

EXHIBIT 374

Message

From: MR [Michael@LiveNation.com]
Sent: 3/5/2015 9:29:36 PM
To: Joe Berchtold [JoeBerchtold@LiveNation.com]; Jordan Zachary [jzachary@raine.com]; Maili Bergman [MailiBergman@LiveNation.com]; Melissa Zukerman [melissa@pcommgroup.com]
Subject: Live Nation Entertainment: An Unregulated Monopoly?

Very smart assessment

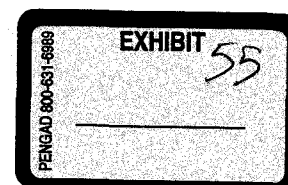
<https://punchcardblog.wordpress.com/2015/03/05/live-nation-entertainment-an-unregulated-monopoly/>

Live Nation Entertainment: An Unregulated Monopoly?

In early 1982, a comedian turned lawyer turned CEO named Fred Rosen was looking for a strategy for taking on a powerful company called Ticketron. Rosen's young company, Ticketmaster, was finding the barriers to entry in the ticket distribution business to be formidable. Then, Rosen hit upon an interesting idea. The prevailing practice in the industry was to charge the venue for the service of distributing their tickets. Rosen's idea was to flip this around. Instead of charging the venue for this service, he would actually pay the venue for the exclusive right to distribute their tickets. He would then charge the ticket buyer a small fee on each ticket sold. Thus, somewhat counter-intuitively, Rosen charged the ticket buyers for this service rather than the ticket suppliers.

The result? Ticketron was quickly decimated and declared bankruptcy in 1991. When Ticketron came to an end, I felt more like we had stumbled upon a beached whale that had already died than defeated a fierce enemy in battle, said one of Ticketmaster's founders.[1]

Rosen probably didn't realize it, but the implicit question he raised (which side of the market do I charge?) frequently confronts platform companies with two-sided markets.[2] We have previously discussed and lauded platform companies like Amex and CH Robinson. Ticketmaster brings together venues and fans just as Amex brings together merchants and consumers and CH Robinson brings together truckers and shippers. As Rosen discovered, the right platform company can cause a market to tip to a winner take all scenario as we have seen with Google (searchers and advertisers), Ebay (buyers and sellers) and Ticketmaster itself.



Ticketmaster merged with Live Nation Entertainment (LYV) in 2010. Live Nation now controls an even more complex platform bringing together fans, venues, advertisers, ticketing and artists in a multi-sided market. It is a fascinating company. While still in its relative infancy, I believe it has the makings of a powerful moat. < /p>

Business Background

Live Nation was spun off from Clear Channel in 2005. Live Nation operates the first fully integrated live music platform company. It is helpful to think of it as a media business like movies, television, radio or newspapers. The content it provides is live concerts.

The live music industry is comprised of five key parties: Artists, Promoters, Venues, Ticketing Services and Advertisers/Sponsors.

Artists

Artists are the content providers in this business. At the top levels (U2, the Rolling Stones, Jay-Z), they can demand the lion's share of the profit from the live music industry value chain. However, this elite minority is a fraction of the entire artist universe.

Promoters

Promoters select and book concerts at venues and provide marketing and advertising for the concert. Promoters fall into two broad categories: local and national. Local promoters book at specific venues. When planning a national tour, artists may contract with several or more local promoters in different parts of the country. By contrast, national promoters have the reach to book an entire national tour. The key difference: national promoters provide a guaranteed payment often in advance of the tour. Local promoters provide a percentage of the gross ticket sales. National promoters can afford to offer a guarantee because they are sufficiently diversified to minimize the risk of loss. Losses from concerts that under-perform are offset by concerts that meet or exceed expectations. While there are still a few local promoters, most have been acquired or driven out of business.

Venues

Venues are the physical locations where concerts occur. Promoters book artists at venues. Venues range in size from small clubs to sports stadiums. Venues earn money through ticket sales (less the amount paid to the artist) as well as ancillary revenue streams such as sales of food and beverages and parking. Metropolitan areas can support a finite number of venues. Beyond this limit, it does not make economic sense to construct additional venues.

Ticketing Companies

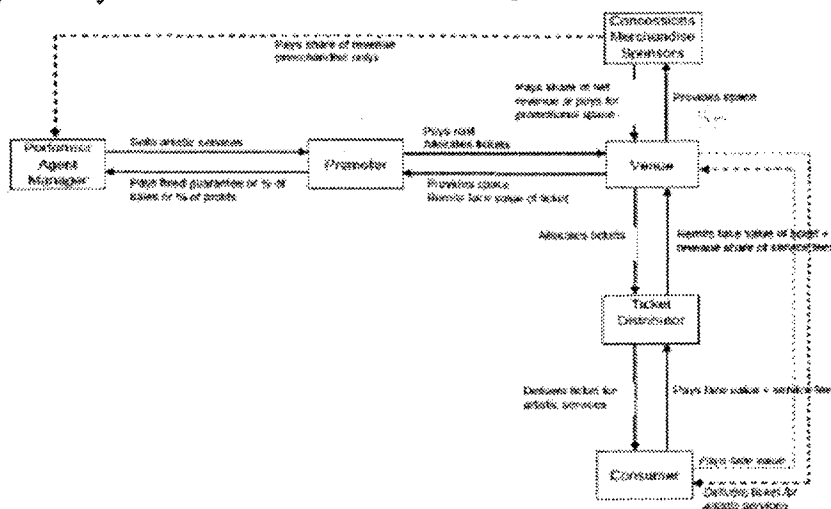
Primary ticketing companies provide services such as websites, call centers, and retail networks from which tickets may be purchased that facilitate the initial sale of tickets to concertgoers. Contracts between venues and primary ticketing companies are individually negotiated. In a typical contract, a venue agrees to use one primary ticketing company as its exclusive provider for several years. In exchange, the primary ticketing company often agrees to pay to the venue a portion of the fees that the primary ticketing company charges to concertgoers who purchase tickets to events at the venue. After their initial sale, concert tickets may be resold on the secondary ticketing market. Secondary ticketing companies provide a platform where ticketholders can sell to ticket-seekers.

Advertisers and Sponsors

Advertisers and sponsors pay to reach concertgoers through concert, venue and ticketing assets, including websites. The advertising campaigns typically include venue naming rights, on-site venue signage, online banner advertisements and exclusive partner rights in various categories such as beverage, hotel and telecommunications.

The traditional live music business model involved the participation of various independent parties. Artists contracted with promoters to arrange live concert performances. Artists often contracted through a manager that handles the artists' performance and business needs, and many of these managers further contracted with booking agents to arrange an agreement with a promoter for individual performances or a tour. The promoter was then responsible for securing a venue for the performances, and the venue is accompanied by other revenue-producing services such as parking, concessions, sponsorship, and band-related merchandise. The venue, or sometimes the promoter, contracted with ticket distributors that administer ticket sales to performances through Internet, retail, telephone and box office sales.

Figure 1 ♦ Traditional Live Music Model



Source: Stone/Stone Copyright

The industry remained fragmented for many years and pockets of fragmentation exist today.

Business Model & Strategy

Live Nation consolidated the live music industry and brought all of the major actors onto one platform. It is active in all five of the major areas of the industry:

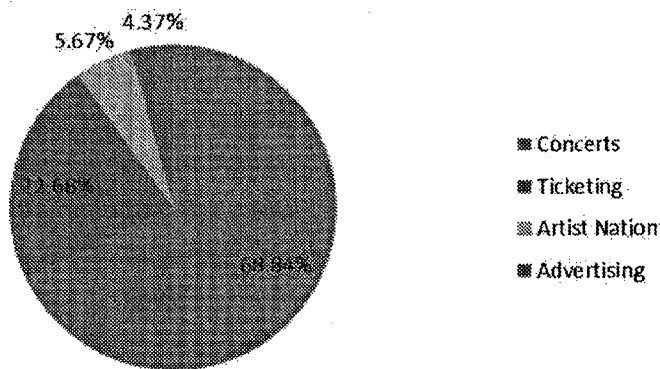
1. Concerts ♦ In its Concerts segment, Live Nation acts as a promoter. It is the only promoter that can operate on a global scale. Live Nation often serves as the exclusive promoter for artists on national tours, and uses cross-collateralization and deep pockets to offer artists higher guaranteed compensation. Live Nation has approximately 60% of the US promotion market. Revenue streams including parking fees and concession sales, but margins are very thin and the artist gets the vast majority of the income.
2. Ticketing- The Ticketing segment focuses on sale of tickets to the public on behalf of venues and earns service fees on the sale of each ticket. This segment primarily consists of the legacy Ticketmaster business. Ticketmaster is the largest primary ticketing company in the US. In 2014, it generated revenue of approximately \$1.5 billion and sold 148 million tickets. Ticketmaster also has a

growing secondary ticketing business with \$1 billion of gross ticket value changing hands in 2014. Ticketmaster also maintains a database of over 130 million customers.

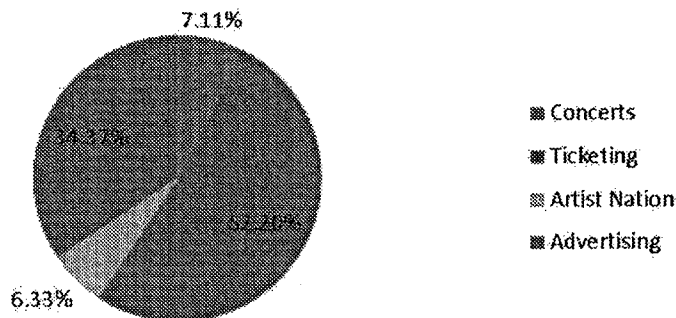
3. Sponsorship & Advertising ♦ The Sponsorship and Advertising segment leverages the 60 million or so fans Live Nation draws to its shows and the 130 million names in its Ticketmaster database to sell targeted advertising to major companies. In 2014, this segment generated adjusted operating profit (defined below) of \$212 million on revenue of \$300 million ♦ a 70% margin.
4. Artist Nation ♦ The Artist Nation segment primarily provides management services to music artists in exchange for a commission on the earnings of these artists. This segment also sells merchandise at live performances, to retailers and directly to consumers via the internet. This is the most fascinating segment for me. First, by having an artist management arm, they obviously have an in when the time comes to plan their next concert tour. But, they are also able to earn a profit on managing their careers. It's as if the NFL not only had Tom Brady under contract to play football but also earned a piece of the action on his endorsement deals.

In 2014, Ticketing and Sponsorship & Advertising generated just 27% of revenue but 87% of Adjusted Operating Income (as defined below).

2014 Revenue by Segment



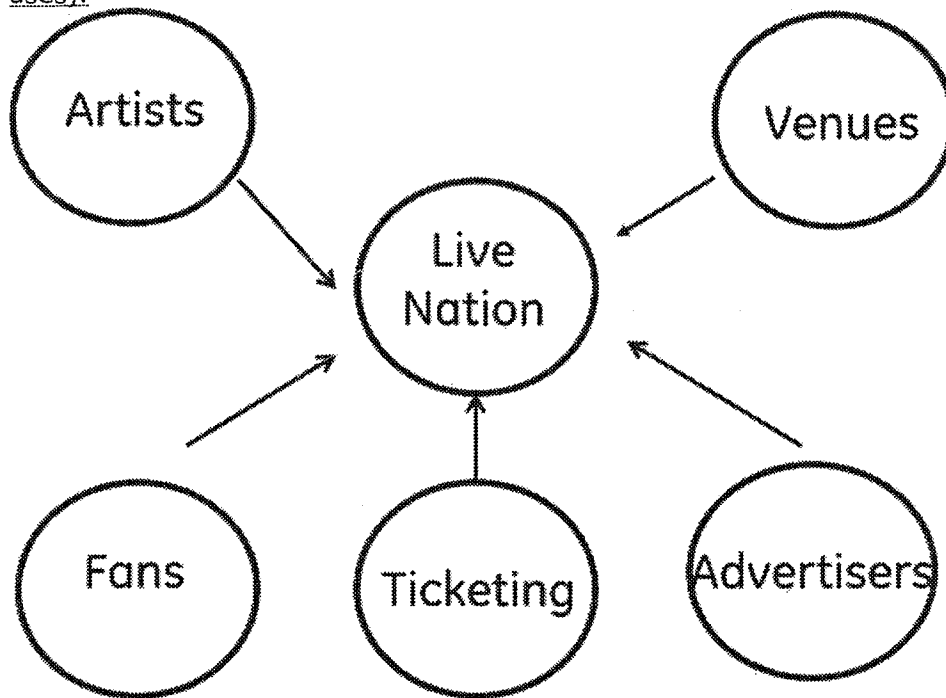
2014 Adjusted Operating Income by Segment



Multi-Sided Platform Company

All of these parties benefit from being operating on the Live Nation platform. Together, they create a multi-sided marketplace with strong

vertical-align: baseline; text-decoration: underline;">cross-side network effects. That is, platforms exhibit two types of network effects, which may be either positive or negative: A same-side effect, in which increasing the number of users on one side of the network makes it either more or less valuable to users on the same side; and a cross-side effect, in which increasing the number of users on one side of the network makes it either more or less valuable to the users on the other side. Cross-side network effects are typically positive, but they can be negative (TV viewers preferring fewer ads). Same-side network effects are often negative (trucking companies prefer fewer rivals on the CH Robinson platform), but they may be positive (Google users benefit from better search results as the volume of searches increases).

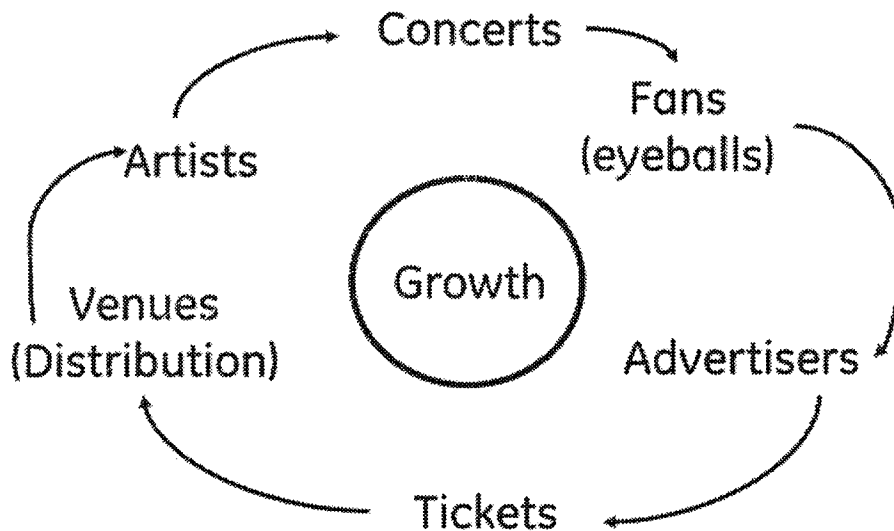


Here, the Live Nation parties benefit from increasing number of users on multiple sides of the platform. In fact, the interaction of the parties creates a flywheel. It is similar to the flywheel concept from high school physics, typically demonstrated by a heavy disc that is difficult to start up, but that spins easily with limited effort once it reaches full speed. Over time, once critical mass is reached, a simple innovative idea becomes a well-oiled machine, which translates into a predictable and profitable business. A flywheel is also a self-reinforcing loop made up of a few key initiatives. Those initiatives feed and are in turn driven by each other, and build a long-term business.

Venture capitalist Rich Barton describes how the flywheel concept applies to simpler, consumer-oriented websites. ♦User-generated content models are magic,♦ said Barton. ♦And they are magic because the more reviews you have of hotels, for instance, the more it attracts users to the site. And the more users you have, of course, the more reviews you get. This is a very simple, elegant example of a positive feedback system. This flywheel spins faster and faster, and what happens is the competitive moat ♦ the defense, the competitive differentiator or the moat around the castle ♦ gets wider and deeper every day with every review that is done. So, it is really hard for someone to come in and try to compete with TripAdvisor.♦[3]

Live Nation has a similar flywheel. The key to the whole thing is content. This is what attracts the fans and gets the flywheel moving. More fans at concerts increases the volume of ticket sales, ancillary sales at venues and attracted more advertisers and sponsors. That allows Live Nation to get more out of fixed costs like the venues and the servers needed to run the Ticketmaster website. This free cash flow allows it to sign more artists, promote more tours and acquire more venues. Feed any part of this flywheel, and it should accelerate the loop and widen the moat. Once the platform company reaches critical mass of participants on each side, the flywheel begins to spin faster and faster. There is ample reason to believe the Live Nation has reached or is on the verge of reaching critical mass.

The Live Nation Flywheel



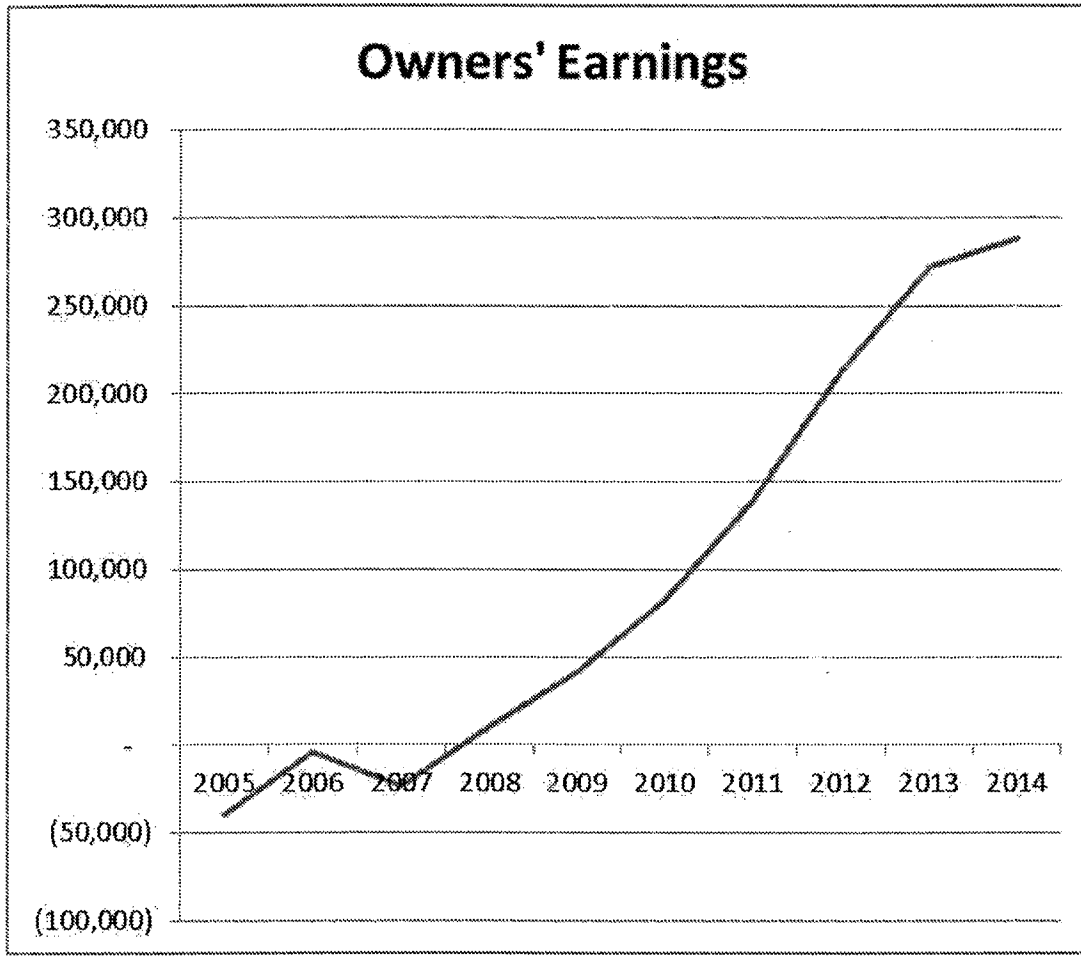
Increasing Returns to Scale

Because of the huge benefits of scale, multi-sided markets demonstrate a particular propensity for tipping to winner-take-all situations. Platform leaders can leverage their higher margins to invest more in R&D or lower their prices, driving out weaker rivals. As a result, mature two-sided network industries are usually dominated by a handful of large platforms, as is the case in the credit card industry. In extreme situations, such as PC operating systems, a single company emerges as the winner, taking almost all of the market.

Big city newspapers in the pre-Internet era are a classic example of this dynamic. On one side readers are attracted to the newspaper with the most advertising, not because they love ads but because the ad revenue gives the company more money to spend on content. Similarly, advertisers are attracted to the newspaper with the most readers. This dynamic is why in the pre-Internet world, cities were dominated by a single, highly profitable newspaper.

CEO Michael Rapino noted the increasing returns to scale on the Q3 2014 earnings call: ♦At Live Nation, we see great continued runway ahead, given the fragmented global landscape in concerts, management and ticketing. ; As our scale grows, we continue to drive increased economics in our business model, with higher profits per show, more advertising, and improved ticket conversions.♦

Owners♦ Earnings Increasing With Scale



Specifically, how does Live Nation benefit from its scale advantages?

1. First and foremost, the key scale advantage is the 60 million fans it attracts to its shows each year. This gives them a lot of eyeballs to monetize. As a result, high margin advertising and sponsorship revenue has increased 15% per year since 2010.
2. Live Nation's dominant market position in ticketing, being magnitudes larger than its competitors, produces a powerful cost advantage that's difficult for competitors to match. Imagine trying to compete against a competitor that can invest a multiple of your annual revenue on efforts to improve quality and efficiency. They have built a bulletproof ticketing platform that can withstand a huge rush of ticket buyers at key times.
3. The 130 million customers Live Nation has in its database provide an interesting source of Big Data for marketers. The database includes name, address, location, tastes, and credit card number. This data is being harvested both by Live Nation and its customers. The information garnered about ticket purchasers from Internet sales can facilitate the development of targeted and thus less costly marketing strategies. Data is used to help a variety of parties — artists, venues, sports teams and brand sponsors — to be as knowledgeable as possible about the live event fan base. That enables them to be as relevant and targeted as possible with their communications, offers campaigns and programs, mobile and social strategies, and ideally across all of their marketing and fan interaction.

4. Scale also benefits Live Nation in talent acquisition. Deep pockets allow Live Nation to book artists that other promoters simply can't afford. Many smaller venues have complained that they cannot offer marquee bands the revenue and venues that would enable them to compete with Live Nation.
5. Deep pockets allow Live Nation to mount huge global tours that are beyond the reach of competitors. To acquire the tour, Live Nation can afford to give some performers 100% or more of the gross.^[4]
6. Deep pockets fund Live Nation's moat-widening acquisition strategy. They can gobble up new entrants before they become a threat.
7. Ticketmaster has the scale to entice venues into exclusive relationships. These contracts usually run 3 to 5 years. Due to economies of scale, Ticketmaster can make a profit at a much lower price than competitors, as a result, it can afford to give venues more of the service fees.
8. Live Nation has compiled a huge archive of recorded concerts that it has just begun to exploit. It has begun offering ad supported videos of concerts for playback on the Web in conjunction with Yahoo. While revenue numbers have not been disclosed, Rapino did state that the proof of concept was successful.
9. Live Nation's scale in venue ownership effectively forecloses entry by competitors because most markets cannot support more than one such venue.

Advantages Over Other Media Companies

Live Nation has significant advantages over other media companies.

For one thing, it has stayed clear of anti-trust and regulatory problems. At one time movie studios owned movie theaters roughly the equivalent of Live Nation owning music venues. But, the movie studios were forced to divest them.^[5] Similarly, radio stations and broadcast networks have their own regulator, the FCC. Thus far, Live Nation has not been blocked in its attempt to control the entire ecosystem.

Second, most of these other media companies are either ad-supported or user-supported, but Live Nation is both. Live Nation can both charge concertgoers for tickets and sell ad space at venues. This is the equivalent of HBO collecting subscription fees and running commercials. Interestingly, Sirius, another Liberty Media holding, is able to run ads on certain channels.

Third, unlike record companies and newspapers, a live performance is not subject to technological disruption at least in no way that I can foresee.

Similarly, most of the other companies are subject to piracy. A live performance can be filmed or recorded but it cannot capture the excitement of actually being there.

Total Addressable Market

Once the flywheel gets spinning, the only limitation on growth is the size of the total addressable market. Revenue from the global concerts industry grew at a +10% CAGR from 1998 to 2012. The industry grossed \$ 14 billion in 2012.^[6] Content is increasing as artists are reliant on touring as their main earnings driver and the best means to engage and connect with their fan base. Further, new markets are opening up around the world. As Rapino stated: "The best news for our business is that the industry pie is growing. So, if you look at the global concert business, it's growing because of the emergence of social media, YouTube, et cetera have expanded the global audience. So, for 50 years the size of the pie was you toured in North America, you toured in Western Europe, and that was really the only places you actually could make sustainable income. Everything else was an odd vanity play. Thanks to the demand of YouTube and et cetera and the breakdown of the traditional gatekeepers, the artist now like Rihanna has 70 million fans on Facebook and Twitter; 40 million of

those are outside the US. So you have consumer demand growing in all of these Latin America, Asia, and Eastern Europe markets that was throttled for many years. So you have mass demand now growing across the globe. [7]

Understanding Live Nation's Financials

We believe that GAAP accounting does a poor job tracking the economic performance of a highly acquisitive company like Live Nation. To evaluate Live Nation's business performance, one first needs to translate GAAP earnings into economic earnings.

Calculation of Live Nation Economic Earnings [8]

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Operating Income	(9,388)	(3,690)	6,272	(297,293)	(53,386)	(63,795)	10,937	(21,635)	130,656	7,164
Adjustments:										
D&A	50,929	113,836	107,428	140,039	150,118	321,655	345,910	429,557	368,923	368,143
Loss (gain) on sale of operating assets	5,002	(9,873)	(20,735)	1,131	(2,983)	374	978	(516)	(38,739)	(4,494)
Goodwill impairment	-	-	-	269,502	9,085	-	-	-	-	154,961
Acquisition Expense	-	-	-	-	36,043	22,355	8,051	14,671	6,439	10,061
Adjusted Operating Income	46,543	100,093	92,965	115,779	147,907	280,635	370,864	422,075	476,753	515,835
Margin	1.9%	3.1%	2.6%	3.6%	3.5%	5.5%	6.9%	7.3%	7.4%	7.5%
Year over Year		115.1%	-7.1%	22.4%	50.0%	89.8%	32.0%	14.0%	13.0%	8.2%
Less: Net Interest Expense	(4,549)	(35,400)	(57,536)	(59,170)	(51,730)	(89,876)	(151,730)	(107,975)	(86,659)	(59,560)
Less: Cash Tax	(12,258)	(20,908)	(20,688)	(13,150)	(34,753)	(50,579)	(37,746)	2,236	(45,567)	(41,500)
Less: Distributions to non-controlling interests	(2,713)	(1,415)	(4,424)	(3,642)	(7,006)	(14,959)	(20,863)	(29,079)	(17,384)	(32,400)
Distributions (to)/from investments in nonconsol	(5,747)	1,365	10,934	7,619	3,313	4,979	(5,497)	5,455	4,261	(4,400)
Less: Maintenance capex	(55,325)	(48,120)	(45,194)	(74,983)	(16,903)	(47,471)	(64,351)	(62,952)	(59,645)	(60,300)
One Time Events								(25,090)		
Economic Earnings	(40,044)	(4,091)	(23,398)	10,247	41,828	82,733	139,134	213,758	271,755	287,935
Margin	-1.6%	-0.1%	-0.7%	0.3%	1.6%	1.6%	2.6%	3.7%	4.2%	4.2%
Year Over Year		-89.8%	485.6%	-142.7%	308.2%	97.9%	68.1%	52.8%	27.7%	6.0%

These adjustments are required to translate GAAP earnings to economic earnings. The largest adjustments are depreciation and amortization. Live Nation's GAAP depreciation expense dramatically overstates its capital spending requirements. Per the Cash Flow Statement, Live Nation's depreciation expense was \$122 million in 2013. Per management, the amount of actual capital expenditures necessary to maintain their fixed assets was just \$60 million. A similar mismatch occurs in early years. As a result, we add-back GAAP depreciation and deduct maintenance capex per management to get a more realistic amount. Further, goodwill amortization is a non-cash charge as required by GAAP purchase account, but does not reflect a true loss of economic value for Live Nation. As a result, it too is added back to get to economic earnings.

Acquisition expenses are also added-back. These are one-time cash charges that economically should be capitalized as purchase consideration rather than expensed in the income statement.

Valuation

I decided to keep the valuation process very simple.

I bought shares on 1/30/15 at \$23.90 per share. This gave me a pre-tax yield at the outset of 10% (based on 2014 adjusted operating income).

Then we tack on a growth rate. Obviously, this is notoriously difficult. I tried to keep it simple and not make any courageous assumptions.

The global concert industry grew at a 10% CAGR from 1998-2012. While I don't have data for 2013 and 2014, I believe the historical trend continued. Given its scale advantages and wide moat, there is little reason to believe that Live Nation cannot grow faster than the global growth rate.

Beyond the global trend, in 2012, Management announced their plan to increase AOI by 30-35% by 2015. They are confident this will be achieved and will likely be surpassed. On the Q4 2014 earnings

call, management indicated that they expect this growth rate to continue through 2019.[9] There are many drivers available to them that make this growth rate realistic:

1. Higher Ticket Volume ♦ Most of the revenue from higher ticket volume drops right to the bottom-line because it is a highly automated, fixed cost business.[10] There are a number of factors that could drive volume growth including: population growth, growing economy, growing interest in live music, etc. Most intriguing are Live Nation's efforts to increase their conversion rate. 85% of shows do not sellout. Live Nation is trying to reduce this through more targeted advertising.[11]
2. Higher Prices ♦ Ticket prices have been increasing faster than the rate of inflation for some time. While this trend has to end at some point, I expect it to continue for some time.
3. Margin Expansion ♦ Ticketmaster's sole public comparable, CTS Eventim, has EBITDA margins of 40%. Ticketmaster is down around 20%. There would seem to be quite an opportunity here to cut expense particularly given the business's high level of automation and the benefits of scale. Management has already announced that they plan to cut expense by \$.35 per ticket by 2016 through IT improvements. This will increase AOI per ticket to 26%.
4. Secondary Ticket Market ♦ There is some confusion regarding the total size of the secondary ticket market. I have seen estimates as high as \$15 billion and as low as \$5 billion. Ticketmaster's gross ticket volume was \$900 million in 2014 up from virtually nothing in 2012. Despite this strong growth, only 6% of our Ticketmaster events in 2014 were activated with secondary inventory, so there is substantial runway for growth ahead. Oddly, offering secondary ticket options alongside primary ticket options increases sales of primary tickets. ♦ In general, we have seen that fans are 30% more likely to buy a ticket when they see both primary and secondary tickets together, versus just what's left of their primary options. ♦
5. International Expansion ♦ Live music revenue is set to rise the fastest in developing markets as tours and festivals extend their global reach. [12]
6. International Expansion for Ticketmaster ♦ Currently, 66% of Ticketmaster's business is in North America and the platform improvements have been limited to North America. It seems reasonable to assume that the ticket business will follow the concert business overseas.
7. Per Live Nation, Madison Avenue spends \$1.5 to 2 billion on music sponsorship and advertising. Live Nation received just 15% of that in 2014. It is reasonable to assume their market share will go up.
8. Monetizing the Archive ♦ Streaming Video partnership with Yahoo ♦ another way to monetize the concert platform, proof of concept is successful. We know from our research that the average fan when he is debating going to a concert, the casual fan, he spends a couple of weeks shopping. We know that the number one way that you can get a casual fan to press the buy button is by a live video of that artist, it is a very stimulating conversion tool. We do know that the more we scale and bring a high quality live experience to the fan, and add a buy button, we know it's also a great conversion mechanism for our core business, so it will be ♦ core benefit is a sponsorship ad unit, and a longer term benefit is conversion around the ticket. Not cannibalizing.
9. Return of Consumer Discretionary Spending ♦ As you can see from the chart below, consumer discretionary spending has still not yet returned to its pre-crisis levels. It's a fool game to try and forecast growth in something like consumer discretionary spending. Nevertheless, it does stand to reason that the growth rate will return to historical levels and Live Nation will benefit.

With 9 drivers to propel them forward and limited headwinds, I believe a growth rate of 10% per year in AOI from 2015 to 2019 is not particularly aggressive and is just slightly higher than historical trends. Thus, at the time of acquisition, the stock had a pre-tax earnings yield of 15%. I think the odds are in our favor that this will be sustainable.

The consensus forecast (per Sentieo.com) is well below this. As he usual does, Mr. Marke t is simply extrapolating future growth from the recent past. Because he does not understand moats generally or multi-sided platforms specifically, Mr. Market is discounting the opport unity for out-sized growth now that Live Nation effectively controls the Nor th American concert market. I say this with all due modesty in my ability to predict future growth rates.&nb sp; I simply think that given the stock price on the one hand and the eviden ce indicating strong growth in the future, this is a very good bet. I firmly believe that the best approach to investing is to view the future has a probability distribution. Give n the arguments and evidence laid out above, I believe that high growth is o f higher probability than the consensus view which projects current growth i nto the future. Mr. Market's confusion over the nature of the moat Live Nation has constructed is the kind of opp ortunity moat hunters like myself look for.

On the other hand, if for some reason my thesis does not play out, Live Nat ion's assets provide lots of downside protection. First and foremost, Ticketmaster has a near monopoly on ticket distribution. How much is t his worth? Second, Live Nation owns or controls most of the important music venues in the US ♦ venues that it mak es no economic sense to duplicate. How much is this worth?

The only challenges I can see to my thesis are (1) anothe r downturn in cons umer discretionary spending (2) a renewed regulatory or litigation threat an d (3) live music goes out of fashion.

One further risk mitigant: John Malone's Liberty Media owns 27% of Li ve Nation and Liberty Media CEO Greg Maffei sits on the board of directors.& nbsp; John Malone, of course, is one of the exceptional CEOs featured in The Outsiders. His stewardship makes it extremely unlikely that Live Nation will make any capital allocation mistakes.

Conclusion

As a value investor, it is hard not to see Live Nation as fully valued and discount management's aggressive growth forecasts. However, here we ha ve an example of exceptional management and an exceptional business. I went into my analysis of Live Nation with no preconceptions. I simply looked at it because it turned up in Hor izon Kinetics' portfolio. As I peeled back the onion and discovered th e elegance of the multi-sided platform company they had constructed, I was b lown away.

Full Disclosure: I own shares of Live Nation Entertai nment (LYV)

1) All content of this blog, including correspondence between the author an d readers, represents only the authors' personal opinions and is neither inv estment advice nor a recommendation to buy or sell a security. No informatio n presented on this blog is designed to be timely and accurate and should be used only for informational purpos es.

2) The authors are likely to transact on securities mentioned on this blog without notice to the reader. Disclosure of the authors' holdings of any sec urities mentioned will be done on a best effort basis.

3) The reader agrees not to invest based on information presented on this b log and should conduct his or her own due diligence with respect to the secu rities mentioned before initiating a position.

[1] Wired, ♦Everyone Hates Ticketmaster ♦ But No One Can Take It Down,♦ 11/1/10

[2] This dilemma is also known as the ♦chicken and the egg♦ problem.

[3] <http://www.geekwire.com/2014/rich-barton-startup-week/>

[4] Rapino: ♦Then get to our business ♦ we♦re the largest promoter in the world, large r than every other promoter in the world combined. So our scale has rea lly come into effect over the last few years, in that we can deliver that gl obal artist a global solution. No one else has a global platform. There are a lot of regional players. ;But no one else can talk to Lady Gaga and say ♦ yes, let♦s play 32 markets and we have an office in all those markets. We♦re going to promote you best, we♦re going to market you best, we♦re going to get local advertising.♦ Live Nation Entertainment, Inc. at P iper Jaffray Technology, Media and Telecommunications Conference March 12, 2 014

[5] http://en.wikipedia.org/wiki/United_States_v._Paramount_Pictures,_Inc.

[6] Liberty Media Day 2013.

[7] Live Nation Entertainment, Inc. at Piper Jaffray Technology, Media and Tel ecommunications Conference

March 12, 2014

[8] In LYV♦s own calculation of economic earnings (they refer to ♦free cash flow♦) they add back non-cash stock compensation expense. We do not think t hat is appropriate and have not done that here.

[9] The exact quote: ♦On the guidance, a few years ago we had given a three- year plan and a target to get to our \$600-million goal, and we♦re obviously in the last year of that three-year plan. We believe we♦re on track to deliver our goal.

♦ Obviously, there is always inquiries about will you give further gui dance beyond 2016 ♦ or beyond 2015. It♦s not something that we♦re going to get in the habit of, but I wanted to give you an overview there that if you look at what we♦ve been able to accomplish over the last three years cumulatively, regardless of exactly what year wa s up slightly versus the other and you were trying to build a model on 2016, 2017, 2018, our message there is to you getting from our \$300 million-ish t o \$600 million. Was because we built a better business, we♦re investing in the right levers, and we♦re mo netizing it. And we do some tuck-in acquisitions and every now and then a C3.

♦So you can repeat history going forward, and we would expect to deliver, i f we were sitting here somewhere in the year 2019, and looking back ove r the last three years, our goal would be to continually deliver that kind o f ongoing growth.♦ Q4 2014 Live Nation Entertainment Inc Earnings Call

[10] Rapino: ♦But we♦ve said it out loud over the last couple of years that we believe the greatest opportunity we have is if 23,000 shows and a Ticketmaster, well over 100,000 events on sale, the greatest opportunity we have to grow this business is to sell 10 more tickets to each event. You sell an extra 10, 20, 30 tickets to our 20,000 sho ws or Ticketmaster♦s 100,000 plus shows, those are millions of dollars to th e bottom line, incremental high margin.♦ Q1 2014 Live Nation Entertain ment Inc Earnings Call

[11] ♦What we are getting better at is less print ad radio spots and loud untargeted advertising and precision. Because we know who you are, we know where y ou are on Thursday, we know you like country music, we know your purchase pa ttern. And the quicker and the simpler way we can talk to you directly and offer you value to come back is how we can continue to convert higher and higher those unsold tickets. ♦Live Natio n Entertainment Inc at Goldman Sachs Communacopia Conference, 9/11/14

[12] ♦ More than 50% of our business is outside of the US and has been for a while. We have a really, really huge advantage. Most people can't think about entering emerging markets like we can. I mean we entered Russia last month. I can move into a market, I don't have to build a factory. I have no regulations, there's no media, not like NBC can't move in Russia because the local ♦ so I have no regulations in those markets. I have no factory to build. And I got a product that I don't even have to market because Russia knows who Lady Gaga is.

♦ So we've got a product that is truly transportable. All I need to do is get in that market with some credible local executors, promoters. Open up my Live Nation office, start feeding them those 52 tours a year we buy. Build some local scale. Probably then because you've got Lady Gaga, U2 and Justin there, you start to hire two sponsorship people and get Coke deals. And then if we can drop in our Ticketmaster ticketing platform I can build my base. ♦ Live Entertainment at 2/27/13- Morgan Stanley conference.

EXHIBIT 378

Message

From: David Marcus [/O=TICKETMASTER/OU=LOS ANGELES/CN=RECIPIENTS/CN=DAVID MARCUS]
Sent: 7/5/2006 12:12:37 PM
To: bleece@aegworldwide.com; states@concertswest.com
CC: David Goldberg [david.goldberg@ticketmaster.com]; Ed Weiss [ed.weiss@ticketmaster.com]; Blaine LeGere [blaine.legere@ticketmaster.com]
Subject: Ticketmaster Fan Club Policy
Attachments: FAN CLUB TICKETING GUIDELINES (2).pdf

Jon and Bret,

Ticketmaster has developed a broad suite of products to enable you to incorporate artist fan club ticket presales into your events on Ticketmaster.com. Doing so allows AEG to accommodate its touring artists' fan club needs, and to provide those fan clubs with the marketing and customer acquisition benefits that Ticketmaster.com can deliver.

However, we recognize that not all fan clubs will want to conduct their presales via Ticketmaster.com. For that reason, we have a simple policy that outlines the conditions under which we will not object to your allocating tickets to a fan club for direct sales to their members:

- the allocation does not exceed **eight percent (8%)** of the "sellable seats" for each individual event;
- this 8% is **evenly distributed** throughout the venue and over various seating categories to ensure that the general public has access to good seats;
- such tickets are distributed only through **legitimate** artist fan clubs; and
- such tickets are only available from the fan club **prior** to the time Ticketmaster first puts the applicable event on sale.

Additional details on each of these points are provided on the attached guidelines.

Please note that unless there is a specific contractual exception that allows for additional holdbacks for a specified purpose, this policy is firm.

If you have any questions, please do not hesitate to call me.

Regards,

David Marcus

david marcus | vice president, strategy & business development
ticketmaster | 8800 w. sunset blvd, west hollywood, ca, 90069
direct 310.360.2448 | mobile 310.500.5253

THIRD PARTY FAN CLUB TICKETING GUIDELINES

Our ticketing services agreements typically provide that Ticketmaster is the exclusive "general public" ticketing service provider for our client venues and promoters. We expect our clients to abide by their contractual commitments to us and ensure that the practice of holding back tickets at the request of an artist for sale by a party other than Ticketmaster, as in the past, be limited to a reasonable number of holdbacks for legitimate fan club and promotional purposes only. Ticketmaster reserves the right to enforce its contractual rights as appropriate.

Unless there is a specific contractual exception that allows for additional holdbacks for a specified purpose:

- **Total ticket holdbacks for sale by a party other than Ticketmaster shall be limited to 8% of sellable seats for an event and shall be evenly distributed.**
- **Such tickets may be distributed only through legitimate artist fan clubs and may only be sold prior to the time Ticketmaster first puts the applicable event on sale.**

These guidelines are discussed in more detail below.

Ticketmaster also provides fan club ticketing services directly to various artists. For clarity, when Ticketmaster provides such services and our venue or promoter client has consented, these guidelines do not apply as such sales are consistent with our contractual rights.

Amount and Character of Holdback Tickets

If the venue consents to the arrangement, we are comfortable if an act/promoter/artist management requests up to eight percent (8%) of the "sellable seats" per event in total for distribution through a legitimate artist fan club outside of the Ticketmaster ticketing system. To ensure that the general public has access to good seats, this 8% should be evenly distributed throughout the venue and over various seating categories. Tickets sold at an established price and by auction are all counted toward the 8% limit.

The term "sellable seats" is defined as the seats available for sale to the general public via Ticketmaster. This number is calculated by subtracting from total capacity for the particular event's seating configuration the following: kills; production holds; artist holds; promotional holds; comps; seats displaced by equipment; obstructed view; luxury suites; season ticket holds; and other seats not regularly made available to the general public via Ticketmaster.

Distribution of Holdback Tickets

Consistent with our past practices, we define a “legitimate” fan club as one that is maintained by the artist or by an agent of the artist to promote the overall career of the artist by fostering communication between the artist and fans (and among the fans) and enabling direct artist-to-fan commerce. In furtherance of such goals, a legitimate fan club meets the following criteria:

- It is the only “official” fan club for the artist.
- The sale of tickets through the fan club serves to further the overall goals of the fan club and is only one of many features. Such other features may include online chats, online message boards, special content (an artist journal, exclusive photos, downloads, etc.), contests, the sale of artist-related merchandise and the publication and distribution of artist newsletters and general artist information. Because these features are as important as ticketing in furthering the goals of the fan club, promotional efforts related to the fan club will describe its various features and not simply include ticketing.
- The fan club does not necessarily charge a membership fee but does require that fans provide personal data about themselves to join the club, such as name, address, phone number, and email address. An unconfirmed email address alone is not adequate. Member registration should precede access to any of the member-only benefits, including access to tickets, as members should receive a password and unique member ID and password which they must use to access the fan club ticketing pages on the fan club website.
- The fan club limits the number of tickets that can be purchased by each registered member to four (4) or fewer per performance.

Fan club ticket distribution can occur either through an artist branded members-only website (no ticketing vendor branding) or via traditional mail order channels.

It is Ticketmaster’s policy that fan club tickets sold by a party other than Ticketmaster may only be sold prior to the time Ticketmaster puts the event on sale, regardless of whether such onsale is called a “pre-sale” or an “onsale” or anything else. We believe this will result in more tickets being sold, as unsold inventory can more timely and efficiently re-enter the general allocation managed by Ticketmaster, ensuring that the public will have access to all available seats.

Besides legitimate artist fan club holdbacks, there should be no other holdback tickets offered for sale to the general public or any other membership-based groups unless (a) those tickets are being offered for sale by Ticketmaster or (b) the venue and Ticketmaster have mutually agreed to the arrangement. Recently, we have seen primary market sales of VIP packages, artist auctions and travel packages, all including premium tickets, offered directly to the general public via non-artist controlled/branded third party websites. The use of such third-party websites to sell tickets to the general public is not consistent with Ticketmaster’s fan club policies. To the extent these tickets are offered through

legitimate fan club websites and have been allocated over and above the artist fan club holds, the total holdbacks are excessive and must be reduced to the 8% limit discussed above. The tickets being held for these packages must be considered as a part of the artist fan club allocation and must be offered in accordance with the fan club requirements described above.

We appreciate your understanding of this important distinction between “general public ticketing” and “artist fan club ticketing” that has historically been accommodated by allowing a limited number of ticket holdbacks not in excess of 8% of sellable seats. So long as the venue consents to the artist's request, we will not object to this volume of seats going to "artist fan club" ticket sales, provided they truly are legitimate fan club tickets and not general public sales in disguise.

Note that this is an evolving area and Ticketmaster reserves the right to revise in its sole discretion its view on what manner of fan club ticketing it deems to be consistent with industry standards and appropriate in light of our contractual rights with our clients.

EXHIBIT 379

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Note that this is an evolving area and Ticketmaster reserves the right to revise in its sole discretion its view on what manner of fan club ticketing it deems to be consistent with industry standards and appropriate in light of our contractual rights with our clients.

EXHIBIT 387

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION JUDICIAL DISTRICT
4

5 COMPLETE ENTERTAINMENT)
6 RESOURCES, LLC, d/b/a,)
7 SONGKICK,)
8)

9 Plaintiff,) No. 2:15-cv-09814
10)

11 VS.)
12)

13 LIVE NATION ENTERTAINMENT,)
14 INC., TICKETMASTER, LLC,)
15)

16 Defendants.)
17)

18

)
19 TICKETMASTER, LLC,)
20)

21 Counter-Claimant,)
22 vs.)
23)

24 COMPLETE ENTERTAINMENT)
25 RESOURCES, LLC, d/b/a)
SONGKICK,)
)

Counter-Defendant.)

)

18
19 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY
20 VIDEOTAPED DEPOSITION OF JESSICA BELLIN
21 Los Angeles, California
22 Thursday, February 23, 2017
23

24 Job No. 120010

25 Reported by: NIKKI ROY, CSR No. 3052

Page 54

1 BY MR. GASS:

2 Q. Who is Susan Truex?

3 A. Looks like she is a ticket office manager.

4 Q. What's a ticket office manager?

5 A. I assume it's something similar to a box
6 office manager.

7 Q. At a venue?

8 A. Correct.

9 Q. And do you recognize the letter
10 referenced -- represented in this attachment?

11 A. I don't.

12 Q. Have you ever read it before?

13 A. I assume if it was sent to me that I read
14 it, but I don't recall.

15 Q. Okay. The letter is dated November 13, 2012
16 addressed to you. I'm looking at the page
17 Bates-stamped SK00006340. And it provides, looking
18 at the second sentence of the third paragraph,
19 (reading):

20 "As you may be aware,

21 Ticketmaster generally holds the
22 exclusive rights to sell tickets for
23 events presented in our clients'
24 venues as expressly set forth in
25 written contracts between

Page 55

1 Ticketmaster and its clients."

2 A. I'm sorry. Where is that?

3 Q. It's the second sentence of the third
4 paragraph.

5 A. Oh.

6 Q. Continuing on. (Reading):

7 "That permit our ticketing
8 clients, and with their consent, the
9 acts working with them, to hold back
10 tickets for legitimate promotional
11 purposes with the understanding that
12 these tickets will not be sold to the
13 general public by any other ticketing
14 provider."

15 Do you understand that Ticketmaster has
16 exclusive contracts with its venue clients?

17 MR. LORIG: I'm going to object to the
18 question as phrased. You've got the argumentative
19 preamble which needs to be struck. If your question
20 is just the last question, then I don't have an
21 objection. But you're -- you're interrogating her on
22 a letter she hasn't seen before, you quote it, then
23 you go on to a question. You want to strike the
24 preamble and just deal with the question?

25 MR. GASS: I'll rephrase the question.

Page 56

1 MR. LORIG: Appreciate it.

2 BY MR. GASS:

3 Q. Does Ticketmaster exclusive ticketing
4 contracts with its venue clients?

5 A. I haven't seen any of these contracts.
6 However, we've been alerted by Ticketmaster and
7 venues for certain venues that they do have exclusive
8 contracts.

9 Q. So you've never seen a Ticketmaster venue
10 contract?

11 A. Not that I can recall.

12 Q. When do you recall Ticketmaster having
13 alerted you that they have exclusive ticketing
14 contracts with venues?

15 A. Ticketmaster specifically or venues?

16 Q. Either.

17 A. In regards to venues, when we reach out to
18 venues, if they have an exclusive contract they'll
19 send us the policy. In regards to Ticketmaster, Mike
20 Schmitt from Ticketmaster, on occasion, has confirmed
21 that with specific venues, Ticketmaster has exclusive
22 venue contracts.

23 Q. What's the earliest date that you can
24 remember him doing that?

25 A. Sometime after 2015.

Page 57

1 Q. What's the earliest date that you can recall
2 hearing from a venue that they have an exclusive
3 ticketing contract with Ticketmaster?

4 A. I don't recall specifically, but we -- we
5 receive fan club policies from venues. As soon as I
6 started I think I saw them. I can't recall exactly.

7 Q. And do you generally try to comply with the
8 policy when either the venue or Ticketmaster sends it
9 to you?

10 A. Yes. Absolutely.

11 Q. Why?

12 MR. LORIG: It's beyond the 30(b)(6), but
13 you can answer as an individual.

14 THE WITNESS: We comply with the policy in
15 order to support artists to ensure that they comply
16 with the policy so they can run fan club compliant
17 presales.

18 BY MR. GASS:

19 Q. When Ticketmaster says that compliance with
20 the policy is required, what do you think happens if
21 you run a presale that doesn't comply with the
22 policy?

23 MR. LORIG: Objection; calling for a
24 hypothetical, calling for a legal conclusion, calling
25 for speculation.

Page 70	Page 71
<p>1 A. Correct.</p> <p>2 Q. We're going to shift gears. If you'd like</p> <p>3 to take a break, you're welcome, or we're happy to</p> <p>4 forge ahead.</p> <p>5 A. I'm fine forging. Okay with forging.</p> <p>6 MR. GASS: Great.</p> <p>7 MR. LORIG: Forging.</p> <p>8 THE WITNESS: Let's forge.</p> <p>9 MR. LORIG: Like Valley Forge. Not</p> <p>10 foraging.</p> <p>11 THE DEPOSITION OFFICER: Can I take a break?</p> <p>12 MR. LORIG: Oh, sure.</p> <p>13 MR. GASS: Sure.</p> <p>14 THE WITNESS: Sorry.</p> <p>15 MR. LORIG: Let's take a break.</p> <p>16 THE VIDEOGRAPHER: This concludes DVD</p> <p>17 number 1. We're now going off the record. The time</p> <p>18 is 10:48.</p> <p>19 (Recess held 10:48 a.m. to 11:05 a.m.)</p> <p>20 THE VIDEOGRAPHER: Back on the video record;</p> <p>21 11:05.</p> <p>22 MR. GASS: I'd like to mark this next in</p> <p>23 sequence.</p> <p>24 THE WITNESS: Thank you.</p> <p>25 (Exhibit 209 Declaration of Jesse</p>	<p>1 Bellin in Support of Plaintiff</p> <p>2 Complete Entertainment Resources LLC's</p> <p>3 Motion for Preliminary Injunction,</p> <p>4 marked for identification as of this</p> <p>5 date.)</p> <p>6 THE WITNESS: Thank you.</p> <p>7 BY MR. GASS:</p> <p>8 Q. And, Ms. Bellin, although you're free to</p> <p>9 review as much of this as you'd like, I'll tell you</p> <p>10 now, we're just going to look at a short piece of it.</p> <p>11 Do you recognize this as a declaration that</p> <p>12 you submitted in the course of this litigation?</p> <p>13 A. Yes.</p> <p>14 Q. Did you draft this declaration?</p> <p>15 A. I drafted it with support.</p> <p>16 Q. So these are generally your own words?</p> <p>17 A. Correct.</p> <p>18 Q. And you agree with everything that it</p> <p>19 contains?</p> <p>20 A. Absolutely.</p> <p>21 Q. I'd like to direct your attention to page 3,</p> <p>22 paragraph 4, line 18. You say (reading):</p> <p>23 "Contrary to defendant's</p> <p>24 assertions that Songkick</p> <p>25 systematically attempts to circumvents</p>
Page 72	Page 73
<p>1 the fan club policy, we have invested</p> <p>2 and continue to invest significant</p> <p>3 time and resources into building and</p> <p>4 maintaining fan club compliant</p> <p>5 technology and business practices, and</p> <p>6 ensuring that each campaign that we</p> <p>7 execute on behalf of our clients is</p> <p>8 compliant to Ticketmaster's fan club</p> <p>9 policy where required."</p> <p>10 What is the "fan club compliant technology"</p> <p>11 referenced here?</p> <p>12 A. We have technology that allow artists to</p> <p>13 integrate a fan club into their website.</p> <p>14 Q. What does that technology consist of?</p> <p>15 A. That technology consists of the ability to</p> <p>16 allow fans to register with a member ID and password</p> <p>17 to an artist fan club in order to access fan club</p> <p>18 benefits.</p> <p>19 Q. Anything else?</p> <p>20 A. I'd say in general that is what that</p> <p>21 technology allows it to do. It also captures fan</p> <p>22 data. We share that with the artist so they can</p> <p>23 continue to create relationships with those fan club</p> <p>24 members.</p> <p>25 Q. Anything else?</p>	<p>1 A. The technology also protects events so</p> <p>2 nonfan club members do not have access to presales.</p> <p>3 Q. Anything else?</p> <p>4 A. I'd say that the only other thing that I can</p> <p>5 think to mention is that the technology also protects</p> <p>6 a place where artists can display exclusives or</p> <p>7 content to fans.</p> <p>8 Q. Anything else?</p> <p>9 A. Off the top of my head, nothing I can think</p> <p>10 of.</p> <p>11 Q. So you mentioned something about a -- a</p> <p>12 login I believe. What does that consist of?</p> <p>13 A. The login for fans consists of, if they're</p> <p>14 already current fan club members, providing a member</p> <p>15 ID and a password in order to access the benefits.</p> <p>16 There's also a sign-in area where fans are able to</p> <p>17 register for a fan club account, which includes a</p> <p>18 member ID, a password, and geolocation data.</p> <p>19 Q. To become a member of the fan club using the</p> <p>20 technology that you're describing here, does a fan</p> <p>21 have to give their name beyond just their email</p> <p>22 address?</p> <p>23 A. No.</p> <p>24 Q. Their address?</p> <p>25 A. No.</p>

Page 74

1 Q. Their phone number?

2 A. No.

3 Q. Using the technology that you just
4 described, does Songkick enable access to the fan
5 club prior to verifying whether the email address is
6 a valid one?

7 A. I'm sorry, can you repeat that?

8 MR. GASS: Could you read back the question
9 please.

10 THE WITNESS: Thank you.

11 (The record was read as follows:

12 Q Using the technology that you
13 just described, does Songkick enable
14 access to the fan club prior to
15 verifying whether the email address is
16 a valid one?)

17 THE WITNESS: They must -- they must enter
18 an email address with general email convention so it
19 must be a valid email.

20 BY MR. GASS:

21 Q. But it's not as if before entering the fan
22 club an email then gets sent to that address which
23 the recipient has to click on a link to confirm or
24 anything like that?

25 A. An email is sent to the fan, but they don't

Page 75

1 need to click on anything to confirm.

2 Q. Okay. So using the technology that you had
3 described and that's referenced in paragraph 4 of
4 your declaration, a fan can join a fan club just by
5 entering an email address and signing in?

6 A. They also must enter a password and also
7 identify where they're located, so their -- their
8 location.

9 Q. But not their address?

10 A. Correct.

11 Q. At what level of granularity is the location
12 required, like country, state, city?

13 A. I believe it's country, state or country,
14 like general township or area.

15 Q. And focusing on the sentence at page 3,
16 line 21 to 22 of your declaration, you say that
17 you've invested and continue to invest significant
18 time and resources into, and here's the phrase I want
19 to focus on (reading):

20 "Ensuring that each campaign that
21 we execute on behalf of our clients is
22 compliant to Ticketmaster's fan club
23 policy."

24 How do you do that?

25 A. I'm sorry. Can you just repeat the specific

Page 76

1 thing you're asking?

2 Q. Yeah, you say that you continue to invest
3 significant time and resources into, among other
4 things, (reading):

5 "Ensuring that each campaign that
6 we execute on behalf of our clients
7 is compliant to Ticketmaster's fan
8 club policy where required."
9 How do you do that?

10 A. We will work with an artist team to ensure
11 that they understand compliance and then work with
12 them to ensure that they have a fan club in place
13 that abides by the fan club policy.

14 Q. And what does -- what do you do when you
15 work with them in those ways?

16 A. And specific -- specifically to what?
17 Sorry.

18 Q. To ensuring that they have a compliant fan
19 club, what -- what do you do?

20 A. Our artist services team will review an
21 artist's online property to make sure that either,
22 one, they already have a fan club that abides by the
23 policy, or two, that we integrate or another fan club
24 company integrates with them to ensure that they have
25 what it takes to be fan club compliant.

Page 77

1 Q. Okay. And so that means where Songkick is
2 the company that's creating fan club compliance, one
3 thing that means is establishing the log-in mechanic
4 for the first time, which didn't exist before on the
5 artist's website, correct?

6 A. At times.

7 MR. LORIG: Ambiguous.

8 THE WITNESS: I'm sorry. What?

9 MR. LORIG: I was just saying it was
10 ambiguous. Go ahead.

11 THE WITNESS: For certain clients, yes.
12 We'll work with them to launch a fan club and make
13 sure that they're going to be compliant.

14 BY MR. GASS:

15 Q. Right. And so when you're launching a fan
16 club and ensuring that they're going to be compliant,
17 we have the log-in mechanic that we just discussed.

18 What else do you do?

19 A. We'll work with an artist to ensure that
20 there's a rollout plan specific to what their goals
21 are for a campaign, and ensure if there are venues
22 where they need to be compliant in, that we're taking
23 that into account and addressing that as part of a
24 rollout campaign for an artist.

25 Q. When you say "rollout campaign," rollout

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1 THE WITNESS: Yeah, I agree.
 2 BY MR. GASS:
 3 Q. And then who's Stephanie Lett?
 4 A. Stephanie worked on the artist services team
 5 at this time, I believe. Oh, yeah. Up here, client
 6 services.
 7 Q. So you emailed Stephanie and you say, We
 8 need to employ fan club log-ins to be compliant when
 9 we get these, right?
 10 A. That's correct.
 11 Q. She responds (reading):
 12 "Is that something the tech guys
 13 do, or do I have to consider when
 14 building the shows?"
 15 Right?
 16 A. Correct. Sorry.
 17 Q. And then you respond (reading):
 18 "You can do it in the events.
 19 You need to take the box, "enable,"
 20 fan club."
 21 Right?
 22 A. Correct.
 23 Q. So is this an example of the fan club
 24 technology you're describing in your declaration?
 25 A. No.

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1 Q. What is this?
 2 A. This is from our admin system.
 3 Q. How do you deploy the fan club policy --
 4 excuse me -- the fan club technology described in
 5 your declaration?
 6 A. That requires us working with our creative
 7 team to build out a fan club and a user journey for
 8 the artist team. This allows us just to ensure that
 9 fan club members can't -- or non-fan club members
 10 cannot access this show specifically.
 11 Q. So is this part of the technology described
 12 in your declaration, or is this a different thing
 13 altogether?
 14 A. This is not what I'm describing in my
 15 declaration.
 16 Q. Okay. So for the technology described in
 17 your declaration, when Songkick sets out to create a
 18 fan club, how exactly does implementing the log-in
 19 mechanism work? Do you know?
 20 A. I'm not a technologically-savvy person, but
 21 our creative team will -- will build out a fan club
 22 and work with the artist services team to make sure
 23 that it's to the artist's specs and using their
 24 brand, and then they'll deliver code where they'll
 25 work with the web team to integrate.

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1 Q. Okay. So Songkick provides code to the
 2 artist?
 3 A. For fan clubs that we're powering, correct.
 4 Q. Right. And does -- is Songkick itself the
 5 one that actually integrates the code into the artist
 6 website or is that the artist's web people?
 7 A. That's owned by the artist web people.
 8 Q. Okay. But -- but, again, just to make sure
 9 I'm understanding.
 10 A. Of course.
 11 Q. The -- the underlying code comes from
 12 Songkick?
 13 A. Correct.
 14 MR. GASS: Like to mark this exhibit next in
 15 sequence.
 16 (Exhibit 211, Email from Jesse Bellin
 17 to various people, Bates-stamped
 18 SK00248312, marked for identification
 19 as of this date.)
 20 (Off-the-record discussion.)
 21 MR. GASS: For the record, this is a
 22 document Bates-stamped SK00248312.
 23 (Document reviewed by witness.)
 24 BY MR. GASS:
 25 Q. Do you recognize this email as one that you

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1 sent in the course of your employment at Songkick?
 2 A. I don't recall this email but I definitely
 3 sent it.
 4 Q. And it's an email from you to a number of
 5 people, who are these people?
 6 A. These are all people that at the time worked
 7 on the artist services team.
 8 Q. And the subject is TM fan club letters. You
 9 write, (reading):
 10 "Hey guys, as we continue to
 11 refine our fan club compliance I'd
 12 like to touch base with you on fan
 13 club compliance in the interim."
 14 What were you refining about your fan club
 15 compliance?
 16 A. I honestly just -- I -- I don't recall what
 17 this email was about, sorry.
 18 Q. It happens to humans. (Reading):
 19 "Josh and I will be sitting
 20 together to come up with some creative
 21 ways we can work with artists," you
 22 write, "to create added value for fan
 23 club compliance and make sure we are
 24 buttoned up across the board and with
 25 the dev team."

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1 Do you recall what you meant by "sitting
2 together to come with up some creative ways we can
3 work with artists to create added value for fan club
4 compliance"?

5 A. I don't remember.

6 Q. Sitting here today, do you have any idea
7 what you might have been talking about?

8 A. I don't, I'm sorry. It would all be
9 speculation. I don't recall what I meant by this
10 email, or that sentence at least.

11 Q. In general, why does Songkick work with
12 artists to create added value for fan club
13 compliance?

14 A. I would say that it's twofold. One being
15 that artists want to provide value for fans and for
16 their fan clubs. And, two, we also insist on being
17 compliant and abiding by the policy so it is also a
18 reason why we create or want to create content for
19 fans.

20 Q. And how does creating content for fans help
21 you comply with the policy?

22 A. By ensuring that fans receive benefits
23 outside of tickets and outside of presales.

24 Q. Moving on to the last paragraph of your
25 email you write (reading):

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1 "I know there was one" -- by which
2 I think you meant a fan club letter --
3 "for The Hold Steady. I'm going to
4 suggest they don't do that sale as we
5 are not compliant (don't have added
6 value behind the login)."

7 So, what do you mean by that?

8 A. I can't recall this specific piece, but I
9 always worked with the team to ensure compliance and
10 if I didn't feel that we were compliant I made sure
11 that we -- that we righted the situation or that we
12 weren't able to go on sale with the tickets.

13 Q. Right. So here you're saying, in substance,
14 one of the requirements of the fan club policy is
15 that there be added value behind the login beyond
16 just the sale of tickets, I'm not convinced that
17 that's satisfied here, so it's not a compliant fan
18 club. So we shouldn't do the presale.

19 MR. LORIG: Excuse me. By definition, by
20 trying to put his own words in the witness's mouth,
21 it's argumentative.

22 THE WITNESS: I -- I guess I feel -- I feel
23 the same way about it. I think that I always worked
24 with the team to make sure that we were compliant and
25 it was one of my responsibilities to make sure

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1 that -- that I was doing what was best for the artist
2 and for the company in that way.

3 BY MR. GASS:

4 Q. Right. And -- and not having added value
5 behind the login is one of the ways that a fan club
6 can not be compliant with the policy?

7 A. I definitely agree with that.

8 Q. Ok. How much added value is required?

9 MR. LORIG: Objection; beyond the 30(b)(6)
10 topic, but you can answer as an individual.

11 THE WITNESS: I would say that artists --
12 artists all feel about their fan clubs differently
13 and we work with them to ensure that they're
14 compliant to the policy and ensure that there are
15 benefits beyond tickets.

16 BY MR. GASS:

17 Q. Let me take you back to my question, which
18 is how much added value is necessary to comply with
19 the policy?

20 MR. LORIG: Same objection as previously
21 stated; beyond the scope of 30(b)(6), calling for
22 legal conclusion.

23 THE WITNESS: I would say that's really hard
24 to define and that we always ensure that an artist is
25 providing content and value to fans beyond just

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1 presale tickets.

2 BY MR. GASS:

3 Q. Is it so hard to define that you don't have
4 a working definition?

5 MR. LORIG: Excuse me. Argumentative.
6 Beyond the 30(b)(6) topic. You can answer as an
7 individual.

8 THE WITNESS: We use the definition from the
9 Ticketmaster fan club policy and we always ensure
10 that we are compliant to that.

11 BY MR. GASS:

12 Q. Because it's hard to define, do you think
13 it's a topic about which reasonable people could
14 disagree?

15 MR. LORIG: I'm going to object to the
16 question as argumentative, assumes a fact not in
17 evidence in the question. Also beyond the 30(b)(6).

18 THE WITNESS: I would say that referencing
19 the fan club -- referencing the fan club policy, that
20 it's -- it's clear what's required there for
21 compliance.

22 BY MR. GASS:

23 Q. But I thought you said that it was hard to
24 define how much added value is necessary for a
25 compliant fan club.

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1 MR. LORIG: Assumes a fact not in evidence,
2 argumentative.

3 BY MR. GASS:

4 Q. Is that correct?

5 MR. LORIG: Same objection.

6 THE WITNESS: I think that it's clear in the
7 policy what -- what it takes to be a compliant fan
8 club.

9 BY MR. GASS:

10 Q. So what's hard to define?

11 MR. LORIG: Objection; argumentative.
12 Beyond 30(b)(6).

13 THE WITNESS: Can you ask the original
14 question where you're talking about defining it? I'm
15 so sorry.

16 BY MR. GASS:

17 Q. I asked -- let me step back.

18 A. Sorry.

19 Q. We were talking in the context of the
20 exhibit at issue about added value behind a login,
21 and in the instance at issue you had concluded that
22 the presale would not comply with Ticketmaster's
23 policy because you did not have added value behind
24 the login.

25 And I asked you the question, how much added

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1 value is necessary to comply with the policy, and you
2 said, I would say that's really hard to define. And
3 so I'm asking now --

4 MR. LORIG: Where are you reading from, how
5 far back are you?

6 MR. GASS: I'm at --

7 MR. LORIG: Where?

8 MR. GASS: 78, 21.

9 MR. LORIG: Hold on. We have you at a
10 disadvantage, Jessie. We have these things and you
11 don't.

12 THE WITNESS: I need one.

13 MR. LORIG: I know. You need one.

14 Okay. Go ahead. Well, that's just where we
15 are right now, 78, 21. Where did she say it before?
16 I mean I'm reading what you just said, but -- oh, I
17 see. All right. Go ahead.

18 THE WITNESS: I feel like what I meant by
19 that was more of an opinion and not related to
20 compliance. But in terms of compliance, I feel like
21 it's very clear in the policy what is needed to be
22 compliant.

23 MR. GASS: Like to mark this exhibit as next
24 in sequence.

25 (Exhibit 212 Email chain,

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1 Bates-stamped SK00219029 through
2 SK00219035, marked for identification
3 as of this date.)

4 MR. GASS: What number are we up to?

5 THE DEPOSITION OFFICER: 212.

6 THE WITNESS: Thank you.

7 (Document reviewed by witness.)

8 THE WITNESS: Okay.

9 MR. GASS: For the record, this is the
10 document Bates-stamped SK00219029.

11 BY MR. GASS:

12 Q. Do you recognize this as an email that you
13 sent in the course of your employment at Songkick?

14 A. I don't recall this specific email, but it's
15 definitely sent by me.

16 Q. I'd like to turn your attention to the page
17 Bates-stamped ending 9034.

18 A. Okay.

19 Q. You write (reading):

20 "Hey guys."

21 And from the context of this email, can you
22 tell who you're writing to?

23 A. My assumption is that I'm writing to the
24 Mick group, but I cannot tell.

25 Q. And who is the Mick group?

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1 A. Sorry. Mick Management is the artist
2 management group.

3 Q. Okay. And can you tell from the context of
4 this email whether there's a particular presale that
5 you're writing about here?

6 A. It looks like by the subject line that we're
7 talking about St. Lucia.

8 Q. Okay. So St. Lucia, as far as we can tell,
9 is seeking to do an artist presale using Songkick,
10 correct?

11 A. Correct.

12 Q. And you write (reading):

13 "Hey guys. I just found this in
14 my inbox. For some reason this didn't
15 send last Friday" --

16 MR. LORIG: Outbox.

17 THE WITNESS: Outbox.

18 BY MR. GASS:

19 Q. Excuse me. "My outbox." Apologies.

20 MR. LORIG: Happens to everybody.

21 BY MR. GASS:

22 Q. Skipping down, you say (reading):

23 "We received a TM fan club
24 compliance letter for the TLA date."
25 What's the TLA date?

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1 A. TLA, I believe, is a venue in Philadelphia.
 2 Q. And by "TM fan club compliance letter," you
 3 mean a letter from Ticketmaster instructing that for
 4 that date, any presale must comply with
 5 Ticketmaster's fan club policy?
 6 A. Generally we receive that from the venue.
 7 Q. Oh. Okay. So you received a letter from
 8 the venue saying that you had to comply with
 9 Ticketmaster's fan club policy for that date?
 10 A. That's my assumption here, yes.
 11 Q. Then you write (reading):
 12 "We will need to take two simple
 13 steps for this sale in order to sell
 14 tickets off of the Ticketmaster
 15 system. We will create a log-in prior
 16 to the purchase process where fans
 17 will enter their email address and
 18 create a password to join, 'St. Lucia
 19 online.' Once they do so, they will
 20 enter the event to purchase tickets.
 21 "The other thing we need to do is
 22 create some sort of content
 23 specifically for those fans who join
 24 'St. Lucia online.' This can be any
 25 sort of content you may have. A

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1 photo/video that hasn't been released,
 2 a letter from the band. Lately we've
 3 been running a number of contests for
 4 these.
 5 "If you have a record or piece of
 6 merchandise we could have the band
 7 sign, we could give it away to a
 8 random fan who enters."
 9 Are you describing here the steps that you
 10 plan to take to create a fan club and presale that
 11 complies with Ticketmaster's policy?
 12 A. To my recollection, I'm describing part of
 13 it here. Mick Management is a company that we worked
 14 with even before we -- even before I started working
 15 there. So my assumption is that they're familiar
 16 with the policy here and everything that an artist
 17 has to do in order to be compliant.
 18 Q. But back to my question, does this paragraph
 19 outline the steps that you are proposing to Mick
 20 Management be taken in order to create a compliant
 21 presale for the TLA date?
 22 MR. LORIG: Argumentative. She told you
 23 what she thought was needed. You already asked it
 24 and that preamble made it argumentative. You just
 25 didn't like the answer.

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1 THE WITNESS: Yes. This includes parts of
 2 that and we work with Mick -- we worked with Mick
 3 Management a lot, and so we worked with them on other
 4 compliant sales as well.
 5 BY MR. GASS:
 6 Q. Are there any other steps that you
 7 recommended to Mick Management to create a compliant
 8 presale for the St. Lucia tour at issue here?
 9 A. We always ensure that we're compliant, so we
 10 would have ensured that we're integrated on their
 11 website; that there's an area for fans that they can
 12 log into, and then we would also be capturing their
 13 data and sharing it with the artist so they can
 14 continue communication with them and ensure that
 15 they're building relationships with the fans in
 16 conjunction with these things stated in this email.
 17 Q. But to be clear, am I correct in
 18 understanding that this is an instance in which
 19 Songkick is creating a fan club from the ground up?
 20 A. I don't recall specifically, but this looks
 21 to be the case here.
 22 Q. Okay. And do you recall whether the artist
 23 was interested in having a fan club for any reason
 24 other than conducting a presale at the Ticketmaster
 25 venue?

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1 A. I don't recall, but like artists like this
 2 that we work with that are looking to do sales are
 3 really looking to create these long-lasting
 4 relationships with fans and ensuring that they're
 5 able to contact them for other promotion to come.
 6 Mick Management was definitely one of those clients
 7 that really cared about that.
 8 Q. Do you know whether you actually went
 9 through and created the St. Lucia fan club described
 10 here?
 11 A. I don't recall, but I can assume yes.
 12 Q. Do you know whether they continued to
 13 maintain the fan club that you created after the tour
 14 was over?
 15 A. We always ensure that the artists have the
 16 data from the fan club and from the fans in order to
 17 be able to continue relationships with them. We
 18 also, at their request, will update fan club content
 19 and make sure that's up to date if they would like us
 20 to.
 21 And that's kind of in the -- in the artist's
 22 court as to how they want to treat their fan club.
 23 Every artist treats their fan club differently.
 24 Yeah.
 25 Q. So if you have the data that you give back

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1 to the artist about the fan club, does that mean that
2 Songkick can track how long a fan club stays active?

3 MR. LORIG: Question is hypothetical; beyond
4 30(b)(6).

5 THE WITNESS: Can you be clear about the
6 question? I'm sure what you're asking.

7 BY MR. GASS:

8 Q. Yeah. You mentioned that part of what
9 Songkick does with artists, and the fan clubs that
10 Songkick creates for them, is supply the artist with
11 data, correct?

12 A. Correct.

13 Q. I wonder if that ongoing provision of data
14 allows Songkick to know how long the fan club remains
15 active.

16 MR. LORIG: Again, hypothetical, beyond the
17 30(b)(6).

18 THE WITNESS: There are certain ways that we
19 would be able to do that based on when fans join a
20 fan club, but if I understand your question
21 correctly, I -- once we deliver that data to the
22 artist, artists own that data and then they're able
23 to kind of -- to build those relationships with the
24 fans. So I'm not sure that we have that information.

25 ///

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1 BY MR. GASS:

2 Q. So Songkick -- you -- so you don't know
3 whether Songkick can tell how long an artist's fan
4 club that it has created remains active?

5 A. I'd say that --

6 MR. LORIG: Beyond the 30(b)(6), but you can
7 answer.

8 THE WITNESS: There are -- there are certain
9 indicators that we can use when we're integrated on
10 an artist's website. We can see fans continuing to
11 join, and so by that we can see that it's active.

12 BY MR. GASS:

13 Q. Do you routinely check to see if a fan club
14 is active after the presale has closed?

15 A. Yeah.

16 Q. For how long?

17 A. I -- I don't think I can say. I'm not sure.

18 Q. A week?

19 A. Oh, much longer than that.

20 Q. A month?

21 A. Potentially longer than that.

22 Q. Six months?

23 A. Potentially.

24 MR. LORIG: Beyond the 30(b)(6).

25 ///

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1 BY MR. GASS:

2 Q. A year?

3 A. Potential.

4 MR. LORIG: Same objection.

5 BY MR. GASS:

6 Q. And when Songkick conducts these routine
7 checks, what does it find?

8 So, more to the point, after a month, what
9 fraction of fan clubs that Songkick has created for
10 artists remain active?

11 MR. LORIG: Objection; assumes a fact not in
12 evidence that they check every month.

13 THE WITNESS: I don't feel like I can speak
14 to that. I'm not sure. Sorry.

15 BY MR. GASS:

16 Q. Have you ever found an instance in which an
17 artist fan club that Songkick created for a tour was
18 inactive after a month?

19 A. Not that I can recall.

20 Q. After six months?

21 A. Not that I can recall. Sorry.

22 Q. After a year?

23 A. Like nothing specifically that I can recall.

24 Q. Can you recall instances in which you
25 checked and the fan club was active?

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1 A. Yes.

2 Q. Can you give me an example?

3 A. Yeah. I mean, "Weird Al" Yankovic is -- is
4 one of them. Bonnie Raitt is one of them. I
5 don't -- I don't work with a lot of specific artists,
6 my team does that so I don't have the specific
7 details, but there are artists that are constantly
8 keeping up their fan clubs, working with creating
9 those relationships with fans. So there are
10 definitely multitudes of ongoing fan clubs that we
11 power.

12 Q. Can -- can you recall anyway others besides
13 "Weird Al" and Bonnie Raitt, sitting here today?

14 A. Yeah, of course.

15 MR. LORIG: Again, beyond the scope of the
16 30(b)(6).

17 THE WITNESS: My mind is drawing a blank,
18 not because they're not there, but I just don't
19 recall.

20 BY MR. GASS:

21 Q. Right. And -- and to be clear, you can't
22 recall any instance of an artist where you set up a
23 fan club and it subsequently became inactive,
24 correct?

25 A. Sorry. Correct. I'm not saying that they

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<p>1 don't exist, I just don't recall.</p> <p>2 Q. With respect to the content that is added</p> <p>3 behind the login mechanism of the fan clubs that</p> <p>4 Songkick creates, is Songkick itself the one that</p> <p>5 puts the content there or is the artist the one that</p> <p>6 puts the content there?</p> <p>7 A. We will develop the content with the artist</p> <p>8 in terms of actually physically doing that. When</p> <p>9 we're powering a fan club our creative and</p> <p>10 development team does that work, but we can't do that</p> <p>11 without the support of the artist and their</p> <p>12 involvement.</p> <p>13 Q. Your email lists a number of items that</p> <p>14 might be included as that content, correct?</p> <p>15 A. Correct.</p> <p>16 Q. So it lists, for example, a photo/video that</p> <p>17 hasn't been released and a few other things, right?</p> <p>18 (No audible answer.)</p> <p>19 BY MR. GASS:</p> <p>20 Q. Do you recall any presales that Songkick has</p> <p>21 conducted with a fan club that did not have any</p> <p>22 content beyond just the sale of tickets in the fan</p> <p>23 club?</p> <p>24 A. No.</p> <p>25 Q. Do you recall any presales that Songkick</p>	<p>1 conducted for an artist at a Ticketmaster venue</p> <p>2 where, behind the fan club, there was only one piece</p> <p>3 of content other than the sale of tickets?</p> <p>4 A. I would say that it's possible, yes.</p> <p>5 Q. It might have happened, but you can't think</p> <p>6 of any particular instance or you can?</p> <p>7 A. I can't recall a particular instance.</p> <p>8 Q. Okay. What about two pieces of content?</p> <p>9 MR. LORIG: Again, beyond the 30(b)(6).</p> <p>10 THE WITNESS: I can't recall specifically,</p> <p>11 but I'm sure that they -- that, that that exists.</p> <p>12 Our -- my -- the artist services team, the team that</p> <p>13 works with the clients are the people that are</p> <p>14 working to develop the content with the artist and</p> <p>15 ensure that fans are receiving benefits. I don't --</p> <p>16 I'm not brought into the details of that. I</p> <p>17 obviously work with the team to make sure that we're</p> <p>18 client, but the specific content piece of it --</p> <p>19 pieces of it are usually dealt with between the</p> <p>20 artist services team and the artist's team directly.</p> <p>21 BY MR. GASS:</p> <p>22 Q. If there were just two pieces of content</p> <p>23 beyond the sale of tickets, would that be compliant?</p> <p>24 MR. LORIG: Excuse me. Calling for a legal</p> <p>25 conclusion. Beyond the scope of the 30(b)(6).</p>
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<p>1 Incomplete hypothetical.</p> <p>2 THE WITNESS: Ah, yes, that's compliant to</p> <p>3 the fan club policy.</p> <p>4 BY MR. GASS:</p> <p>5 Q. What if there were just one piece?</p> <p>6 MR. LORIG: Same objection.</p> <p>7 THE WITNESS: That's compliant to the fan</p> <p>8 club policy.</p> <p>9 BY MR. GASS:</p> <p>10 Q. Does it matter what the -- what that one</p> <p>11 piece is?</p> <p>12 MR. LORIG: Same objection; beyond the</p> <p>13 30(b)(6), calling for a legal conclusion.</p> <p>14 THE WITNESS: As long as the benefit isn't</p> <p>15 just tickets, then it's compliant to the policy.</p> <p>16 MR. GASS: Like to mark the next exhibit in</p> <p>17 sequence, please.</p> <p>18 (Exhibit 213 Email chain,</p> <p>19 Bates-stamped SK00257634 through</p> <p>20 SK00257638, marked for identification</p> <p>21 as of this date.)</p> <p>22 (Document reviewed by witness.)</p> <p>23 THE WITNESS: Okay.</p> <p>24 MR. GASS: For the record, this is the</p> <p>25 document whose first page is Bates-stamped</p>	<p>1 SK00257634.</p> <p>2 BY MR. GASS:</p> <p>3 Q. Do you recognize the top email as one that</p> <p>4 you received in the course of your employment at</p> <p>5 CrowdSurge?</p> <p>6 A. I don't recall this email but I definitely</p> <p>7 have it.</p> <p>8 Q. And is this correspondence about a</p> <p>9 particular presale that CrowdSurge was planning to</p> <p>10 conduct?</p> <p>11 A. This looks to be for Robyn & Röyksopp, if</p> <p>12 I'm reading this correctly.</p> <p>13 Q. And so Songkick hoped to conduct a presale.</p> <p>14 Was this one for which Songkick understood that, at</p> <p>15 least for some dates, it had to comply with</p> <p>16 Ticketmaster's fan club policy?</p> <p>17 A. I'd say that I don't recall, but -- I don't</p> <p>18 recall.</p> <p>19 Q. Going to the page with Bates stamp ending</p> <p>20 637, you write (reading):</p> <p>21 "Hey Rob, I know you're putting</p> <p>22 together language for compliance on</p> <p>23 the success page. Below are some</p> <p>24 examples of language you can use. I'm</p> <p>25 happy to help if need be."</p>

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<p>1 Correct?</p> <p>2 A. Yep.</p> <p>3 Q. What kind of compliance were you talking</p> <p>4 about?</p> <p>5 A. I assume I'm referring to fan club</p> <p>6 compliance here, but -- Ticketmaster fan club</p> <p>7 compliance but I'm not sure.</p> <p>8 Q. Right. Is there anything else that you</p> <p>9 might be seeking compliance for that you can think</p> <p>10 of?</p> <p>11 A. No.</p> <p>12 Q. And who is Rob McAllister?</p> <p>13 A. Rob McAllister used to work for us on the</p> <p>14 artist services team in the UK.</p> <p>15 Q. Right. So he writes (reading):</p> <p>16 "Hey, Jesse, I was thinking of</p> <p>17 just using one of the images I sent</p> <p>18 through to a web address."</p> <p>19 A. I'm sorry. Where is that?</p> <p>20 Q. That's on the page with the Bates stamp</p> <p>21 ending 636.</p> <p>22 A. Oh, sorry. Yeah.</p> <p>23 Q. And he writes (reading):</p> <p>24 "What do you think?"</p> <p>25 You in turn respond (reading):</p>	<p>1 "Thanks, Rob. I think we need to</p> <p>2 be a bit more explicit that this is</p> <p>3 exclusive to online members."</p> <p>4 Does that confirm your intuition that the</p> <p>5 compliance that you're seeking to provide here is</p> <p>6 compliance with Ticketmaster's fan club policy?</p> <p>7 A. I assume so, yes.</p> <p>8 Q. And he writes (reading):</p> <p>9 "Thanks for signing up to the</p> <p>10 Robyn & Röyksopp fan club where you</p> <p>11 will you receive exclusive content.</p> <p>12 We can't wait to come to Boston.</p> <p>13 Image? I'm happy to say whatever we</p> <p>14 need to be compliant."</p> <p>15 And you write back (reading):</p> <p>16 "Thanks. Can we say something</p> <p>17 more clever?"</p> <p>18 What did you mean by that?</p> <p>19 A. If I recall correctly, I just more mean like</p> <p>20 better language. I didn't like the language here.</p> <p>21 Q. Right. And then you ask "Can I see the</p> <p>22 pic?"</p> <p>23 And so can you tell from this</p> <p>24 correspondence, or do you know from your</p> <p>25 recollection, what was this picture to be used for</p>
Page 108	Page 109
<p>1 that you're discussing?</p> <p>2 A. My assumption is that we were using it for</p> <p>3 part of the content for fans.</p> <p>4 Q. Do you recall any other content for fans</p> <p>5 besides the picture?</p> <p>6 A. I didn't work with this artist specifically,</p> <p>7 so I can't say.</p> <p>8 Q. Okay. Rob writes back "Hey Jesse" -- this</p> <p>9 is at the page ending Bates stamp 634.</p> <p>10 A. Yep. I'm on it.</p> <p>11 Q. (Reading):</p> <p>12 "The pictures are in this thread</p> <p>13 and they're all really shit, so it's</p> <p>14 not really something that we can say</p> <p>15 the band is excited about."</p> <p>16 And you respond "OMG" --</p> <p>17 MR. LORIG: Do you want to finish the quote</p> <p>18 or there's no bother?</p> <p>19 BY MR. GASS:</p> <p>20 Q. You respond "OMG. That's really awful."</p> <p>21 Do you recall what the pictures looked like?</p> <p>22 A. I don't. I'm sorry.</p> <p>23 Q. Presumably they were really awful, right?</p> <p>24 A. Assume that they were not coming in well,</p> <p>25 from my comment.</p>	<p>1 Q. They were not coming in well? What do you</p> <p>2 mean?</p> <p>3 A. Like, I just -- they must have not looked</p> <p>4 good.</p> <p>5 Q. Do you think that that was a problem with</p> <p>6 the transmission of the photos to you or with the</p> <p>7 photos themselves?</p> <p>8 A. I can't say. Based on my detail I assume</p> <p>9 it's the photos themselves, but I don't recall.</p> <p>10 Q. Right. And you ask (reading):</p> <p>11 "There is no way we can get</p> <p>12 something else tomorrow? Have they</p> <p>13 not performed together at all? We</p> <p>14 can't get a rehearsal photo? A note?</p> <p>15 A pic they took for promo they</p> <p>16 decided not to use? Two different</p> <p>17 photos?"</p> <p>18 Why did you ask those questions?</p> <p>19 A. My assumption is that I asked these</p> <p>20 questions because I didn't like the quality of what</p> <p>21 was there.</p> <p>22 Q. Right. So this was added content to be</p> <p>23 available to fan club members, and you didn't like</p> <p>24 the quality of the content?</p> <p>25 A. Correct.</p>

<p style="text-align: right;">Page 110</p> <p>1 Q. Do you know whether this was an instance in 2 which Songkick was creating a fan club from the 3 ground up or whether the artist already had one by 4 any chance? 5 A. I can't recall with 100 percent certainty, 6 but I assume it was one we were working with the 7 artist to launch. 8 Q. Okay. And Rob responds (reading): 9 "I spoke to Eric, who's the main 10 man at DEF, and he said he wanted 11 something that was easy to put 12 together as both artists do not have 13 too many unseen assets at the moment. 14 I will ask the client first thing 15 tomorrow. 16 "With the Tegan and Sara example 17 you sent through, there was no 18 exclusive content. How did you get 19 around it there?" 20 Do you know what Tegan and Sara example he's 21 referring to? 22 A. I don't. 23 Q. So you don't recall if this was an instance 24 in which Songkick launched a fan club for Tegan and 25 Sara?</p>	<p style="text-align: right;">Page 111</p> <p>1 A. I assume that's what he's referring to here, 2 that we did work with Tegan and Sara and had a fan 3 club there. 4 Q. Do you recall the Tegan and Sara fan club at 5 all? 6 A. I don't. 7 Q. Is it possible that Songkick launched a 8 Tegan and Sara fan club with no exclusive content 9 behind the log-in? 10 MR. LORIG: Objection; hypothetical, 11 argumentative, beyond the 30(b)(6). 12 THE WITNESS: No, it's -- it's not possible 13 that Tegan and Sara fan club had no content. 14 BY MR. GASS: 15 Q. So do you think that Rob is mistaken here in 16 his email to you? 17 A. My assumption is yes, although I don't know 18 what happened after this email. But my assumption is 19 that he's mistaken. 20 MR. GASS: I'd like to mark this as the next 21 exhibit in sequence. 22 (Exhibit 214 Email chain, 23 Bates-stamped SK00257515 through 24 SK00257522, marked for identification 25 as of this date.)</p>
<p style="text-align: right;">Page 112</p> <p>1 MR. LORIG: 214? 2 MR. GASS: And for the record, this is the 3 document with Bates stamp SK00257515. 4 (Document reviewed by witness.) 5 BY MR. GASS: 6 Q. Do you recognize this as an email that you 7 sent in the course of your employment at Songkick? 8 A. I don't recall it, but I can see that I'm on 9 it. 10 Q. And am I correct that this is a continuation 11 of part of the thread that you were just engaged in 12 with Rob McAllister? 13 A. Looks to be, yes. 14 MR. LORIG: Objection; calling for 15 speculation, a document she doesn't recall seeing. 16 THE WITNESS: It looks to be, yes. 17 BY MR. GASS: 18 Q. So in response to his email saying "The 19 pictures are in this thread and they're all really 20 shit" -- which we discussed a moment ago, here you 21 write (reading): 22 "Hey, Rob, I would rather get them 23 to agree to film/create some exclusive 24 content from the road that will only 25 be shared with these fans than provide</p>	<p style="text-align: right;">Page 113</p> <p>1 that image." 2 MR. LORIG: Where are you reading from? I'm 3 sorry. 4 THE WITNESS: Oh, I see here. It's on 516 5 thread. 6 MR. LORIG: Oh, okay. Thanks. 7 BY MR. GASS: 8 Q. Spilling over into 517 you write (reading): 9 "Do you think we could get them 10 to agree to that, and then we can 11 message fans during the tour? We can 12 create language on the success page 13 to have fans keep a lookout." 14 Do you recall why you were making this 15 suggestion? 16 MR. LORIG: Calling for speculation. 17 THE WITNESS: From reading this email, I -- 18 my assumption is that I just like wasn't fully happy 19 with the content here. 20 BY MR. GASS: 21 Q. From a compliance perspective or from a 22 different perspective? 23 A. From a fan perspective. I always want to 24 make sure that this -- that the content that we're 25 providing is meaningful to fans and meaningful to</p>

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1 allow artists to, you know, continue to create deeper
2 relationships with fans. So I want to make sure that
3 we're treating fans right.

4 Q. Rob then responds (reading):

5 "Just following up" -- excuse
6 me -- "just following on from my
7 previous email, as I did not see this
8 one, I think getting a video shot
9 ready for tomorrow is a huge ask, and
10 I would prefer to prioritize requests
11 that will result in direct ticket
12 sales, such as marketing.

13 "I will speak to them tomorrow and
14 see if they have any photos that are
15 exclusive, but the manager didn't care
16 at all about this exclusive piece of
17 content."

18 What do you understand Rob to have meant by
19 "the manager didn't care at all about this exclusive
20 piece of content"?

21 MR. LORIG: Calling for speculation; beyond
22 the 30(b)(6).

23 THE WITNESS: I don't think that I can speak
24 to that. I'm sorry.

25 ///

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1 BY MR. GASS:

2 Q. Sitting here today, what do you think he
3 meant?

4 MR. LORIG: Same objection; calling for
5 speculation, beyond the 30(b)(6).

6 THE WITNESS: I'm not confident in speaking
7 to it, but if I had to make a guess, I would say that
8 the manager feels that he can create -- that he --
9 that he can create direct connection with his fans
10 using this fan club in other ways other than this
11 specific piece of content, and that he feels like
12 this is -- that this is something that fans will be
13 interested in. But again, I'm not -- I'm not privy
14 to that conversation.

15 BY MR. GASS:

16 Q. So on that interpretation, the artist
17 manager is excited, generally, about the idea of
18 exclusive content for fans behind the fan club but
19 just doesn't like the particular candidates that are
20 currently being proposed?

21 MR. LORIG: Calling for speculation; beyond
22 the scope of 30(b)(6).

23 THE WITNESS: I don't think I can speak to
24 that. I'm sorry. I don't know.

25 ///

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1 BY MR. GASS:

2 Q. I'm just trying to understand your answer.

3 A. Oh, okay.

4 Q. You suggested that, sitting here today, you
5 would guess that by "the manager didn't care at all
6 about this exclusive piece of content," what was
7 meant was he liked the idea of exclusive content for
8 fans behind the fan club wall in general, but just
9 didn't like this particular piece of exclusive
10 content.

11 Am I understanding that correctly or no?

12 MR. LORIG: Excuse me. Calling for
13 speculation, beyond the 30(b)(6).

14 THE WITNESS: It's so hard to say. I
15 think -- I think what the manager means -- I mean, I
16 don't know, I'm just speculating.

17 MR. LORIG: I'm sure he doesn't want you to
18 speculate.

19 BY MR. GASS:

20 Q. Let me ask you this. Do you think it's
21 possible that the manager meant, I don't care at all
22 about there being any exclusive content behind the
23 fan club wall?

24 MR. LORIG: Calling for speculation, beyond
25 the 30(b)(6) topic.

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1 THE WITNESS: I think the manager cares
2 about creating direct-to-fan -- direct artist-to-fan
3 relationship with fans. And that he cares about
4 being able to collect this data and be able to keep a
5 relationship with these fans. I don't know what he
6 means by this exclusive content piece. Sorry.

7 BY MR. GASS:

8 Q. Continuing on your response (reading):

9 "Thanks, Rob. I think I didn't
10 explain myself correctly. As with
11 Tegan and Sara, we message fans that
12 exclusive content is coming because T
13 and S wanted to record either by a
14 video or photography some content
15 from the road which we will
16 distribute."

17 Let me pause there for a moment.

18 Does that refresh your recollection at all
19 about the Tegan and Sara episode that we discussed a
20 moment ago?

21 A. A bit, yeah.

22 Q. So what do you think happened with Tegan
23 and -- and Sara?

24 Let me clarify that question. Do you think
25 it's possible that the fan club that you launched for

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1 Tegan and Sara launched with no additional content
2 beyond ticket sales presently there, but with the
3 promise of additional content to come?

4 MR. LORIG: Calls for speculation.

5 THE WITNESS: I can't recall but -- I -- I
6 can't recall.

7 BY MR. GASS:

8 Q. Is that what this paragraph --

9 A. I'm sorry.

10 Q. -- of your email suggests?

11 MR. LORIG: Calling for speculation on this
12 record, beyond the 30(b)(6).

13 THE WITNESS: I would say that this suggests
14 that, yeah.

15 BY MR. GASS:

16 Q. You go on to say (reading):

17 "We can do the same with R and

18 R" -- which is the band at issue here,
19 correct?

20 A. Robyn & Röyksopp.

21 BY MR. GASS:

22 Q. (Reading):

23 "If they agree that they will
24 provide some content from the road I
25 think that will be more valuable to

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1 fans. We will email all fans with
2 the content at a later date."

3 Going onto the next page you write
4 (reading):

5 "Despite the fact that we are
6 doing this just to comply with
7 Ticketmaster, I think the content
8 they provided is a bad look for
9 them."

10 What did you mean by the fact that "we are
11 doing this just to comply with Ticketmaster"?

12 A. I think that the way that I meant this is
13 that we're doing this in order to comply with
14 Ticketmaster's fan club policy and that we always
15 ensure that we're compliant with that policy.

16 Q. And -- and what is "this" here, that we are
17 doing "this"?

18 A. I think that what I'm referring to here is
19 ensuring that there is -- ensuring that there's
20 content in the fan club to ensure that we're
21 compliant to the policy.

22 Q. Rob writes back (reading):

23 "Hey, Jesse, I've spoken to the
24 client and they have no additional
25 content at the moment to use for

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1 this. Both artists are out of cycle
2 and management do not have the
3 resources to put something together.

4 They also do not want to commit to
5 producing content for the fan club
6 either, especially as we're only
7 doing it for one show. I think we
8 should stick with what we have.
9 Management are happy with it."

10 What do you understand Rob to have meant
11 when he wrote "they also do not want to commit to
12 producing content for the fan club"?

13 A. I think what he's referring to is the -- the
14 video here that I'm suggesting.

15 Q. Does that refresh your recollection about
16 what he might have meant when he wrote on the
17 preceding page that "the manager didn't care at all
18 about this exclusive piece of content"?

19 A. To me, this feels like we're talking about
20 the video but I'm not sure. It's not very clear.

21 Q. Again, this is a fan club that Songkick is
22 creating just to comply with Ticketmaster, correct?

23 A. This is a fan club that Songkick is creating
24 with the artist in order to serve fans and create
25 long-lasting relationships with them, that's why

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1 artists work with us to do that and so that's --
2 that's part of what we're doing. We're also
3 complying with the policy.

4 Q. Right. But Rob made clear to you that we're
5 only doing it for one show, right?

6 A. We were creating this fan club for more than
7 one show. I just think that this language is
8 unclear.

9 Q. Do you have any sense of why the artist's
10 management do not want to commit to producing content
11 for the fan club?

12 MR. LORIG: Calling for speculation, beyond
13 the 30(b)(6).

14 THE WITNESS: I don't know, sorry. I don't
15 know this manager or this management company.

16 BY MR. GASS:

17 Q. You respond (reading):

18 "Okay. I guess it is what it is.

19 Yi, can you incorporate one of those
20 pics on to the success page? We can
21 use the normal language. Thanks."

22 Are you referring here to the pics that were
23 described as shit in the prior correspondence?

24 A. I assume that I am.

25 Q. And you're suggesting that Songkick

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<p>1 incorporate one of those pics on to the success page 2 correct? 3 A. It seems so, yeah. 4 Q. What's the success page? 5 A. When you log into the fan club or sign up to 6 the fan club, there's an area where we display 7 content to fans. So that's what I'm referring to 8 here. 9 Q. Was there any other content on the Robyn & 10 R��ksopp fan club besides that one pic and the 11 ability to buy presale tickets? 12 A. I don't recall specifically. 13 Q. Do you have any reason -- 14 A. But -- 15 Q. Excuse me. I'm sorry. 16 A. That's okay. But it doesn't look like it. 17 We also worked with Robyn & R��ksopp to catch -- 18 capture artist data. That data all goes back to 19 them. So they're able to really focus on -- on, 20 like, building relationships with these fans and fan 21 club members. 22 Q. I'd like to go back, if I could, to 23 Exhibit 205. And specifically the page with the 24 Bates stamp ending 7166. 25 With respect to the Robyn & R��ksopp fan</p>	<p>1 club that we've just been discussing, was the primary 2 purpose of the fan club site to promote the fan club 3 and the artist not to sell tickets? 4 A. I would say the primary message of every fan 5 club that we work with an artist is to capture data 6 and make sure that artists have the ability to create 7 long-term relationships with fans. 8 So yes, I agree like tickets are a part of 9 it, but really being able to capture that data, 10 deliver it to the artist, and allow them to really 11 build these meaningful relationships is -- is the 12 primary reason that artists work with us to be able 13 to engage fans and work with them directly. 14 Q. Would Robyn & R��ksopp have created this fan 15 club with you if they did not want to sell presale 16 tickets? 17 MR. LORIG: Objection; calling for 18 speculation, beyond the 30(b)(6). 19 THE WITNESS: I can-- I can only guess on 20 that. And my assumption is no, that they want to 21 create a environment where they are working with 22 fans, capturing data, and being able to provide those 23 fans with presale tickets, but with the focus of 24 being able to understand fans, to be able to own that 25 data, and create meaningful relationships with them.</p>
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<p>1 BY MR. GASS: 2 Q. So your answer was no? 3 MR. LORIG: Objection; her answer is what 4 her answer was, argumentative. 5 THE WITNESS: My answer is that the primary 6 message -- the primary purpose of the fan club is 7 really to create relationships with fans. So no, I 8 don't think that the primary purpose of the fan club 9 is to sell tickets. 10 BY MR. GASS: 11 Q. Right. I was asking a different question -- 12 A. Sorry. 13 Q. It happens. 14 -- which is whether Robyn & R��ksopp would 15 have created the fan club site that Songkick worked 16 with them to create but for their desire to sell 17 artist presale tickets? 18 MR. LORIG: I'm going to object again as 19 being speculative; therefore, objectionable and 20 beyond the 30(b)(6). 21 THE WITNESS: No, I don't think so. 22 BY MR. GASS: 23 Q. And yet, the primary purpose of the fan club 24 site is not to sell tickets; is that correct? 25 A. Correct.</p>	<p>1 MR. GASS: I'd like to mark this exhibit as 2 next in sequence. 3 (Exhibit 215 Email chain, 4 Bates-stamped SK00744771 through 5 SK00744776, marked for identification 6 as of this date.) 7 MR. LORIG: How much time do we have left on 8 the tape? 9 THE VIDEOGRAPHER: About 35 minutes. 10 MR. LORIG: Okay. 11 THE WITNESS: Can I take a quick bathroom 12 break after this one? I think I can last another 13 hour. 14 MR. GASS: Sure. 15 MR. LORIG: Well, let me suggest, since we 16 hadn't started to examine on the document, why don't 17 we take a break now? 18 MR. GASS: Absolutely. 19 THE WITNESS: Thank you. I'll be really 20 quick. 21 THE VIDEOGRAPHER: This concludes DVD 22 number 2. We're now going off the record. The time 23 is 12:23. 24 (At 12:23 P.M., the deposition of JESSICA BELLIN was 25 adjourned for luncheon recess.)</p>

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1 buy the poster, correct?

2 A. That's being -- that's being presented to
3 fans at this time. It seems that that's the case,
4 yes.

5 Q. And she says she wants to keep the phrase
6 "and more" in an email blast because it indicates
7 that there's more than just one perk besides tickets
8 that fan club members will get; is that correct?

9 MR. LORIG: Excuse me. Objection; best
10 evidence rule, the document speaks for itself.

11 THE WITNESS: She wants to address that
12 there's more than the availability of the contest,
13 and more than the availability of the tickets,
14 and -- and the more desirable that the marketing team
15 works on creating these fan clubs, the more people
16 that we're able to collect data from for the artist,
17 the more success we can show them from the campaign.
18 BY MR. GASS:

19 Q. And she says (reading):

20 "I know it is silly."

21 And then she explains that the "and more"
22 shows that there's more than just one other thing
23 besides tickets.

24 Do you agree that it's silly?

25 A. No. I disagree. I think she just means in

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1 marketing terms, like she wants to add that word to
2 make it seem more desirable.

3 Q. Do you have any sense of why she have might
4 have thought it was silly?

5 A. I don't. Sorry.

6 Q. And with respect to the fan club at issue
7 here, is this one that Songkick was launching from
8 the ground up for this tour?

9 A. I don't recall. Sorry. If I had to make a
10 guess, I would say yes, but I don't recall.

11 Q. And if it was, would the purpose of the fan
12 club have been something other than to sell tickets?

13 MR. LORIG: Objection; calling for
14 speculation, argumentative, beyond the 30(b)(6).

15 THE WITNESS: The purpose of the fan club is
16 to make sure that artists, not specifically Netsky,
17 is able to capture data for fans, be able to engage
18 with them, and be able to create meaningful
19 relationships with these fans.

20 BY MR. GASS:

21 Q. Can you tell me more about the data that you
22 give fans -- excuse me -- that you give artists?

23 A. Yeah, of course. When fans register for a
24 fan club, we capture the data that we talked about
25 earlier, the -- their member ID, their -- which is

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1 their email address, and then location data around
2 them.

3 Q. And can you refresh my recollection? You
4 said that was sort of country of origin; is that
5 correct?

6 A. Country of origin, state or country of
7 origin, and general area.

8 Q. Uh-huh.

9 A. And when fans buy tickets, we obviously get
10 more data than that, which is delivered to the
11 artist. But all that data together we deliver to the
12 artist, they own the email address. That's something
13 that they're able to then like really build a
14 relationship with that fan and -- and -- and continue
15 to nurture that relationship with them.

16 Q. Does Songkick track how the artist uses the
17 data?

18 A. No, we don't track it.

19 Q. So when you suggested a moment ago that the
20 artist uses the data -- the artist is able to use the
21 data to build a relationship with the fan and
22 continue to nurture that relationship, how do you
23 know that that's how they use the data?

24 A. It's one of the main reasons that artists
25 work with us. Without -- without the data, I don't

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1 think that a lot of artists would be interested in --
2 in working with us. That's really the -- the point
3 of what we do working with artists, to engage fans
4 and connect with them and create a deeper connection
5 with them, I think without that data piece, I -- I
6 don't think that we would have a lot of clients.

7 Q. Have you spoken to any artists about what
8 they do with the data that Songkick provides them?

9 A. We definitely have conversations with
10 certain clients about it when they are clients to are
11 hyperengaged in understanding insights and working on
12 understanding different sectors of their fans.

13 Again, I don't work directly with the
14 artists, a lot of my team does. But there are many,
15 many artists where we have conversations with them
16 about data and about how they're looking at it and
17 how they should -- and how they should use it.

18 Q. Can you recall any artist that you or a
19 member of your team has had a conversation like that
20 with?

21 A. I'd say recently, or most recently, The xx.
22 We worked with The xx to kind of help them identify
23 their biggest fans based on data that we have, and
24 they announced their tour specifically using that by
25 sending fans tickets in the mail before they even

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1 announced the tour. So there are a lot of artists
2 like that that are really trying to understand their
3 core fan base, and using the data that we have is
4 very available to them.

5 MR. GASS: Like to mark this as the next
6 exhibit in sequence.

7 (Exhibit 216 Emypreans Targeted,
8 marked for identification as of this
9 date.)

10 THE WITNESS: Thank you.

11 BY MR. GASS:

12 Q. Did Songkick recently service an artist
13 presale for a band called Empire of the Sun?

14 A. Yes.

15 Q. Were there any events on that tour where
16 Songkick understood that presales had to comply with
17 Ticketmaster's fan club policy?

18 A. Correct.

19 Q. There were?

20 A. There were.

21 Q. Thank you.

22 Did Songkick build a fan club for Empire of
23 the Sun in order to comply with Ticketmaster's fan
24 club policy for that tour?

25 A. Yes. I believe that we worked with Empire

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1 of the Sun to do that.

2 Q. So they did not have a qualifying fan club
3 before the tour?

4 A. Correct.

5 Q. So I will represent to you that these are
6 screen captures of the Empire of the Sun website
7 taken in early February -- early to mid February of
8 this year.

9 A. Okay.

10 Q. -- of this year.

11 And I want to walk through what is shown
12 here.

13 A. Of course.

14 Q. And it will take some description so I hope
15 you'll -- you'll bear with me.

16 A. Of course.

17 Q. So I'll -- I'll represent to you that this
18 is a page on the Empire of the Sun website that is
19 accessible to the public, this is not a members-only
20 page.

21 Do you have any reason to disagree with
22 that?

23 A. No.

24 Q. Okay. And so we see here a number of dates
25 and venues, correct?

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1 A. Yep.

2 Q. And then links that say "buy tickets,"
3 correct?

4 A. Correct.

5 Q. And then at the top there's a button that
6 says "Members."

7 Do you see that?

8 A. Correct.

9 Q. So turning the page, I'll represent to you
10 that the page you're looking at right now, which is
11 the one with the stamp at the top, Emypreans Targeted
12 002, this is the page that one sees when one clicks
13 the member button on the preceding page?

14 A. Correct.

15 Q. Is this the standard fan club login that
16 Songkick creates for artists?

17 MR. LORIG: Argumentative, assuming this is
18 standard.

19 THE WITNESS: This is our fan club
20 technology.

21 BY MR. GASS:

22 Q. Okay. The one that's referenced in the
23 declaration that we discussed earlier?

24 A. Correct.

25 Q. So there's nothing unusual about this? This

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1 isn't a departure from how that technology normally
2 works?

3 A. Correct.

4 Q. And ticking through the boxes there's one
5 that says "email," right? There's one that says
6 "password." There's one that says "country." And
7 there's one that says "state." Agreed?

8 A. Agreed.

9 Q. I will further represent to you that when
10 one inputs an email and a password and the country
11 and the state, one gets taken to the following page,
12 which is the one marked Emypreans targeted 003 at the
13 top.

14 Is this the fan club that Songkick created
15 for Empire of the Sun, what's reflected on this page?

16 MR. LORIG: I suspect you want to correct
17 your representation to the witness, because you
18 didn't refer to the one at the bottom of 002 that
19 says "join now." So...

20 BY MR. GASS:

21 Q. Excuse me, yes. When one fills out the
22 preceding information and then clicks "join now" --

23 Thank you, Fred.

24 -- one goes to the page marked 003.

25 MR. LORIG: When I was your age I never

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<p>1 A. That seems to be the case, yes.</p> <p>2 Q. Who's Meredith Croy?</p> <p>3 A. She works on the artist services team.</p> <p>4 Q. Does she work for you then?</p> <p>5 A. Yep, correct. At the -- sorry to interrupt.</p> <p>6 At the time she -- at this time, she did not work for</p> <p>7 me.</p> <p>8 Q. And she is emailing someone named Myles</p> <p>9 Grosovsky, do you know who that is?</p> <p>10 A. Myles works at Q Prime, he's their digital</p> <p>11 manager.</p> <p>12 Q. What's Q Prime?</p> <p>13 A. Sorry, they're a management company.</p> <p>14 Q. And do they manage Three Days Grace?</p> <p>15 A. Yes.</p> <p>16 Q. So on the page with the Bates stamp ending</p> <p>17 393, which is the first page of this document,</p> <p>18 Meredith writes to Myles (reading):</p> <p>19 "Due to an additional part of</p> <p>20 Ticketmaster's policy, there can only</p> <p>21 be one community/fan club for a</p> <p>22 particular artist. Since we won't be</p> <p>23 using your website community for this</p> <p>24 presale and will be powering the two</p> <p>25 TM dates using our fan club login</p>	<p>1 referenced below, we would just need</p> <p>2 Ground Ctrl to hide your current</p> <p>3 community on</p> <p>4 http://www.threedaysgrace.com during</p> <p>5 the two-day presale period for those</p> <p>6 two specific dates."</p> <p>7 What is Ground Ctrl?</p> <p>8 A. They are a web company.</p> <p>9 Q. Are -- are they the one that manages the</p> <p>10 Three Days Grace website?</p> <p>11 A. Seems to be the case, yes.</p> <p>12 Q. Meredith goes on to write (reading):</p> <p>13 "For the two TM dates, (San Fran</p> <p>14 and San Diego) fans would simply sign</p> <p>15 up using our mechanic and all this</p> <p>16 data will be passed back to you at the</p> <p>17 conclusion of the presale."</p> <p>18 So from this document and any related</p> <p>19 knowledge that you have, do you understand that Three</p> <p>20 Days Grace had a pre-existing website community</p> <p>21 before they sought to do this presale with</p> <p>22 CrowdSurge?</p> <p>23 A. Yes --</p> <p>24 MR. LORIG: Objection; calling for</p> <p>25 speculation beyond the 30(b)(6).</p>
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<p>1 THE WITNESS: I can't speak to what this</p> <p>2 community is, but it seems that they did have one.</p> <p>3 BY MR. GASS:</p> <p>4 Q. Right. But what Meredith is proposing here</p> <p>5 is that that community won't be the fan club for</p> <p>6 purposes of compliance with Ticketmaster's fan club</p> <p>7 policy, correct?</p> <p>8 MR. LORIG: Again, calling for speculation,</p> <p>9 beyond the 30(b)(6), document speaks for itself.</p> <p>10 THE WITNESS: I can't speak to what they</p> <p>11 are -- how they're using that community and</p> <p>12 integrating it in this sale, but -- but it looks like</p> <p>13 they're trying to work out to ensure that there is</p> <p>14 one place that fans can sign in, one official fan</p> <p>15 club for the artist.</p> <p>16 BY MR. GASS:</p> <p>17 Q. Right. And for the purpose of the presales</p> <p>18 at Ticketmaster venues, that's not going to be the</p> <p>19 pre-existing website community, correct?</p> <p>20 MR. LORIG: Same objection; calling for</p> <p>21 speculation, beyond 30(b)(6).</p> <p>22 THE WITNESS: I -- I don't recall and can't</p> <p>23 speak to how they used that community as part of</p> <p>24 this.</p> <p>25 ///</p>	<p>1 BY MR. GASS:</p> <p>2 Q. Well, Meredith is proposing that we won't be</p> <p>3 using your website community for this presale, right?</p> <p>4 MR. LORIG: Objection; the document speaks</p> <p>5 for itself.</p> <p>6 THE WITNESS: I'm not -- I'm not sure what</p> <p>7 piece of the community that she's referring to in</p> <p>8 this email.</p> <p>9 BY MR. GASS:</p> <p>10 Q. What she's asking is for the website manager</p> <p>11 to actually hide the pre-existing website community</p> <p>12 during the two-day presale; is that correct?</p> <p>13 MR. LORIG: Beyond the 30(b)(6), document</p> <p>14 speaks for itself, best evidence rule.</p> <p>15 THE WITNESS: At face value that's what</p> <p>16 she's saying here. However, they may be using the</p> <p>17 community and -- for -- for this sale. I can't speak</p> <p>18 to what they did here. I don't recall.</p> <p>19 BY MR. GASS:</p> <p>20 Q. Do you have any reason to think that they</p> <p>21 were?</p> <p>22 MR. LORIG: Calling for speculation,</p> <p>23 argumentative, beyond the scope.</p> <p>24 THE WITNESS: I do think that they were,</p> <p>25 in -- in part, making sure that -- making sure that</p>

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<p>1 where we sell over 8 percent?</p> <p>2 Lastly, do you need us to go back in</p> <p>3 time or just moving forward?"</p> <p>4 Did you understand Mr. Jones to be asking</p> <p>5 whether there's a way to keep track of instances in</p> <p>6 which CrowdSurge went over 8 percent of tickets at a</p> <p>7 Ticketmaster venue where compliance with the fan club</p> <p>8 policy was required?</p> <p>9 MR. LORIG: Excuse me. Let me just read</p> <p>10 that again.</p> <p>11 Question calls for speculation; document</p> <p>12 speaks for itself.</p> <p>13 THE WITNESS: I think he clarifies on 618,</p> <p>14 any building. The last one on 618.</p> <p>15 BY MR. GASS:</p> <p>16 Q. Well --</p> <p>17 A. Sorry if I misunderstood your question.</p> <p>18 Q. Yeah. Well, let's look at the email to</p> <p>19 which that passage that you just recited responds.</p> <p>20 So in the email marked as being sent at</p> <p>21 11:32 a.m. on the page with Bates number ending</p> <p>22 1619 --</p> <p>23 A. Yeah.</p> <p>24 Q. -- you write (reading):</p> <p>25 "Last question, hopefully. Do you</p>	<p>1 want this just in rooms with a TM</p> <p>2 contract that we need to be compliant</p> <p>3 for, or any room that uses TM as its</p> <p>4 primary ticketing platform?"</p> <p>5 What's the difference between those two</p> <p>6 rooms?</p> <p>7 A. There are venues that we know we need to be</p> <p>8 compliant in because we've received a fan club letter</p> <p>9 from the venue, because Mike Schmitt and I have had</p> <p>10 back and forth about it, or because Ticketmaster</p> <p>11 wouldn't produce a list of these venues. We went to</p> <p>12 the ten -- like Live Nation's 10-K, where they listed</p> <p>13 venues one year, and used that as well to create a</p> <p>14 list of venues we know we need to be compliant in.</p> <p>15 And then there are venues where we may get an -- a</p> <p>16 seller link that is on Ticketmaster.com but not a</p> <p>17 venue that we know we need to be compliant in or that</p> <p>18 they have an exclusive contract.</p> <p>19 Q. Right. And so when you have evidence that</p> <p>20 Ticketmaster is the primary ticketing platform in the</p> <p>21 form that you just described, but you haven't</p> <p>22 received a letter, you don't think you need to be</p> <p>23 compliant?</p> <p>24 A. By primary ticketing platform here, what I</p> <p>25 believe I was referring to is what -- by -- by show</p>
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<p>1 by show, specifically if we have a link for an event</p> <p>2 that sells on Ticketmaster, that's what I'm referring</p> <p>3 to. Not that I have any information on what the --</p> <p>4 the actual venue's primary ticketing platform is.</p> <p>5 Q. Right. So you're saying if I --</p> <p>6 A. Sorry.</p> <p>7 Q. -- can summarize where we are. You're</p> <p>8 asking Matt Jones whether he wants the list of shows</p> <p>9 where you've successfully gone over 8 percent, A, in</p> <p>10 venues where you are 100 percent confident you have</p> <p>11 to comply with Ticketmaster's fan club policy; or, B,</p> <p>12 also for any shows where there may be some evidence</p> <p>13 that Ticketmaster is doing the ticketing but you</p> <p>14 haven't received a letter and so you're not sure?</p> <p>15 A. A room where, for that specific show,</p> <p>16 Ticketmaster is selling tickets.</p> <p>17 Q. Right. So that's the -- the B in my A and</p> <p>18 B?</p> <p>19 A. Correct.</p> <p>20 Q. Okay. But in any event both of these are</p> <p>21 different forms of Ticketmaster venues?</p> <p>22 A. Different forms of events, yeah.</p> <p>23 Q. Right. And that's where Mr. Jones replies</p> <p>24 "just any building, please, to keep it simple."</p> <p>25 So presumably he's referring to both</p>	<p>1 categories of Ticketmaster buildings that we were</p> <p>2 just describing?</p> <p>3 MR. LORIG: Calling for speculation, beyond</p> <p>4 the scope of 30(b)(6).</p> <p>5 THE WITNESS: I assume that's what he is</p> <p>6 referring to.</p> <p>7 BY MR. GASS:</p> <p>8 Q. And you say (reading):</p> <p>9 "Okay, thanks."</p> <p>10 MR. LORIG: Document speaks for itself.</p> <p>11 Best evidence rule also.</p> <p>12 BY MR. GASS:</p> <p>13 Q. Then, on the page with the Bates stamp</p> <p>14 ending 1620, Ricky Faillace asks a question, "Who is</p> <p>15 that person?" and apologies for undoubtedly</p> <p>16 mispronouncing his name.</p> <p>17 A. I like to call it Faillace because he's</p> <p>18 Italian, but he works in the ticketing operations</p> <p>19 department which we now call promoter services.</p> <p>20 Q. Right. And he asks Mr. Jones (reading):</p> <p>21 "Sorry. Can I get a</p> <p>22 confirmation? Is it every time we've</p> <p>23 been allocated over 8 percent or sold</p> <p>24 over 8 percent?"</p> <p>25 Then he writes in parentheses (reading):</p>

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<p>1 BY MR. GASS:</p> <p>2 Q. And let me just ask now because I forgot to</p> <p>3 at the outset. Was this an email that you sent in</p> <p>4 the course of your employment at Songkick?</p> <p>5 A. Looks like I did, yes.</p> <p>6 Q. Thanks.</p> <p>7 A. Sorry.</p> <p>8 MR. LORIG: How are we doing for tape?</p> <p>9 THE VIDEOGRAPHER: I'm sorry?</p> <p>10 MR. LORIG: How much tape do you have left?</p> <p>11 THE VIDEOGRAPHER: I have plenty of time</p> <p>12 left.</p> <p>13 MR. LORIG: Okay.</p> <p>14 THE VIDEOGRAPHER: I have plenty of time</p> <p>15 left.</p> <p>16 THE WITNESS: I'm okay unless anybody else</p> <p>17 needs one. You okay?</p> <p>18 Do you need a break, Fred.</p> <p>19 MR. LORIG: No, I'm fine. Just when he</p> <p>20 talks it seems longer than it is.</p> <p>21 THE WITNESS: That's not nice.</p> <p>22 MR. LORIG: Sorry.</p> <p>23 (Exhibit 224 email chain,</p> <p>24 Bates-stamped SK00852330 through</p> <p>25 SK00852337, marked for identification</p>	<p>1 as of this date.)</p> <p>2 THE WITNESS: Thank you.</p> <p>3 MR. GASS: Like to mark this as the next</p> <p>4 exhibit in sequence.</p> <p>5 For the record, this is the document with</p> <p>6 Bates stamp SK00852330.</p> <p>7 (Document reviewed by witness.)</p> <p>8 THE WITNESS: Okay.</p> <p>9 BY MR. GASS:</p> <p>10 Q. Do you recognize this document as one that</p> <p>11 you sent in the course of your employment at</p> <p>12 CrowdSurge?</p> <p>13 A. I don't recall it but it's here.</p> <p>14 Q. And it has your name on it, correct?</p> <p>15 A. It does.</p> <p>16 Q. And it begins -- the thread begins with an</p> <p>17 email from Mike Schmitt to you concerning a presale</p> <p>18 that CrowdSurge was hosting for Jason Isbell at a</p> <p>19 venue called The Ryman; is that correct?</p> <p>20 A. That's correct.</p> <p>21 Q. And who is Jason Isbell?</p> <p>22 A. Jason Isbell is a -- like a folk Americana</p> <p>23 artist.</p> <p>24 Q. And Mr. Schmitt says that the presales</p> <p>25 violate the Ticketmaster fan club policy because</p>
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<p>1 Mr. Isbell does not have a bona fide fan club,</p> <p>2 correct?</p> <p>3 A. That's correct.</p> <p>4 Q. You respond that "CrowdSurge has run</p> <p>5 numerous artist presales in The Ryman Auditorium,"</p> <p>6 adding that "at no time has a representative from</p> <p>7 Ticketmaster or The Ryman Auditorium notified us of</p> <p>8 an exclusive ticketing deal between the two parties</p> <p>9 nor a need for an artist to comply with Ticketmaster</p> <p>10 fan club policies and guidelines at this venue,"</p> <p>11 right?</p> <p>12 A. That's correct.</p> <p>13 Q. And that's on Bates page ending 2235.</p> <p>14 Mr. Schmitt then responds (reading):</p> <p>15 "Jesse, Ryman is indeed a TM venue</p> <p>16 and it is your obligation as a</p> <p>17 third-party ticketing company to</p> <p>18 ensure that you're selling tickets</p> <p>19 within the guidelines of the TM fan</p> <p>20 club policy. Being sure you ask the</p> <p>21 venue whether or not they're a TM</p> <p>22 venue is your responsibility."</p> <p>23 That's at the end paging with Bates number</p> <p>24 2234.</p> <p>25 Do you agree with that?</p>	<p>1 MR. LORIG: Objection; beyond the scope of</p> <p>2 the 30(b)(6), calling for a legal conclusion. But</p> <p>3 you can answer.</p> <p>4 THE WITNESS: We've asked Ticketmaster a</p> <p>5 number of times for a -- for a list of venues we need</p> <p>6 to be compliant in so we can understand what those</p> <p>7 venues are. To my knowledge, that's never been</p> <p>8 supplied.</p> <p>9 In terms of specifically asking the venues,</p> <p>10 when we reach out for tickets I assume that if they</p> <p>11 have a contract that restricts them in some way from</p> <p>12 doing that, that -- that they'll let us know about</p> <p>13 that, about that restriction.</p> <p>14 BY MR. GASS:</p> <p>15 Q. But you don't affirmatively ask them whether</p> <p>16 they have an exclusive ticketing contract with</p> <p>17 Ticketmaster or any other ticketing service provider?</p> <p>18 A. Correct, yeah, we don't ask venues what</p> <p>19 their third party contracts are.</p> <p>20 Q. Right. And here's Mr. Schmitt saying,</p> <p>21 making sure you ask the venue whether or not they're</p> <p>22 a TM venue is your responsibility.</p> <p>23 So why don't you do it?</p> <p>24 MR. LORIG: Objection; beyond the scope of</p> <p>25 the 30(b)(6) and assumes, contrary to fact, that the</p>

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1 Ticketmaster guidelines say you've got to ask
2 Ticketmaster for permission first, and argumentative.

3 MR. GASS: Anything else?

4 MR. LORIG: That's it.

5 THE WITNESS: Again, I'll just say that
6 we -- we asked Ticketmaster for this list. It's not
7 that we're trying to avoid anything, just that we --
8 when we request tickets we assume that if somebody
9 has a restriction, a venue has a restriction, that
10 they'll notify us when we're requesting those
11 tickets.

12 BY MR. GASS:

13 Q. But isn't this Mr. Schmitt saying you
14 shouldn't assume that, to the contrary it's your
15 responsibility to ask whether they're a Ticketmaster
16 venue?

17 A. Yeah, I can see that he's saying this here,
18 but there's nothing in the fan club policy that
19 requires us to request that information from a venue.

20 Q. Okay. So because it's not in the fan club
21 policy Songkick sees no obligation to do what
22 Mr. Schmitt is asking here?

23 A. We've gone -- we've gone and made sure that
24 we are recording venues that have reached out to us
25 and said that we need to be compliant. We've even

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1 gone to the 10-K that is publicly available and made
2 a list of venues where we think we need to be
3 compliant, and we've asked Ticketmaster for the list.
4 We're -- we're trying to understand the venues that
5 are compliant.

6 Q. Right, but isn't this Mr. Schmitt suggesting
7 how he would prefer that you determine whether
8 there's a need to be compliant?

9 A. Yeah, I'd say that this is his
10 interpretation of how we should figure out how and
11 where -- sorry, where we need to be compliant.

12 Q. Right. And -- and Songkick is rejecting
13 that suggestion, correct?

14 MR. LORIG: Objection; beyond the scope of
15 30(b)(6).

16 THE WITNESS: I'd say that I -- I can't
17 speak to that. That's more of something that I would
18 have to waive my attorney-client privilege to talk
19 about.

20 BY MR. GASS:

21 Q. Well, the topic of 30(b)(6) is Songkick's
22 compliance or lack thereof with Ticketmaster's fan
23 club policy, and this is a question squarely about
24 how Songkick determines when it has to be compliant
25 with Ticketmaster's fan club policy.

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1 MR. LORIG: You know, I disagree with you.
2 The reason I said it's beyond the scope is there's
3 nothing in the Ticketmaster policy, ask first.
4 There's nothing in the Ticketmaster policy that you
5 can only do it if Mike Schmitt or somebody else over
6 there gives their permission. And that's why I said
7 it's beyond the scope.

8 And to the extent the witness, or for that
9 matter, the client decided not to do what Mr. Schmitt
10 said, that would be covered by the attorney-client
11 privilege just as she indicated.

12 I think we can all agree that the guidelines
13 do not say only Mr. Schmitt gets to decide, nor do
14 the guidelines say you've got to ask first. So I
15 hope that clarifies things.

16 MR. GASS: It clarifies the objection. I'll
17 still ask the question, notwithstanding the
18 objection.

19 MR. LORIG: Okay.

20 BY MR. GASS:

21 Q. As Songkick's 30(b)(6) witness on the
22 designated topic, has Songkick rejected Mr. Schmitt's
23 suggestion that CrowdSurge/Songkick ask the venue
24 whether or not it's a Ticketmaster venue,
25 proactively, in order to determine whether compliance

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1 with the fan club policy is required?

2 MR. LORIG: Beyond the scope. And again, to
3 the extent an answer would require you to divulge
4 attorney-client privileged communications, I would
5 instruct you not to answer.

6 THE WITNESS: Do I still answer?

7 MR. LORIG: Not if you think that an answer
8 would have to disclose an attorney-client privileged
9 communication.

10 THE WITNESS: I do.

11 BY MR. GASS:

12 Q. So you're adhering to Mr. Lorig's
13 instruction not to answer?

14 A. Correct.

15 Q. To your knowledge, has Songkick ever
16 proactively asked a venue whether or not it is a
17 Ticketmaster venue?

18 A. If we don't get clear communication from
19 them of whether they are or not, if they say
20 something that's unclear, we'll go back and clarify
21 with them whether they are or not.

22 Q. Absent communication from a venue, has
23 Songkick ever, to your knowledge, proactively reached
24 out and asked the venue whether it's a Ticketmaster
25 venue where compliance with the fan club policy is

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<p>1 BY MR. GASS:</p> <p>2 Q. Later in the chain, after some further</p> <p>3 discussion of the call that Mr. Glicken is proposing</p> <p>4 on the page ending Bates 7083, he writes (reading):</p> <p>5 "Jones, I think I should lead on</p> <p>6 this call. Is there a reason why you</p> <p>7 would want to take the lead on this?"</p> <p>8 A. What page is that on? I'm sorry.</p> <p>9 Q. That's the one ending 083. The very top.</p> <p>10 A. Oh, I see. Okay.</p> <p>11 Q. There's some further back and forth, and</p> <p>12 then Mr. Jones writes to a collection of people,</p> <p>13 including you (reading):</p> <p>14 "Okay. Can you guys please</p> <p>15 organize?"</p> <p>16 Right? And did you understand him to be</p> <p>17 saying organize the call that Mr. Glicken had</p> <p>18 proposed regarding training about the Ticketmaster</p> <p>19 fan club policy?</p> <p>20 A. I can't recall what he means by "organize,"</p> <p>21 but I assume, reading this chain, that he is talking</p> <p>22 about this meeting with the team.</p> <p>23 MR. GASS: Okay. Like to mark this exhibit</p> <p>24 as next in sequence, please.</p> <p>25 (Exhibit 227 email chain,</p>	<p>1 Bates-stamped SK00966794 through</p> <p>2 SK00966795, marked for identification</p> <p>3 as of this date.)</p> <p>4 MR. GASS: And for the record, this is the</p> <p>5 document with Bates stamp SK00966794 on the front</p> <p>6 page.</p> <p>7 MR. LORIG: You know Bates is a trademark.</p> <p>8 MR. GASS: Are you suggesting infringement?</p> <p>9 THE WITNESS: This is a different email or</p> <p>10 the same email chain?</p> <p>11 BY MR. GASS:</p> <p>12 Q. Precisely what I was going to ask you. It</p> <p>13 appears to me to be a forked version of the preceding</p> <p>14 email chain. Looking at this now, do you agree with</p> <p>15 that?</p> <p>16 A. Yeah, can I finish --</p> <p>17 Q. Oh.</p> <p>18 A. I just want to finish reading it, I wasn't</p> <p>19 done.</p> <p>20 Q. Yeah.</p> <p>21 A. Okay.</p> <p>22 Q. First, is this an email that you received in</p> <p>23 the course of your employment at Songkick?</p> <p>24 A. Yep.</p> <p>25 Q. And having now reviewed it, do you agree</p>
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<p>1 that this is a -- a fork of the prior thread that we</p> <p>2 just looked at?</p> <p>3 A. Seems to be, yes.</p> <p>4 Q. Okay. So in response to Mr. Glicken's</p> <p>5 original email you write back and say (reading):</p> <p>6 "Thanks, Glicken. May be good to</p> <p>7 have Ricky join."</p> <p>8 Who's Ricky?</p> <p>9 A. Ricky, Ricky Faillace from the ticket</p> <p>10 operations team.</p> <p>11 Q. And then you say (reading):</p> <p>12 "I also just shared you on a</p> <p>13 playbook that Kendyl made that may be</p> <p>14 good to circulate at this meeting."</p> <p>15 Who's Kendyl?</p> <p>16 A. Kendyl works for me.</p> <p>17 Q. And -- and what was the playbook that Kendyl</p> <p>18 made?</p> <p>19 A. Kendyl -- if I remember the document</p> <p>20 correctly, Kendyl put together a group of emails, of</p> <p>21 emails that I had sent to Mike Schmitt to educate the</p> <p>22 team on how we've been communicating with</p> <p>23 Ticketmaster, about our back and forth with</p> <p>24 Ticketmaster and how that's been transpiring.</p> <p>25 MR. GASS: I'd like to mark this exhibit as</p>	<p>1 next in sequence, please.</p> <p>2 (Exhibit 228 email chain,</p> <p>3 Bates-stamped SK00828104 through</p> <p>4 SK00828106, marked for identification</p> <p>5 as of this date.)</p> <p>6 THE WITNESS: Thank you.</p> <p>7 (Document reviewed by witness.)</p> <p>8 MR. GASS: For the record, this is the</p> <p>9 document with Bates stamp SK00828104 on the first</p> <p>10 page.</p> <p>11 THE WITNESS: Okay, sorry.</p> <p>12 BY MR. GASS:</p> <p>13 Q. It's a long document. Is this the playbook</p> <p>14 that Kendyl wrote?</p> <p>15 A. Yes, this is the one that I was referring</p> <p>16 to.</p> <p>17 Q. Okay. And what's Kendyl's last name?</p> <p>18 A. Dunn, D-u-n-n.</p> <p>19 Q. Is Kendyl a man or a woman?</p> <p>20 A. She's a woman.</p> <p>21 Q. Did she write this by herself?</p> <p>22 A. I don't recall, but what it seems from this</p> <p>23 is that she took emails that I had written and that</p> <p>24 Mike had written and put this together.</p> <p>25 Q. Do you recall whether this playbook was</p>

Page 246	Page 247
<p>1 actually used in the course of the training discussed</p> <p>2 in the prior two exhibits?</p> <p>3 A. I don't recall.</p> <p>4 Q. Do you recall whether this playbook was put</p> <p>5 to any use at all within Songkick?</p> <p>6 A. If it was it was very limited. I don't</p> <p>7 recall referencing it to anybody or -- or using it.</p> <p>8 Q. Looking at the playbook itself, starting on</p> <p>9 the first page, the document says (reading):</p> <p>10 "Step 1. Notification from</p> <p>11 Ticketmaster. Mike Schmitt at</p> <p>12 Ticketmaster will write a form letter</p> <p>13 calling attention to presales we</p> <p>14 are" -- "we are or are planning on</p> <p>15 running that are not being run through</p> <p>16 a 'bona fide' fan club.</p> <p>17 "Jesse, it's come to my attention</p> <p>18 that CrowdSurge may be planning to</p> <p>19 host presales for upcoming events for</p> <p>20 [artist] at TM venues. Please be</p> <p>21 advised that since [artist] does not</p> <p>22 have a bona fide fan club, any</p> <p>23 presales hosted outside of</p> <p>24 Ticketmaster.com would be in violation</p> <p>25 of the Ticketmaster fan club policy.</p>	<p>1 Thanks in advance for your compliance</p> <p>2 with the TM fan club policy in this</p> <p>3 matter. Let me know if you have any</p> <p>4 questions. Thanks, Mike."</p> <p>5 Then the document goes on and says</p> <p>6 (reading):</p> <p>7 "Step 2. Time for 'Choose Your</p> <p>8 Own Adventure.' 1, tour has yet to be</p> <p>9 announced. 2, tour is announced and</p> <p>10 tickets are not on sale. 3, tickets</p> <p>11 are on sale."</p> <p>12 Do you know what Kendyl meant by "time for</p> <p>13 choose your own adventure"?</p> <p>14 A. I can't speak to what she meant here, but it</p> <p>15 seems that in our communication with Ticketmaster,</p> <p>16 these are kind of the three situations that we would</p> <p>17 be in when we were dealing with Ticketmaster issues.</p> <p>18 Q. Moving on, the document says (reading):</p> <p>19 "1, tour has yet to be announced</p> <p>20 Jesse will send this form letter to</p> <p>21 Mike Schmitt. BD or artist services</p> <p>22 will let management know that we've</p> <p>23 heard from Ticketmaster and this may</p> <p>24 become an issue."</p> <p>25 And then the form letter that is described</p>
Page 248	Page 249
<p>1 says (reading):</p> <p>2 "Hi Mike. [Artist] is planning to</p> <p>3 launch their fan club as defined by</p> <p>4 Ticketmaster's fan club policies and</p> <p>5 guidelines on [date], along with</p> <p>6 providing registered members with</p> <p>7 access to the latest news and special</p> <p>8 content from [Artist], and generally</p> <p>9 linking the bands with their most</p> <p>10 ardent fans. It allows members to</p> <p>11 access presales for events in venues</p> <p>12 with exclusive contracts with</p> <p>13 Ticketmaster once they have logged in</p> <p>14 using their unique member ID and</p> <p>15 password. Thank you."</p> <p>16 Is this actually a form letter that you have</p> <p>17 used in the past to correspond with Ticketmaster?</p> <p>18 A. I'd say that I tried to my -- keep my</p> <p>19 communication concise and to the point. Depending on</p> <p>20 the situation, I made sure to speak with Cassie in</p> <p>21 our legal team to make sure we were aligned.</p> <p>22 Q. Don't tell me what you said.</p> <p>23 A. I won't.</p> <p>24 And we would use this -- I would use this</p> <p>25 language to -- I would use this language or similar</p>	<p>1 language to communicate with artists. I'm sorry. To</p> <p>2 communicate with Ticketmaster.</p> <p>3 Q. And help me understand. At this point in</p> <p>4 time -- which I think is 2015; is that correct?</p> <p>5 A. Yes.</p> <p>6 Q. Had your back and forth with Ticketmaster</p> <p>7 become so routinized that you could each communicate</p> <p>8 to the other side using just blanket form letters</p> <p>9 without much additional clarification?</p> <p>10 A. No. I would say "routine" is not the word,</p> <p>11 but it was overwhelming, the amount of back and forth</p> <p>12 that we had to deal with. And so if I recall</p> <p>13 correctly, this document was made for us to create</p> <p>14 efficiencies and make sure that everyone was educated</p> <p>15 in the back-and-forth because it was so overwhelming.</p> <p>16 But I would definitely not call it routine at all.</p> <p>17 Q. Why not?</p> <p>18 A. Every -- every artist is different.</p> <p>19 Every -- every relationship that we have with an</p> <p>20 artist is different. Every relationship the artists</p> <p>21 have with their fans is different. Every fan club is</p> <p>22 different. And so it was -- none of that was routine</p> <p>23 for us, which is why in -- why we were trying to</p> <p>24 educate the teams as to how it was happening so they</p> <p>25 could help navigate the -- the situations that we</p>

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1 were having with clients and with Ticketmaster.

2 Q. So it was an effort to create an efficient
3 way to present Songkick's position to Ticketmaster?

4 A. This was -- this -- this was more of an
5 education piece than it was a copy/paste. We were
6 using this to make sure that our teams, our internal
7 teams understood what could potentially happen and
8 how it may play out. But it -- it wasn't, we weren't
9 using this to copy/paste and -- and send
10 communication along.

11 Q. Right. So would you invariably send back an
12 email like this in response to an email like Mike's?

13 A. If it -- if it made sense to the specific
14 situation, I would -- I would use that. I would use
15 language that was similar to this.

16 Q. When you say in your -- in -- in this draft
17 that "artist is planning to launch their fan club as
18 defined by Ticketmaster's fan club policies and
19 guidelines," what would you do to verify that the
20 content in the fan club actually qualified as a fan
21 club under Ticketmaster's guidelines?

22 A. I would say that we -- that we educated the
23 team on compliance, and we made sure that the artists
24 understood compliance. My team worked with the
25 artists to make sure that they were creating content

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1 that was compliant. Yeah.

2 Q. Okay. So you wouldn't allow a presale
3 unless someone on the Songkick team had confirmed
4 that, in their view, the club was compliant; had
5 actually looked at not just the log-in screen, but
6 the whole fan club to see what the content was; is
7 that correct?

8 A. Absolutely. Yeah.

9 Q. Okay. And just to confirm, much or all of
10 that content would have been suggested by Songkick in
11 the first instance, right?

12 MR. LORIG: Objection; argumentative. I
13 don't think the record is consistent with that. And
14 beyond the 30(b)(6).

15 THE WITNESS: I can't speak to that. My
16 team are the people that are working with artists to
17 develop that. It's hard to say. It's hard for me to
18 say what is suggested by us and what an artist is
19 putting on the table.

20 BY MR. GASS:

21 Q. So some of the time it would come from
22 Songkick and some of the time it would come from the
23 artists?

24 A. I would say so yes.

25 Q. But in any event, Songkick would confirm

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1 that it would qualify under Songkick's interpretation
2 of Ticketmaster's fan club policy?

3 A. Absolutely. We wouldn't launch presales in
4 venues we know we need to be compliant in without a
5 compliant fan club. Before my time at CrowdSurge, I
6 know that we stopped selling tickets while -- in
7 compliant rooms while we were building out -- while
8 they were building out the technology. And from that
9 point on when we had that technology, we ensured that
10 we were always compliant before we launched sales.

11 Q. If there were some defect in the technology,
12 such that the standard use of, say, the Songkick
13 log-in mechanism didn't comply with Ticketmaster's
14 fan club policy, would that mean that all of the
15 presales conducted using that technology were
16 noncompliant?

17 MR. LORIG: I'm going to have to object to
18 that question as being an incomplete hypothetical,
19 asking for an opinion from a -- from a lay witness,
20 and beyond the scope of the 30(b)(6).

21 THE WITNESS: You're saying in a
22 hypothetical situation where something was wrong
23 enough with our technology that it made it
24 noncompliant? We would not run sales in compliant
25 venues.

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1 BY MR. GASS:

2 Q. Well, let's get specific. The log-in
3 mechanism that we looked at earlier requires an email
4 address and a password, but not an individual name or
5 phone number or address, correct?

6 MR. LORIG: Objection; misstates prior
7 testimony.

8 THE WITNESS: It also --

9 MR. LORIG: Argumentative. Go ahead.

10 THE WITNESS: It also contains location
11 data. But yes, it has the email address and the
12 password.

13 BY MR. GASS:

14 Q. Right. Imagine it turns out that under
15 Ticketmaster's fan club policy, the email address
16 alone, in conjunction with that other information, is
17 insufficient. The policy requires a name, a phone
18 number, an address, something else.

19 If that were so would all of the presales
20 that Songkick conducted using its standard technology
21 violate the fan club policy?

22 MR. LORIG: I'm going to object to the
23 question as calling for an opinion. It's also
24 hypothetical in nature, asking for expert testimony,
25 and beyond the scope of the 30(b)(6).

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<p>1 Which appears to be him sending both the</p> <p>2 2012 policy and the 2015 clarification. Do you agree</p> <p>3 with that?</p> <p>4 MR. LORIG: Calling for speculation of a</p> <p>5 document she didn't write.</p> <p>6 THE WITNESS: My assumption if he's saying</p> <p>7 so that that's correct.</p> <p>8 BY MR. GASS:</p> <p>9 Q. Right. And turning to the -- the next page,</p> <p>10 ending in Bates stamp 26, Drouin writes back</p> <p>11 (reading):</p> <p>12 "Thanks, Stephen. Having just</p> <p>13 read this I don't think what we have</p> <p>14 been doing has ever technically</p> <p>15 qualified. The clarification letter</p> <p>16 makes it pretty explicit that we don't</p> <p>17 qualify."</p> <p>18 Have you have you ever talked to Mat Drouin</p> <p>19 about fan club compliance issues?</p> <p>20 A. Not that I can recall.</p> <p>21 Q. Do you have any basis to have any insight</p> <p>22 into why he doesn't think what we've been doing has</p> <p>23 ever technically qualified?</p> <p>24 MR. LORIG: Objection; calling for</p> <p>25 speculation about a document she didn't write. And</p>	<p>1 beyond the 30(b)(6) topic.</p> <p>2 THE WITNESS: I don't feel confident</p> <p>3 speaking for Mat Drouin and --</p> <p>4 BY MR. GASS:</p> <p>5 Q. Right. You just don't know what's going</p> <p>6 through his head and you haven't talked to him about</p> <p>7 it?</p> <p>8 A. No.</p> <p>9 Q. Right. And -- and same for the point that</p> <p>10 the clarification letter makes it pretty explicit</p> <p>11 that we don't qualify?</p> <p>12 MR. LORIG: Ambiguous in addition to being</p> <p>13 beyond the 30(b)(6) document, and calling for</p> <p>14 speculation.</p> <p>15 THE WITNESS: I don't -- I just don't feel</p> <p>16 confident speaking for Mat. Sorry.</p> <p>17 BY MR. GASS:</p> <p>18 Q. Right. You've never talked to him about</p> <p>19 that?</p> <p>20 A. No, I have not.</p> <p>21 MR. LORIG: That's the third time, by the</p> <p>22 way. I know it's getting late. You did ask that</p> <p>23 question three times. Probably unintentionally.</p> <p>24 BY MR. GASS:</p> <p>25 Q. Quickly before we move on, are you familiar</p>
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<p>1 with a presale that Songkick conducted for the band</p> <p>2 Alabama Shakes in 2016?</p> <p>3 A. I am.</p> <p>4 Q. Did Songkick create the fan club for that</p> <p>5 presale, do you know, or did Alabama Shakes have a</p> <p>6 pre-existing fan club?</p> <p>7 A. We launched that fan club for them if I</p> <p>8 recall correctly.</p> <p>9 MR. GASS: Okay. I'd like to mark this</p> <p>10 exhibit next in sequence.</p> <p>11 (Exhibit 235 email from Caitlin Came</p> <p>12 to Jesse Bellin and Josh Block,</p> <p>13 October 17, 2014, Bates-stamped</p> <p>14 SK00967543 through SK00967545, marked</p> <p>15 for identification as of this date.)</p> <p>16 MR. LORIG: 235?</p> <p>17 MR. SIEFF: 234?</p> <p>18 THE WITNESS: Yes.</p> <p>19 MR. SIEFF: I think it's 234.</p> <p>20 THE DEPOSITION OFFICER: Off the record.</p> <p>21 MR. LORIG: No, keep going. Let's get out</p> <p>22 of here. We'll figure it out later.</p> <p>23 MR. GASS: And for the record, this is a</p> <p>24 document with Bates stamp SK00967543 on the front</p> <p>25 page.</p>	<p>1 THE DEPOSITION OFFICER: Sorry. 235.</p> <p>2 THE WITNESS: Thank you.</p> <p>3 (Document reviewed by witness.)</p> <p>4 THE WITNESS: Okay.</p> <p>5 BY MR. GASS:</p> <p>6 Q. Do you recognize this as an email that you</p> <p>7 received in the course of your employment at</p> <p>8 CrowdSurge?</p> <p>9 A. I don't recall this email, but I'm most</p> <p>10 certainly on it.</p> <p>11 Q. And the author is a woman named Caitlin</p> <p>12 C-a-m-e.</p> <p>13 Do you know how to pronounce her name?</p> <p>14 A. Caitlin Came.</p> <p>15 Q. Caitlin Came.</p> <p>16 And the subject of the email is "Compliance</p> <p>17 review since 6-1." She writes (reading):</p> <p>18 "Hey guys" -- to you and Josh</p> <p>19 Block. "In case you were interested,</p> <p>20 I've summarized our approach to</p> <p>21 compliance since I started working on</p> <p>22 it at the beginning of July below.</p> <p>23 Let me know if there is any other info</p> <p>24 that would be helpful."</p> <p>25 Is she referring to Songkick's approach to</p>

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1 compliance with the Ticketmaster fan club policy?

2 MR. LORIG: Objection; calling for
3 speculation, certainly beyond the 30(b)(6).

4 THE WITNESS: My assumption in reading this
5 is that she's just addressing our approach to the
6 venue list that we are keeping in understanding where
7 we need to be compliant.

8 BY MR. GASS:

9 Q. Right. So she references something that she
10 calls a compliance master list.

11 What is that document?

12 A. My assumption is that this is the document
13 that we started to -- in order to track where we
14 needed to be compliant.

15 Q. And how did you compile it?

16 A. We compiled this list based on venues who
17 had sent us the fan club letter -- the fan club
18 policy, sorry -- based on any communications we had
19 with Mike Schmitt or someone at Ticketmaster if there
20 was an issue. And as you can see here, based on the
21 Live Nation 10-K that was public at the time.

22 Q. And so for all of those venues, did you
23 assume -- that made it on to the list -- did you
24 conclude that Songkick would have to comply with the
25 Ticketmaster policy for those venues?

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1 A. I feel like I can't speak to the nuances of
2 some of the 10-K stuff that's listed here. However,
3 any venue where we received communication from either
4 Ticketmaster or a venue that with -- sent us a fan
5 club policy, we ensured that we were compliant moving
6 forward.

7 I think that I would have to waive my
8 attorney-client privilege to talk about how they
9 determined what in the 10-K was added to that list.

10 Q. I certainly don't want you to do that. But
11 just so I understand what that document is, that's a
12 list of venues that -- from Live Nation's 10-K
13 Songkick concluded were ticketed by Ticketmaster?

14 A. I would say that must have been assumption
15 that we made because we assumed that we had to be
16 compliant in those venues.

17 Q. In all of those venues?

18 A. In all of the ones that they determined in
19 the 10-K that we had to. Sorry if that's unclear.

20 Q. Yeah. So just looking at Bates 7544 --

21 A. Yeah.

22 Q. -- there's a category called Live Nation
23 10-K in this email from Ms. Came. And she writes
24 (reading):

25 "There are 122 unique venues on

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1 the 2013 Live Nation 10-K. We are
2 compliant for 79 of the 122. Live
3 Nation has a 50 percent or higher
4 equity stake, a lease or owns the
5 venue. We are not compliant for the
6 remaining 44. These are either
7 booking, license or management
8 agreements."

9 Do you know what she is talking about with
10 respect to that remaining 44?

11 A. In -- in the Live Nation 10-K, there are
12 determinations next to each venue. I -- my
13 assumption is that's what she's referring to.

14 Q. What kind of determinations?

15 A. Like she's written here in -- in these 1
16 through 7, there are some that say "LN owned," "LN
17 leased." They all have different determinations.
18 Sorry if that's not clear. I don't know how else to
19 explain it.

20 Q. That's fine. Hopefully the next document
21 will help clarify.

22 A. Okay.

23 MR. GASS: I'd like to introduce this as the
24 next exhibit in sequence.

25 (Exhibit 236 email from Laura Becker

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1 to various people, April 22, 2015,
2 Bates-stamped SK00563380 through
3 SK00563381, with attached
4 spreadsheets, marked for
5 identification as of this date.)

6 MR. LORIG: Big document. You may need to
7 book another plane.

8 MR. GASS: Is that an offer to extend, Fred?
9 And for the record --

10 MR. LORIG: Suggestion that the older you
11 get, the shorter you make the depositions.

12 MR. GASS: For the record, this is a
13 document with Bates stamp SK00563380.

14 THE WITNESS: Thank you so much. Oops.
15 Sorry. I can't read that, but I'm ready.

16 BY MR. GASS:

17 Q. So to be clear, you're not on this email,
18 but my question for you is whether the attachment is
19 at least some version of the master compliance
20 document that's referenced in Ms. Came's email that
21 we were just looking at?

22 MR. LORIG: Calling for speculation.

23 THE WITNESS: Based on the name of it, I
24 would assume so but that's just a guess. I'm not
25 sure.

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1 retained it, but otherwise, if it -- if it's not
2 something that had been a part of a dispute between a
3 venue or a part of a dispute between Ticketmaster,
4 then I would have retained it anyways because I
5 retain all of my documents, but that's not what I'm
6 specifically referring to here.

7 Q. By "my documents," do you mean documents
8 that you create or also documents that you read or
9 edit that you may not have created yourself?

10 A. I don't -- I don't get rid of anything of
11 meaning, so...

12 Q. Do you ever delete documents in your
13 employment at Songkick?

14 A. I'd say in the past I've deleted like a spam
15 email that I get from an artist or if somebody says
16 thanks, but anything of any remote meaning I keep.

17 Q. Do you ever commune --

18 MR. LORIG: Counsel, I think you're out of
19 time. Where are we?

20 THE VIDEOGRAPHER: Yeah.

21 MR. GASS: Thank you very much for your
22 time, Ms. Bellin.

23 THE WITNESS: Thank you, guys. I appreciate
24 it.

25 THE VIDEOGRAPHER: We're going off the video

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1 record now. The time is 7:15.
2 (Witness excused, 7:15 p.m.)

3
4
5 JESSICA BELLIN

6
7
8 Subscribed and sworn to before me
9 this _____ day of _____ 2017.

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1 STATE OF CALIFORNIA)
2) ss.

3 COUNTY OF LOS ANGELES)
4

5 I, NIKKI ROY, Certified Shorthand Reporter,
6 certificate number 3052, for the State of
7 California, hereby certify:

8 The foregoing proceedings were taken before me
9 at the time and place therein set forth, at which
10 time the deponent was placed under oath by me;

11 The testimony of the deponent and all
12 objections at the time of the examination were
13 recorded stenographically by me and were thereafter
14 transcribed;

15 The foregoing transcript is a true and correct
16 transcript of my shorthand notes so taken;

17 I further certify that I am neither counsel for
18 nor related to any party to said action nor in any
19 way interested in the outcome thereof.

20 In witness whereof I have hereunto subscribed
21 my name this 24th day of February, 2017.

22
23 NIKKI ROY
24
25

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1 ERRATA SHEET FOR THE TRANSCRIPT OF:
2 Case Name: Complete Entertainment vs. Live Nation
3 Dep. Date: February 23, 2017
4 Deponent: JESSICA BELLIN

5 CORRECTIONS:

6 Pg. Ln. Now Reads Should Read Reason

7	---	---	---	---
8	---	---	---	---
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17	---	---	---	---
18	---	---	---	---
19	---	---	---	---

20
21 Signature of Deponent

22 SUBSCRIBED AND SWORN BEFORE ME
23 THIS _____ DAY OF _____ 2017.
24
25

EXHIBIT 388

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
3

COMPLETE ENTERTAINMENT RESOURCES

4 LLC d/b/a SONGKICK,
5 Plaintiff,

6 vs. Case No. 2:15-cv-09814 DSF (AGRx)

7 LIVE NATION ENTERTAINMENT, INC.;
8 TICKETMASTER, LLC,

Defendants.

9 -----/

TICKETMASTER, LLC,

10

Counter Claimant,

11

vs.

12

COMPLETE ENTERTAINMENT RESOURCES

13 LLC d/b/a SONGKICK,

14 Counter Defendant.

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16 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

17 VIDEOTAPED DEPOSITION OF DR. JOSEPH FARRELL

18 San Francisco, California

19 Monday, May 22, 2017

20

21

22 Reported by:

LORRIE L. MARCHANT, CSR No. 10523

23

RMR, CRR, CCRR, CRC

24 Job No. 122898

25

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<p>1 right word? -- evaluate specific provisions of the 09:48</p> <p>2 Fan Club Policy, either as they stand or as they've 09:48</p> <p>3 changed. And the -- my point about the Fan Club 09:48</p> <p>4 Policy is to some extent how its practical 09:48</p> <p>5 enforcement has changed, but more that the addition 09:48</p> <p>6 of the Fan Club Policy further tightens the 09:48</p> <p>7 restrictions that at a nominal 8 percent versus 09:48</p> <p>8 others' nominal 10 percent plus are already tighter 09:48</p> <p>9 than those of Ticketmaster's U.S. venue ticketing 09:49</p> <p>10 service rivals, let alone those seen 09:49</p> <p>11 internationally. 09:49</p> <p>12 So the Fan Club Policy is an additional set 09:49</p> <p>13 of restrictions. You mentioned the timing and the 09:49</p> <p>14 number of seats. Those elements are in common with 09:49</p> <p>15 other ticketing service providers' restrictions, but 09:49</p> <p>16 the other provisions in the Fan Club Policy, as I 09:49</p> <p>17 understand it, are unique to Ticketmaster within the 09:49</p> <p>18 U.S. ticketing service context. 09:49</p> <p>19 BY MR. WALL: 09:49</p> <p>20 Q. I'm just trying to get some foundation for 09:49</p> <p>21 the discussion we're going to have the rest of the 09:49</p> <p>22 day about this. 09:49</p> <p>23 So following up on that, what are the 09:49</p> <p>24 elements of Ticketmaster's Fan Club Policy that you 09:49</p> <p>25 find to be unique relative to what its rivals do 09:49</p>	<p>1 with respect to artist presales? 09:49</p> <p>2 MR. WOLFSON: Objection. Form. Asked and 09:49</p> <p>3 answered. 09:49</p> <p>4 THE WITNESS: Okay. Let me take a look at 09:49</p> <p>5 the table in my report where the -- 09:49</p> <p>6 BY MR. WALL: 09:50</p> <p>7 Q. Sure. Just let us know what you're looking 09:50</p> <p>8 at so we can follow. 09:50</p> <p>9 A. So this is in Section 10, particularly 09:50</p> <p>10 page 105. There's some discussion before 105, but 09:50</p> <p>11 if you look at Figure 21, that summarizes the Fan 09:50</p> <p>12 Club requirements. 09:50</p> <p>13 And you're asking what particular 09:50</p> <p>14 provisions have become more restrictive over time? 09:50</p> <p>15 Q. Yes. 09:50</p> <p>16 A. Okay. So the percentage of holdback 09:50</p> <p>17 tickets that in the 2002 to 2004 String Cheese 09:50</p> <p>18 Incident was 10 percent for other bands. Later, 09:51</p> <p>19 2006 and subsequently it became 8 percent. The Fan 09:51</p> <p>20 Club requirements have changed. I don't -- as I 09:51</p> <p>21 said, I don't infer anything from scrutinizing these 09:51</p> <p>22 particular pieces of language here. 09:51</p> <p>23 The timing of Fan Club formation was not 09:51</p> <p>24 restricted until 2015 when the unlikely to consider 09:51</p> <p>25 requirement was introduced. The reservation of 09:51</p>
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<p>1 rights I see here -- we were discussing that 09:51</p> <p>2 earlier -- in 2006 it was the right to revise the 09:51</p> <p>3 policy. And 2015 added and determined whether it 09:52</p> <p>4 meets -- the Fan Club meets the spirit of the 09:52</p> <p>5 letter. 09:52</p> <p>6 In the -- on the Fan Club requirements -- 09:52</p> <p>7 that's not a very good -- that's not a very good 09:52</p> <p>8 word. In 2006, there was no restriction on 09:52</p> <p>9 third-party marketing; in 2012 that was introduced. 09:52</p> <p>10 And then the treatment of multiple artists 09:52</p> <p>11 is changed in 2012. It is not clear to me as I look 09:52</p> <p>12 at it that that's necessarily more restrictive. 09:52</p> <p>13 Q. Okay. Looking at Figure 21 -- preliminary 09:52</p> <p>14 question. 09:53</p> <p>15 Who prepared Figure 21? 09:53</p> <p>16 A. I did with the assistance of my staff. 09:53</p> <p>17 Q. Okay. Did you actually write it yourself 09:53</p> <p>18 or did you have somebody on your staff write this up 09:53</p> <p>19 for you? 09:53</p> <p>20 A. My staff wrote it up for me. 09:53</p> <p>21 Q. Okay. And there's a set of sources that 09:53</p> <p>22 are at the top of page 108. 09:53</p> <p>23 A. Yes. 09:53</p> <p>24 Q. Did you personally go through all of those 09:53</p> <p>25 sources? 09:53</p>	<p>1 A. Probably not all of them. Some of them. 09:53</p> <p>2 Q. Okay. Is it significant to your analysis 09:53</p> <p>3 in this case that the percentage of what's referred 09:53</p> <p>4 to as "holdback tickets" has been at 8 percent since 09:53</p> <p>5 2006, but according to your chart was at 10 percent 09:53</p> <p>6 at some earlier point in time? 09:54</p> <p>7 A. Well, I think what I seek to do is to 09:54</p> <p>8 compare how Ticketmaster is interpreting or 09:54</p> <p>9 enforcing its exclusivity when it comes to 09:54</p> <p>10 third-party artist presale relative to some set of 09:54</p> <p>11 reasonable benchmarks. One of those, I think, would 09:54</p> <p>12 be how Ticketmaster has itself behaved in the past, 09:54</p> <p>13 but that's not the primary one. So it's not 09:54</p> <p>14 insignificant, but it's not -- well, it's not 09:54</p> <p>15 insignificant. 09:54</p> <p>16 Q. It's not the difference between whether 09:54</p> <p>17 this is the anticompetitive or competitively 09:54</p> <p>18 neutral, is it? 09:55</p> <p>19 MR. WOLFSON: Objection. Form. Vague and 09:55</p> <p>20 ambiguous. 09:55</p> <p>21 THE WITNESS: You know, by itself the 09:55</p> <p>22 difference between 10 percent and 8 percent is 09:55</p> <p>23 not -- as you say, it's not the big difference. You 09:55</p> <p>24 could say that perhaps about each of many things, 09:55</p> <p>25 and they might add up to something bigger. 09:55</p>

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1	BY MR. WALL:	09:55	1	has the unilateral power to decide whether to	09:57
2	Q. And is there any basis for your belief	09:55	2	release tickets to a rival's artist presale?	09:57
3	that, prior to 2006, Ticketmaster permitted	09:55	3	MR. WOLFSON: Objection. Form. Assumes	09:57
4	10 percent of the inventory other than the String	09:55	4	and asks for a legal opinion.	09:57
5	Cheese Incident settlement agreement and release	09:55	5	MR. WALL: It doesn't. That's a factual	09:57
6	that is cited here?	09:55	6	question.	09:57
7	A. I thought there was some discussion around	09:55	7	But go ahead.	09:58
8	the 2006 policy that indicated it was a tightening,	09:55	8	MR. WOLFSON: You're speaking in terms of	09:58
9	but let me check here. I'm not seeing it, so I'm	09:55	9	rights and unilateral rights to release tickets.	09:58
10	not sure as I sit here whether I'm remembering	09:56	10	Mischaracterizes the previous testimony about his	09:58
11	correctly about that.	09:56	11	understanding of who can release tickets.	09:58
12	Q. Okay. All right. Returning, then, to	09:56	12	BY MR. WALL:	09:58
13	Figure 21, which you and your team prepared, can you	09:56	13	Q. You may answer.	09:58
14	identify for me from this chart the change that you	09:56	14	A. I'm sorry. Could you repeat the question?	09:58
15	regard as the most significant tightening of the	09:56	15	Q. Sure. When you identify that feature as	09:58
16	policy?	09:57	16	the most significant tightening, am I correct that	09:58
17	MR. WOLFSON: Objection. Form and	09:57	17	the reason for that is because that means that it is	09:58
18	mischaracterizes previous testimony.	09:57	18	Ticketmaster who has the unilateral ability to	09:58
19	THE WITNESS: I think the most significant	09:57	19	decide when tickets are released to a rival's artist	09:58
20	part is the right to determine whether a fan club	09:57	20	presale?	09:58
21	meets the spirit in letter, and the way that that's	09:57	21	MR. WOLFSON: Again, I'm raising the same	09:58
22	been used.	09:57	22	objections to that.	09:58
23	BY MR. WALL:	09:57	23	THE WITNESS: Yes.	09:58
24	Q. Okay. And I gather that what makes that	09:57	24	BY MR. WALL:	09:58
25	most significant is that it means that Ticketmaster	09:57	25	Q. So I am sure that, not for the last time we	09:58
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1	had a little bit -- we strayed from my outline, so	09:59	1	has tried to enter the venue ticketing services	10:00
2	I'm returning back to something we started down	09:59	2	market? And, of course, for the purposes of this	10:00
3	earlier.	09:59	3	question, we're assuming it's a separate market than	10:00
4	We had started to talk about the upfront	09:59	4	artist presales. That has to be understood.	10:00
5	payments and whether they were barriers to entry	09:59	5	A. Okay. So until not very long ago, I would	10:00
6	into venue ticketing services about 20 minutes ago.	09:59	6	have said that I was not aware of any evidence that	10:00
7	Do you recall that?	09:59	7	Songkick tried or sought to be in the business of	10:00
8	A. Somewhat.	09:59	8	providing the primary share of ticketing services to	10:00
9	Q. Okay. So in general, is it your belief	09:59	9	any venue. I gather that there is -- more recently	10:00
10	that Songkick in its business targeted at artist	09:59	10	I've learned or heard that there are some very small	10:01
11	presales is affected in any significant way by	09:59	11	scale deals I believe with AEG venues that go in	10:01
12	whatever barriers to entry substantial upfront	09:59	12	that direction, but I don't perceive that to be a	10:01
13	payments might create into the venue ticketing	09:59	13	major attempt to crack that market, no.	10:01
14	services market given that Songkick does not	09:59	14	Q. On the other hand, you do think that	10:01
15	participate in that market?	09:59	15	Songkick has a major interest in whether the scope	10:01
16	MR. WOLFSON: Objection. Form. Assumes	09:59	16	of those exclusives expand over artist presales;	10:01
17	facts.	09:59	17	correct?	10:01
18	THE WITNESS: So your last given that sort	10:00	18	MR. WOLFSON: Objection. Form.	10:01
19	of direct attention to is Songkick affected, because	10:00	19	THE WITNESS: Yes.	10:01
20	that makes it harder for Songkick to enter that	10:00	20	BY MR. WALL:	10:01
21	market. I don't think that's the pivotal reason	10:00	21	Q. Okay. Now, again as a factual matter,	10:01
22	that Songkick is not successfully entering that	10:00	22	would you agree with me that for the great majority	10:02
23	market, no.	10:00	23	of concert venues in the United States, there is an	10:02
24	BY MR. WALL:	10:00	24	exclusive agreement in place which somewhere in its	10:02
25	Q. Are you aware of any evidence that Songkick	10:00	25	terms has the scope of the exclusivity and the word	10:02

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<p>1 BY MR. WALL: 10:06</p> <p>2 Q. Do you have any reason to believe that the 10:06</p> <p>3 inclusion of presales in the scope of the exclusive 10:06</p> <p>4 rights was forced on the venues by Ticketmaster or 10:06</p> <p>5 any other ticketing services provider? 10:06</p> <p>6 MR. WOLFSON: Objection. Form. Assumes 10:06</p> <p>7 facts and legal conclusion. 10:06</p> <p>8 THE WITNESS: I'm sorry. Would you repeat 10:06</p> <p>9 the question again? 10:06</p> <p>10 BY MR. WALL: 10:06</p> <p>11 Q. Do you have any reason to believe that the 10:06</p> <p>12 inclusion of presales within the scope of the 10:06</p> <p>13 exclusive rights was forced on the venues by 10:07</p> <p>14 Ticketmaster or any other ticketing services 10:07</p> <p>15 provider? 10:07</p> <p>16 MR. WOLFSON: Same objections. 10:07</p> <p>17 THE WITNESS: Let's see. So I have not 10:07</p> <p>18 focused on that question. Once you're talking about 10:07</p> <p>19 a somewhat exclusive contract with relatively high 10:07</p> <p>20 per ticket fees, Ticketmaster would have an 10:07</p> <p>21 incentive to expand the scope. The venues would 10:07</p> <p>22 have a more mixed incentive, because on the one hand 10:07</p> <p>23 they are getting significant rebates and value, that 10:07</p> <p>24 in terms of expanding the scope. But on the other 10:08</p> <p>25 hand, they also would wish to limit the scope, so 10:08</p>	<p>1 it's better to compete for artists' visits. So I 10:08</p> <p>2 would expect that Ticketmaster would have a clearer 10:08</p> <p>3 incentive to expand the scope than the venue. And I 10:08</p> <p>4 think we see that in the way that some of these 10:08</p> <p>5 disputes have played out. 10:08</p> <p>6 Whether you would call that a reason to 10:08</p> <p>7 think that those alleged provisions -- and I'm not 10:08</p> <p>8 sure whether you're asking me to agree to something 10:08</p> <p>9 about whether the provisions -- what the provisions 10:08</p> <p>10 do and don't cover, whether that would count as 10:08</p> <p>11 reason to believe that historically they were forced 10:08</p> <p>12 on venues by Ticketmaster or Ticketmaster negotiated 10:08</p> <p>13 that with the venues pushing back. That's more of a 10:08</p> <p>14 interpretation question perhaps. 10:08</p> <p>15 BY MR. WALL: 10:08</p> <p>16 Q. I was trying to avoid interpretation and 10:08</p> <p>17 just get to -- you are, of course, aware that in our 10:08</p> <p>18 world of antitrust, there are some doctrines and 10:09</p> <p>19 analytical paradigms that involve coercion or 10:09</p> <p>20 forcing of things; right? 10:09</p> <p>21 A. Yeah. 10:09</p> <p>22 Q. Okay. I'm simply asking you that with 10:09</p> <p>23 respect to the inclusion of the word "presales" 10:09</p> <p>24 within the scope of these exclusive rights, do you 10:09</p> <p>25 have any reason to believe that that appears in 10:09</p>
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<p>1 these contracts as a result of coercion or forcing 10:09</p> <p>2 by the ticketing services providers? 10:09</p> <p>3 MR. WOLFSON: Objection. Form. Assumes 10:09</p> <p>4 facts, legal conclusions. Relevance. 10:09</p> <p>5 THE WITNESS: I don't have any specific 10:09</p> <p>6 documents or historical reason to believe that. I 10:09</p> <p>7 think that somewhat brings us back to our discussion 10:09</p> <p>8 of unilateral market power earlier in the sense that 10:09</p> <p>9 if the venues perceive that this was the way 10:10</p> <p>10 Ticketmaster wanted to do business, then market 10:10</p> <p>11 power on the part of Ticketmaster could amount to, 10:10</p> <p>12 let's call it, pressure on the venue to sign. 10:10</p> <p>13 BY MR. WALL: 10:10</p> <p>14 Q. Okay. But you certainly understand that, 10:10</p> <p>15 for example, in tying doctrine, we tend to look at 10:10</p> <p>16 market power and coercion as separate elements; 10:10</p> <p>17 right? 10:10</p> <p>18 A. M-hm. 10:10</p> <p>19 Q. You have to say "yes." Sorry. 10:10</p> <p>20 A. Yes. 10:10</p> <p>21 Q. It's the "m-hm" thing. 10:10</p> <p>22 A. Yes. 10:10</p> <p>23 Q. I'm asking it in that sense, that they're 10:10</p> <p>24 separate if potentially related concepts. 10:10</p> <p>25 So do you have any reason to believe that 10:10</p>	<p>1 the inclusion of whatever rights there are over 10:10</p> <p>2 presales was forced on the venues or coerced by the 10:10</p> <p>3 ticketing service providers? 10:10</p> <p>4 MR. WOLFSON: Objection. Assumes facts and 10:11</p> <p>5 legal conclusions. Relevance. 10:11</p> <p>6 THE WITNESS: Well, with the -- with the 10:11</p> <p>7 introductory comment that I'm not convinced coercion 10:11</p> <p>8 and market power are substantively so different 10:11</p> <p>9 here, I'm not aware of any overt acts of coercion. 10:11</p> <p>10 BY MR. WALL: 10:11</p> <p>11 Q. Okay. You make a reference in your report 10:11</p> <p>12 to requirements tying, where the supplier conditions 10:11</p> <p>13 the sale of one product on the buyer's agreement to 10:11</p> <p>14 purchase all of its need for one or more products 10:11</p> <p>15 from the same supplier and thus not rival suppliers. 10:11</p> <p>16 Do you have any reason to believe that 10:11</p> <p>17 whatever coverage there is over presales in these 10:11</p> <p>18 contracts came to be within the scope of the 10:11</p> <p>19 exclusive rights in Ticketmaster's venue agreements 10:12</p> <p>20 as a result of requirements tying? 10:12</p> <p>21 MR. WOLFSON: Same objections. 10:12</p> <p>22 THE WITNESS: I'm not sure I would phrase 10:12</p> <p>23 it as -- as a result. I think that would be one way 10:12</p> <p>24 to characterize what Ticketmaster has argued is the 10:12</p> <p>25 outcome. 10:12</p>

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<p>1 BY MR. WALL: 10:12</p> <p>2 Q. I'm talking about how it came about. My 10:12</p> <p>3 question was how it came about. 10:12</p> <p>4 MR. WOLFSON: Same objections. 10:12</p> <p>5 THE WITNESS: So then I think perhaps, 10:12</p> <p>6 you're asking do the venues -- did the venues 10:12</p> <p>7 perceive that by signing the contract they were, as 10:12</p> <p>8 Ticketmaster has argued, signing a contract that -- 10:12</p> <p>9 let me say, briefly strongly restricts what they can 10:13</p> <p>10 offer visiting artists on third-party presales. 10:13</p> <p>11 BY MR. WALL: 10:13</p> <p>12 Q. No, that's not what I'm asking. 10:13</p> <p>13 A. Well, okay. Then I'm not sure I 10:13</p> <p>14 understand, or perhaps you didn't understand what I 10:13</p> <p>15 was hypothesizing you might be asking. 10:13</p> <p>16 Q. Yeah. We might just not be communicating. 10:13</p> <p>17 In paragraph 86 of your report -- 10:13</p> <p>18 A. Yeah. 10:13</p> <p>19 Q. -- this is in Section 4A, you refer, two 10:13</p> <p>20 lines from the bottom, to "requirements tying." 10:13</p> <p>21 A. Yes. 10:13</p> <p>22 Q. You bring it up and define it with the 10:13</p> <p>23 terms that I used a moment ago. 10:13</p> <p>24 Do you see that? 10:13</p> <p>25 A. Yes. 10:13</p>	<p>1 Q. Okay. I don't actually see any subsequent 10:13</p> <p>2 discussion where you claim that Ticketmaster is 10:13</p> <p>3 engaging in requirements tying. 10:13</p> <p>4 A. No, I put that out there as another 10:14</p> <p>5 possible way to understand the implication of the 10:14</p> <p>6 broadening or strengthening of exclusivity. I think 10:14</p> <p>7 those are equivalent here, and there are two 10:14</p> <p>8 different ways of looking at the same thing. 10:14</p> <p>9 Q. Maybe they are; maybe they aren't. We can 10:14</p> <p>10 save that debate for another day. 10:14</p> <p>11 But just so we have a very clear record, 10:14</p> <p>12 you are not opining that Ticketmaster is engaging in 10:14</p> <p>13 requirements tying with respect to the inclusion of 10:14</p> <p>14 artist presale services -- or artist presales in its 10:14</p> <p>15 exclusive contracts with venues; correct? 10:14</p> <p>16 MR. WOLFSON: Objection. Form. 10:14</p> <p>17 THE WITNESS: I don't see it as so 10:14</p> <p>18 different from the strengthening of exclusivity. If 10:14</p> <p>19 you're asking do I analyze it separately and in a 10:14</p> <p>20 distinct way from the strengthening or broadening of 10:15</p> <p>21 exclusivity, the answer is "no." 10:15</p> <p>22 BY MR. WALL: 10:15</p> <p>23 Q. Okay. But just descriptively you say that 10:15</p> <p>24 requirements tying is where the supplier conditions 10:15</p> <p>25 the sale of one product on the buyer's agreement to 10:15</p>
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<p>1 purchase all of its needs of one or more products 10:15</p> <p>2 from the same supplier. 10:15</p> <p>3 The way that that would work here is that 10:15</p> <p>4 Ticketmaster would be conditioning the provision of 10:15</p> <p>5 a broader set of ticketing services on having the 10:15</p> <p>6 exclusive rights over artist presales; correct? 10:15</p> <p>7 A. Yes. 10:15</p> <p>8 MR. WOLFSON: Object. 10:15</p> <p>9 BY MR. WALL: 10:15</p> <p>10 Q. Does it do that? 10:15</p> <p>11 A. I know Ticketmaster has represented that 10:15</p> <p>12 it's perfectly willing to negotiate less-exclusive 10:15</p> <p>13 arrangements, and that it occasionally does so. And 10:15</p> <p>14 I don't have any information that either confirms or 10:16</p> <p>15 contradicts that other than that there are a handful 10:16</p> <p>16 of cases where it has negotiated less-exclusive 10:16</p> <p>17 arrangements in the U.S. 10:16</p> <p>18 Q. Have you come across any evidence of any 10:16</p> <p>19 venue that wanted to retain a broader set of rights 10:16</p> <p>20 over artist presales but was unable to do so as a 10:16</p> <p>21 result of any pressure or coercion from 10:16</p> <p>22 Ticketmaster? 10:16</p> <p>23 MR. WOLFSON: Objection. Form. 10:16</p> <p>24 THE WITNESS: Well, at the initial 10:16</p> <p>25 contracting stage, I'm not. At the subsequent 10:16</p>	<p>1 negotiating with artists and third-party ticketing, 10:16</p> <p>2 artist presale ticketing service providers, yes, I 10:16</p> <p>3 think so. So it's generic that Songkick deals with 10:17</p> <p>4 artists who go to the venues and say, "Can we do a 10:17</p> <p>5 deal where you release some of the tickets to us?" 10:17</p> <p>6 And the venue says enthusiastically or 10:17</p> <p>7 grudgingly, "Yes," and then Ticketmaster stops them. 10:17</p> <p>8 So at that level, I think we do see that. 10:17</p> <p>9 That's obviously different from the upfront 10:17</p> <p>10 negotiation that perhaps you were referring to. 10:17</p> <p>11 BY MR. WALL: 10:17</p> <p>12 Q. What makes you think that the venues are 10:17</p> <p>13 enthusiastic about releasing tickets for artist 10:17</p> <p>14 presales? 10:17</p> <p>15 MR. WOLFSON: Objection. Argumentative. 10:17</p> <p>16 THE WITNESS: Well, I said 10:17</p> <p>17 "enthusiastically or grudgingly." I think they do 10:17</p> <p>18 it as part of the -- one of the ways that they 10:17</p> <p>19 compete to get artists to come play their venues. 10:17</p> <p>20 And you can think of that as a process with 10:17</p> <p>21 enthusiasm, or you can think of it as a grudging 10:17</p> <p>22 process where they make concessions they don't 10:17</p> <p>23 really want in order to get something they really 10:17</p> <p>24 want, which is the artist to come play. 10:17</p> <p>25 ///</p>

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<p>1 BY MR. WALL: 10:18</p> <p>2 Q. Have you seen any evidence that any venue 10:18</p> <p>3 was ever upset over the decision that Ticketmaster 10:18</p> <p>4 made not to release tickets to Songkick? 10:18</p> <p>5 MR. WOLFSON: Objection. Form. 10:18</p> <p>6 THE WITNESS: Well, if the venue was 10:18</p> <p>7 willing to offer that as part of the negotiation, 10:18</p> <p>8 then I think there's some sense in which being told 10:18</p> <p>9 no by Ticketmaster has to be a negative. Unless -- 10:18</p> <p>10 and this is one of my concerns -- the venues relish 10:18</p> <p>11 the fact that there's a policeman standing behind 10:18</p> <p>12 them who won't let them do things that they feel 10:18</p> <p>13 they have to offer to do but don't really want to 10:18</p> <p>14 do. 10:18</p> <p>15 BY MR. WALL: 10:18</p> <p>16 Q. You've once given me a conceptual answer to 10:18</p> <p>17 an empirical question. 10:18</p> <p>18 My question was simply: Have you seen any 10:18</p> <p>19 evidence that any venue was ever upset over the 10:19</p> <p>20 decision that Ticketmaster made not to release 10:19</p> <p>21 tickets to Songkick? 10:19</p> <p>22 MR. WOLFSON: Objection. Form. Asked and 10:19</p> <p>23 answered. 10:19</p> <p>24 THE WITNESS: Well, and I think you're 10:19</p> <p>25 narrowing the scope of the evidence that you're 10:19</p>	<p>1 asking for. I did describe some evidence, but it's 10:19</p> <p>2 evidence that is perhaps a little indirect. 10:19</p> <p>3 If you're asking have I seen a document 10:19</p> <p>4 where a venue is saying, "We're upset about that," I 10:19</p> <p>5 don't think so. 10:19</p> <p>6 BY MR. WALL: 10:19</p> <p>7 Q. Were you ever even told by someone of an 10:19</p> <p>8 incident in which a venue was upset by that decision 10:19</p> <p>9 by Ticketmaster not to release tickets to Songkick? 10:19</p> <p>10 MR. WOLFSON: Objection. Form. Objection 10:19</p> <p>11 also to the extent that you're getting into 10:19</p> <p>12 protected communications. 10:19</p> <p>13 BY MR. WALL: 10:19</p> <p>14 Q. You may answer. 10:19</p> <p>15 MR. WOLFSON: Also, objection to the extent 10:19</p> <p>16 that you're asking this witness to provide lay fact 10:19</p> <p>17 testimony. 10:19</p> <p>18 THE WITNESS: So in Songkick's database of 10:20</p> <p>19 won/lost and particularly lost business 10:20</p> <p>20 opportunities, there are some narratives that 10:20</p> <p>21 describe how everything was going swimmingly until 10:20</p> <p>22 somebody from Ticketmaster said no, and there are 10:20</p> <p>23 various expressions of regret in there, I think 10:20</p> <p>24 predominantly from artists and managers. 10:20</p> <p>25 As I sit here, I don't recall whether there 10:20</p>
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<p>1 were quotes from the venues saying, you know, we 10:20</p> <p>2 wanted to make this work but it can't. That would 10:20</p> <p>3 be the place, I think, where I would look for such 10:20</p> <p>4 documents, and I don't remember as I sit here 10:20</p> <p>5 whether I've seen that. 10:20</p> <p>6 BY MR. WALL: 10:20</p> <p>7 Q. Are you aware of any instance where any 10:20</p> <p>8 ticketing service provider tried to buy rights from 10:20</p> <p>9 a concert venue to ticket presales only or 10:21</p> <p>10 conversely where a concert venue tried to sell 10:21</p> <p>11 rights for ticketing presales only? 10:21</p> <p>12 MR. WOLFSON: Objection. Form. Relevance. 10:21</p> <p>13 THE WITNESS: I think it depends on the 10:21</p> <p>14 interpretation of buy and sell. As I explained in 10:21</p> <p>15 my reports, particularly the rebuttal report, 10:21</p> <p>16 Songkick, through the artist, offers value to the 10:21</p> <p>17 venue for releasing those rights. And I think that 10:21</p> <p>18 should be viewed as equivalent to buying those 10:21</p> <p>19 rights. They don't generally offer money for it, 10:21</p> <p>20 but they do offer value for it. 10:21</p> <p>21 BY MR. WALL: 10:21</p> <p>22 Q. Okay. Putting that interesting concept of 10:21</p> <p>23 value that we will discuss further aside for the 10:22</p> <p>24 moment, are you aware of any instance where any 10:22</p> <p>25 ticketing service provider -- this isn't just about 10:22</p>	<p>1 Songkick -- any ticketing service provider -- went 10:22</p> <p>2 to a concert venue and tried to cut some kind of 10:22</p> <p>3 deal to obtain rights to ticket presales without 10:22</p> <p>4 trying to get the rest of the rights? 10:22</p> <p>5 MR. WOLFSON: Objection. Form. And you 10:22</p> <p>6 know his prior testimony. 10:22</p> <p>7 THE WITNESS: Well, I really think that is 10:22</p> <p>8 the generic thing that happens when Songkick and 10:22</p> <p>9 probably the others run an artist presale. They go 10:22</p> <p>10 to the venue, they communicate with the venue, 10:22</p> <p>11 perhaps through the artist, and they offer a deal 10:22</p> <p>12 under which the venue would get something in return 10:22</p> <p>13 for allocating these tickets. So if you're asking 10:22</p> <p>14 the question in broad terms, absolutely, that 10:23</p> <p>15 happens. That's the basic business model. 10:23</p> <p>16 BY MR. WALL: 10:23</p> <p>17 Q. I wasn't. 10:23</p> <p>18 A. Okay. 10:23</p> <p>19 Q. I prefaced my question to saying that I 10:23</p> <p>20 wasn't trying to encompass that idea of a value 10:23</p> <p>21 exchange that you've come up with for your rebuttal 10:23</p> <p>22 report. 10:23</p> <p>23 Let's just make it very simple: Are you 10:23</p> <p>24 aware of any instance when any ticketing service 10:23</p> <p>25 provider ever tried to buy, for cash, rights from a 10:23</p>

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<p>1 MR. WOLFSON: Objection. Form. And to the 11:04</p> <p>2 extent it calls for a legal conclusion. 11:04</p> <p>3 THE WITNESS: I think whether the 11:04</p> <p>4 restrictions are reasonable is going to be an input 11:04</p> <p>5 to the analysis of whether the purchase of all these 11:04</p> <p>6 exclusive rights is anticompetitive or not and 11:05</p> <p>7 presumably, therefore, whether it's lawful or not. 11:05</p> <p>8 And so I'm getting a little tangled in the 11:05</p> <p>9 logic of your question given that I think you're 11:05</p> <p>10 asking me to assume that what I see as the key 11:05</p> <p>11 question is buried inside this hypothetical 11:05</p> <p>12 determination. 11:05</p> <p>13 BY MR. WALL: 11:05</p> <p>14 Q. Let me give you a different example to see 11:05</p> <p>15 if this helps it. 11:05</p> <p>16 Imagine that I've gone out and I have 11:05</p> <p>17 purchased from someone one patent. 11:05</p> <p>18 A. M-hm. 11:05</p> <p>19 Q. And that under all of the standards that we 11:05</p> <p>20 use to determine the lawfulness and the competitive 11:05</p> <p>21 effects of patent acquisitions, there's nothing 11:05</p> <p>22 wrong with that. It's perfectly fine. 11:05</p> <p>23 Am I -- is there some antitrust or economic 11:05</p> <p>24 policy basis for thereafter saying that how I 11:05</p> <p>25 exploit that patent must be reasonable? 11:06</p>	<p>1 MR. WOLFSON: Objection. Incomplete 11:06</p> <p>2 hypothetical and calls for a legal conclusion. 11:06</p> <p>3 THE WITNESS: I think, as you know, often 11:06</p> <p>4 in evaluating an asset acquisition, perhaps a 11:06</p> <p>5 merger, perhaps not, we would ask what uses are 11:06</p> <p>6 likely to be made of the asset. That's, perhaps, 11:06</p> <p>7 the key question. And so to some degree, the likely 11:06</p> <p>8 or contemplated uses are already incorporated into 11:06</p> <p>9 the analysis of the acquisition. 11:06</p> <p>10 However, to avoid having asset acquisition 11:06</p> <p>11 analysis be too paranoid, sometimes things are left 11:07</p> <p>12 off to the side. You don't analyze this 11:07</p> <p>13 hypothetical use that might be made of the asset, 11:07</p> <p>14 which would clearly be unreasonable, but we don't 11:07</p> <p>15 want to attribute that necessarily to the acquirer. 11:07</p> <p>16 And so there might be subsequent or additional 11:07</p> <p>17 enforcement of uses that get made. 11:07</p> <p>18 So to make this a little more concrete and 11:07</p> <p>19 sticking to the merger context, as you know -- you 11:07</p> <p>20 probably know better than me and I might even 11:07</p> <p>21 misstate it slightly -- but my understanding is 11:07</p> <p>22 until perhaps the 1980s the primary, or one of the 11:07</p> <p>23 primary concerns about horizontal mergers was that 11:07</p> <p>24 they might lead to increased opportunities for 11:07</p> <p>25 illegal collusion. 11:07</p>
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<p>1 Well, that could be true, but the illegal 11:07</p> <p>2 collusion would still be subject to enforcement 11:08</p> <p>3 later, even though the asset acquisition had been 11:08</p> <p>4 cleared because it was not perceived as very likely 11:08</p> <p>5 to lead to that. 11:08</p> <p>6 BY MR. WALL: 11:08</p> <p>7 Q. That's because there's a separate statute 11:08</p> <p>8 that prohibits collusion; right? 11:08</p> <p>9 A. That's right. Yes. Okay. 11:08</p> <p>10 MR. WOLFSON: Is that a statute you wanted 11:08</p> <p>11 to share with me? 11:08</p> <p>12 MR. WALL: There's one, I think. 11:08</p> <p>13 THE WITNESS: So returning to your patent, 11:08</p> <p>14 patent acquisitions that don't lead to kind of 11:08</p> <p>15 obvious first-order concentration of market power 11:08</p> <p>16 issues might be cleared or not challenged then. But 11:08</p> <p>17 then it might turn out that this one patent that you 11:08</p> <p>18 bought was a standard essential patent. Perhaps 11:08</p> <p>19 nobody noticed that during the patent acquisition, 11:08</p> <p>20 perhaps not, and the incentives or FRAND constraints 11:08</p> <p>21 had changed. 11:09</p> <p>22 We've certainly seen some of that. There 11:09</p> <p>23 was an FTC case, whose name I'm blanking on, where a 11:09</p> <p>24 patent was acquired by somebody who had not made a 11:09</p> <p>25 FRAND promise that the original owner had and it was 11:09</p>	<p>1 challenged. Right? 11:09</p> <p>2 So I don't think it's easy to give a clear 11:09</p> <p>3 answer to your question, and I also think it would 11:09</p> <p>4 tend to be more of a policy or legal answer than an 11:09</p> <p>5 economic one. 11:09</p> <p>6 BY MR. WALL: 11:09</p> <p>7 Q. Let's take this out of ticketing and 11:09</p> <p>8 address it in -- with a historical example. 11:09</p> <p>9 You're certainly familiar with the 11:09</p> <p>10 government's case against the AT&T monopoly that 11:09</p> <p>11 broke up the Bell system; correct? 11:09</p> <p>12 A. Yes. 11:09</p> <p>13 Q. Okay. And back in those days, AT&T's 11:09</p> <p>14 operating companies owned the so-called "last mile" 11:10</p> <p>15 connections to consumers because of their local 11:10</p> <p>16 franchise monopoly. MCI wanted to interconnect, 11:10</p> <p>17 AT&T refused, or agreed to interconnect only on 11:10</p> <p>18 unreasonable terms. Those claims were assessed 11:10</p> <p>19 under the paradigms and standards for what are 11:10</p> <p>20 sometimes called what you've called "access issues"; 11:10</p> <p>21 correct? 11:10</p> <p>22 MR. WOLFSON: Objection to form. Are you 11:10</p> <p>23 referring to a specific legal case? 11:10</p> <p>24 MR. WALL: I was, yes. 11:10</p> <p>25 MR. WOLFSON: Just for the record, are you 11:10</p>

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<p>1 referring to the Trinko? 11:10</p> <p>2 MR. WALL: No. 11:10</p> <p>3 MR. WOLFSON: Before that? 11:10</p> <p>4 MR. WALL: This is in 1980. 11:10</p> <p>5 MR. WOLFSON: Okay. I just want to make 11:10</p> <p>6 sure. 11:10</p> <p>7 THE WITNESS: Before your time, 11:10</p> <p>8 Mr. Wolfson. 11:10</p> <p>9 So, I mean, certainly access issues were 11:10</p> <p>10 involved. I think technically it was a -- framed as 11:11</p> <p>11 a monopolization or monopoly maintenance case. I'm 11:11</p> <p>12 not sure if that's what you're getting at. 11:11</p> <p>13 BY MR. WALL: 11:11</p> <p>14 Q. What I'm getting at, you -- there is -- 11:11</p> <p>15 there are antitrust paradigms for considering access 11:11</p> <p>16 issues, are there not? 11:11</p> <p>17 A. Yes. 11:11</p> <p>18 Q. You've written an article that was called 11:11</p> <p>19 "Modularity Vertical Integration and Open Access 11:11</p> <p>20 Policies"; correct? 11:11</p> <p>21 A. Yes. 11:11</p> <p>22 Q. Do Songkick's claims about the Fan Club 11:11</p> <p>23 Policy and TM -- and Ticketmaster's restrictions on 11:11</p> <p>24 when it will release tickets present access issues? 11:11</p> <p>25 MR. WOLFSON: Objection. Form. And to the 11:11</p>	<p>1 extent it calls for a legal conclusion. 11:11</p> <p>2 THE WITNESS: Yeah. I think as we were 11:11</p> <p>3 discussing a few minutes ago, there are a number of 11:11</p> <p>4 ways to view these concerns, and I think you're 11:12</p> <p>5 right that one can see access issues in there. 11:12</p> <p>6 BY MR. WALL: 11:12</p> <p>7 Q. Certainly to the extent that you're 11:12</p> <p>8 focusing on the "sole discretion provisions," as you 11:12</p> <p>9 refer to them, that implies an access issue; does it 11:12</p> <p>10 not? 11:12</p> <p>11 MR. WOLFSON: Objection. Form. And to the 11:12</p> <p>12 extent it calls for a legal conclusion. 11:12</p> <p>13 THE WITNESS: Well, perhaps somewhat along 11:12</p> <p>14 the lines of the hypothetical standard essential 11:12</p> <p>15 patent we were talking about a little while ago, you 11:12</p> <p>16 can see access issues in the implementation or 11:12</p> <p>17 enforcement, but you could see other issues up 11:12</p> <p>18 front. In the case of the patent, there might be 11:12</p> <p>19 concentration of asset issues. In the case here, 11:13</p> <p>20 you might see exclusive dealing issues. 11:13</p> <p>21 BY MR. WALL: 11:13</p> <p>22 Q. Right. I mean, tell me if you disagree 11:13</p> <p>23 with this. As I see it, you can have a set of 11:13</p> <p>24 concerns about how Ticketmaster acquired these 11:13</p> <p>25 rights, which fall within the rubric of exclusive 11:13</p>
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<p>1 dealing and so forth, and you can have a set of 11:13</p> <p>2 issues as to what Ticketmaster does with these 11:13</p> <p>3 rights, which fall within the rubric of access; is 11:13</p> <p>4 that fair? 11:13</p> <p>5 MR. WOLFSON: Objection. Form. Calls for 11:13</p> <p>6 a legal conclusion. 11:13</p> <p>7 THE WITNESS: I mean, I think the exclusive 11:13</p> <p>8 dealing part is not just how they were acquired but 11:13</p> <p>9 what are the consequences of the acquisition of 11:13</p> <p>10 these rights. And I think that, in my mind, 11:13</p> <p>11 encompasses the -- did I just say this? -- the 11:13</p> <p>12 consequences. And that might include these issues 11:13</p> <p>13 that one could also or alternatively frame as access 11:13</p> <p>14 issues, but it includes other things too, perhaps. 11:13</p> <p>15 BY MR. WALL: 11:14</p> <p>16 Q. It's not uncommon -- is it? -- for access 11:14</p> <p>17 issues to arise with respect to competitively 11:14</p> <p>18 essential assets that someone has acquired from 11:14</p> <p>19 others? You know, they bought the mine, they 11:14</p> <p>20 acquired the local franchise monopoly, whatever the 11:14</p> <p>21 case may be. 11:14</p> <p>22 MR. WOLFSON: Objection. Form. Incomplete 11:14</p> <p>23 hypothetical. And calls for a legal conclusion. 11:14</p> <p>24 THE WITNESS: You're asking me it's not 11:14</p> <p>25 uncommon for access issues to arise with respect to 11:14</p>	<p>1 an acquired asset. I would agree with that. 11:14</p> <p>2 BY MR. WALL: 11:14</p> <p>3 Q. Okay. Let's go back and talk about 11:14</p> <p>4 counter-strategies. First of all, you would agree 11:15</p> <p>5 with me -- would you not? -- that in the 11:15</p> <p>6 post-Chicago literature, generally and in the 11:15</p> <p>7 raising rivals costs literature, specifically, a key 11:15</p> <p>8 question in evaluating claims of exclusionary 11:15</p> <p>9 behavior is whether the rival has an effective 11:15</p> <p>10 counter-strategy to the dominant firm's exclusionary 11:15</p> <p>11 conduct? 11:15</p> <p>12 A. I don't disagree with that, although it's 11:15</p> <p>13 not the way that I would put it. 11:15</p> <p>14 Q. Well, that's my next question. How would 11:15</p> <p>15 you put it? 11:15</p> <p>16 A. I would fold likely counter-strategies into 11:15</p> <p>17 the analysis of the effects of the raising rival's 11:15</p> <p>18 costs or other conduct of concern, and I don't tend 11:15</p> <p>19 to think of it as a particularly separable inquiry. 11:15</p> <p>20 After all, how people respond to what the, let's 11:16</p> <p>21 call it, "incumbent" is doing, is the core of the 11:16</p> <p>22 analysis and that includes counter-strategies. So I 11:16</p> <p>23 don't see it as particularly helpful separate 11:16</p> <p>24 inquiry unless it happens to bring to mind things 11:16</p> <p>25 that you might otherwise have forgotten to think of. 11:16</p>

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<p>1 Q. Well, in the logic of the raising rivals's 11:16</p> <p>2 cost literature, you can't actually raise someone's 11:16</p> <p>3 costs if they have an effective counter-strategy for 11:16</p> <p>4 maintaining a competitive cost structure; right? 11:16</p> <p>5 A. If they have alternative ways of keeping 11:16</p> <p>6 those same costs that they would have had otherwise, 11:16</p> <p>7 that's correct. 11:16</p> <p>8 Q. Right. And at least certainly with the 11:16</p> <p>9 seminal article by Salop and Krattenmaker, that's 11:16</p> <p>10 the way that they articulated it, as you needed to 11:16</p> <p>11 consider counter-strategies to see if the cost 11:16</p> <p>12 raising behavior would actually raise costs? 11:17</p> <p>13 A. Yeah, and I -- 11:17</p> <p>14 MR. WOLFSON: Objection. Form. 11:17</p> <p>15 THE WITNESS: Yeah. And -- so without 11:17</p> <p>16 remembering specifically what they said, I think 11:17</p> <p>17 that's a sensible way to think about it, but I 11:17</p> <p>18 prefer to think about it as just part of is this 11:17</p> <p>19 conduct raising rival's cost? And as you point out, 11:17</p> <p>20 if there are excellent counter-strategies available, 11:17</p> <p>21 then the answer is no, and you can stop there. 11:17</p> <p>22 BY MR. WALL: 11:17</p> <p>23 Q. Do you disagree with Dr. Ordoover that one 11:17</p> <p>24 condition that must be satisfied before we condemn a 11:17</p> <p>25 vertical restraint is that there are no effective 11:17</p>	<p>1 counter-strategies that could be used by efficient 11:17</p> <p>2 rivals to overcome the alleged restrictions on 11:17</p> <p>3 market access created by the contested conduct? 11:17</p> <p>4 MR. WOLFSON: Object to the form of the 11:17</p> <p>5 question. 11:17</p> <p>6 THE WITNESS: I think one needs to be a 11:17</p> <p>7 little careful about his language there. So this is 11:17</p> <p>8 in paragraph 10, as I recall, of his report. 11:17</p> <p>9 BY MR. WALL: 11:17</p> <p>10 Q. Perhaps. 11:17</p> <p>11 A. It is. 11:17</p> <p>12 Q. Okay. 11:17</p> <p>13 A. I can't do that trick very often, but... 11:17</p> <p>14 Q. Go ahead. Sorry. 11:18</p> <p>15 A. So as I was just saying, counter-strategies 11:18</p> <p>16 in my mind are part of the effects analysis, and I 11:18</p> <p>17 wouldn't choose to separate them out particularly. 11:18</p> <p>18 But if there are completely effective 11:18</p> <p>19 counter-strategies that can and would be used by 11:18</p> <p>20 rivals to neutralize the alleged restrictions 11:18</p> <p>21 created by the contested conduct, then I would say 11:18</p> <p>22 that's right. Professor Ordoover phrases it a little 11:18</p> <p>23 differently in a way that I think does potentially 11:18</p> <p>24 claim too much, if that's the right way to say it. 11:18</p> <p>25 So, for example, it could be used by 11:18</p>
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<p>1 efficient rivals. Sometimes inefficient rivals are 11:18</p> <p>2 valuable for competition in consumers. And we don't 11:19</p> <p>3 say that eliminating competition from inefficient 11:19</p> <p>4 rivals is okay. People sometimes do say that 11:19</p> <p>5 actually in the context of monopolization claims. 11:19</p> <p>6 In my opinion, that's a mistaken and rather confused 11:19</p> <p>7 position to take. 11:19</p> <p>8 He's obviously not getting deep into this 11:19</p> <p>9 and we probably don't need to, but -- but insertion 11:19</p> <p>10 of the word "efficient" there I think limits it more 11:19</p> <p>11 than it needs to be and could be used versus would 11:19</p> <p>12 be used. If you look at "could" without "would," 11:19</p> <p>13 then I suppose you would be dealing with a situation 11:19</p> <p>14 where if the rival is harmed you might think it's 11:19</p> <p>15 its own fault because it has this alternative 11:19</p> <p>16 strategy available to it. But what if the 11:19</p> <p>17 incentives are such that it would not use it? Then 11:19</p> <p>18 consumers might still be harmed. Right? 11:20</p> <p>19 So I think he's claiming a little too much 11:20</p> <p>20 here in the subparagraph. I don't know whether 11:20</p> <p>21 you're asking for as long as answer as that. 11:20</p> <p>22 Q. It's okay. So if your preferred way of 11:20</p> <p>23 looking at this is part of the effects analysis, 11:20</p> <p>24 where in your opening report do you address 11:20</p> <p>25 counter-strategies? 11:20</p>	<p>1 A. I don't separate it out. I don't think I 11:20</p> <p>2 used that word or phrase in my opening report. No 11:20</p> <p>3 responses by Songkick that would -- would be likely 11:20</p> <p>4 to be adopted and eliminate the effects of the 11:20</p> <p>5 restrictions came to my mind, frankly. And when I 11:20</p> <p>6 saw what Professor Ordoover was suggesting, I 11:20</p> <p>7 thought, well, those are not very plausible or not 11:20</p> <p>8 very effective strategies also. So I didn't address 11:21</p> <p>9 it explicitly or in those terms. I like to think 11:21</p> <p>10 that if there were effective counter-strategies that 11:21</p> <p>11 would be used, probably we'd already see them being 11:21</p> <p>12 used, and -- 11:21</p> <p>13 Q. Well, that's rather tautological, isn't it? 11:21</p> <p>14 MR. WOLFSON: Objection. Argumentative. 11:21</p> <p>15 THE WITNESS: We can go there if you want. 11:21</p> <p>16 So, anyway, I don't believe that I left out anything 11:21</p> <p>17 that needed to be analyzed, even though I didn't 11:21</p> <p>18 explicitly discuss it on those terms. And let's 11:21</p> <p>19 just leave it at that for the moment. 11:21</p> <p>20 BY MR. WALL: 11:21</p> <p>21 Q. Well, I can confirm based upon running word 11:21</p> <p>22 searches that "counter-strategy" and 11:21</p> <p>23 "counter-strategies" is not found in your opening 11:21</p> <p>24 report, but is the analysis there by some other 11:21</p> <p>25 name? 11:21</p>

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<p>1 A. Well, I analyze what I call the effects of 11:21</p> <p>2 the conduct and of the restrictions. And I think 11:22</p> <p>3 you're asking whether that analysis incorporates -- 11:22</p> <p>4 misses any could key counter-strategy that would 11:22</p> <p>5 really change that analysis. At least that's how I 11:22</p> <p>6 would interpret that question. 11:22</p> <p>7 Q. That may be the ultimate object of the 11:22</p> <p>8 question, but it's a more mundane question. I'm 11:22</p> <p>9 actually just looking to whether you conducted and 11:22</p> <p>10 reported the analysis? 11:22</p> <p>11 MR. WOLFSON: Objection. Asked and 11:22</p> <p>12 answered. 11:22</p> <p>13 THE WITNESS: I would say I conducted an 11:22</p> <p>14 analysis that didn't, so far as I know, miss any 11:22</p> <p>15 relevant counter-strategies. I did not break it out 11:22</p> <p>16 separately or discuss it in those terms. 11:22</p> <p>17 BY MR. WALL: 11:22</p> <p>18 Q. But you do in Section 5 of your rebuttal 11:22</p> <p>19 report; correct? 11:22</p> <p>20 A. I address it in the rebuttal report and, 11:22</p> <p>21 yes, it's in Section 5. 11:23</p> <p>22 Q. Right. And the basic point that you make, 11:23</p> <p>23 which is prefaced in paragraph 11 of your report, is 11:23</p> <p>24 that the counter-strategies that Professor Ordovery 11:23</p> <p>25 suggests that Songkick and/or artists could use the 11:23</p>	<p>1 avoid the effect of Ticketmaster's conduct are 11:23</p> <p>2 unrealistic or would not restore competition; 11:23</p> <p>3 correct? 11:23</p> <p>4 A. Yes. 11:23</p> <p>5 Q. So let's take a look at Section 5B of your 11:23</p> <p>6 rebuttal report. 11:23</p> <p>7 MR. WOLFSON: 5B? 11:23</p> <p>8 MR. WALL: 5B. 11:23</p> <p>9 MR. WOLFSON: Page 19. 11:23</p> <p>10 MR. WALL: Probably. No, no. Page 30. 11:23</p> <p>11 THE WITNESS: I'm sorry? 11:24</p> <p>12 MR. WALL: 6B. Sorry. You're right. My 11:24</p> <p>13 bad. Correct. Page 19. 11:24</p> <p>14 BY MR. WALL: 11:24</p> <p>15 Q. Okay. In paragraph 54, you say: 11:24</p> <p>16 "In particular, Professor Ordovery 11:24</p> <p>17 apparently believes that Songkick should 11:24</p> <p>18 have attempted to acquire ticketing 11:24</p> <p>19 rights from venues and mistakenly 11:24</p> <p>20 believes that Songkick has failed to do 11:24</p> <p>21 so." 11:24</p> <p>22 Let's break those down. 11:24</p> <p>23 First, do you contest that as a potentially 11:24</p> <p>24 effective counter-strategy, Songkick should have 11:24</p> <p>25 attempted to acquire ticketing rights from venues 11:24</p>
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<p>1 directly for cash? 11:24</p> <p>2 MR. WOLFSON: Objection. Form. 11:24</p> <p>3 THE WITNESS: I don't believe that -- let's 11:24</p> <p>4 see. I don't see any reason why they ought to have 11:24</p> <p>5 negotiated with the venues directly for cash rather 11:25</p> <p>6 than negotiating in the first instance with the 11:25</p> <p>7 artists who could offer value to the venues. 11:25</p> <p>8 BY MR. WALL: 11:25</p> <p>9 Q. Have you considered one possible reason 11:25</p> <p>10 that it would be effective to do so? 11:25</p> <p>11 MR. WOLFSON: Objection. Form. 11:25</p> <p>12 THE WITNESS: Well, as I described, the way 11:25</p> <p>13 Songkick generally operates involves getting the 11:25</p> <p>14 venue's consent and participation. 11:25</p> <p>15 BY MR. WALL: 11:25</p> <p>16 Q. At the back end; right? 11:25</p> <p>17 MR. WOLFSON: Objection. Form. 11:25</p> <p>18 THE WITNESS: I'm sorry. What do you mean? 11:25</p> <p>19 BY MR. WALL: 11:25</p> <p>20 Q. At the back end. After they've already cut 11:25</p> <p>21 a deal with an artist and they present that to the 11:25</p> <p>22 venue as we're going to conduct the presale; right? 11:25</p> <p>23 MR. WOLFSON: Objection. Form. 11:26</p> <p>24 THE WITNESS: It's in conjunction with the 11:26</p> <p>25 artist that they're trying to work with, yes. 11:26</p>	<p>1 BY MR. WALL: 11:26</p> <p>2 Q. My question is about the front end. Did 11:26</p> <p>3 you consider as a potentially effective 11:26</p> <p>4 counter-strategy by Songkick a front-end approach to 11:26</p> <p>5 the venues to try to purchase from them the rights 11:26</p> <p>6 to conduct presales? 11:26</p> <p>7 MR. WOLFSON: Objection. Form. 11:26</p> <p>8 THE WITNESS: So I did consider that. 11:26</p> <p>9 Frankly, I considered it only after Professor 11:26</p> <p>10 Ordovery raised it because it seems to me a 11:26</p> <p>11 remarkably clumsy and probably unrealistic approach. 11:26</p> <p>12 BY MR. WALL: 11:26</p> <p>13 Q. Why? 11:26</p> <p>14 A. Well, because let's consider what would be 11:26</p> <p>15 involved. Songkick would have to go to each of many 11:26</p> <p>16 venues and say, if I understand Ticketmaster's 11:26</p> <p>17 position correctly, "Hello, venue, we don't know, 11:26</p> <p>18 but you might be negotiating with Ticketmaster for 11:27</p> <p>19 an exclusive contract. If and when you are, we 11:27</p> <p>20 would like to step in and give you some money to 11:27</p> <p>21 insist in your negotiations with Ticketmaster that 11:27</p> <p>22 you retain certain rights. Which you may have 11:27</p> <p>23 thought you already retained, but we're worried that 11:27</p> <p>24 Ticketmaster will say otherwise later. And so we 11:27</p> <p>25 would like you in your negotiations with 11:27</p>

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<p>1 Ticketmaster to insist on the following language." 11:27</p> <p>2 That would be -- and I don't know whether 11:27</p> <p>3 Professor Ordoover has in mind specific to Songkick 11:27</p> <p>4 or it would be generic with respect to third-party 11:27</p> <p>5 artists ticketing service rights. 11:27</p> <p>6 Q. It would be for Songkick's benefit. 11:27</p> <p>7 A. For Songkick's benefit. 11:27</p> <p>8 Q. Otherwise you would have a free-riding 11:28</p> <p>9 problem; right? 11:28</p> <p>10 A. That's right. 11:28</p> <p>11 MR. WOLFSON: Object to the form on that 11:28</p> <p>12 question. 11:28</p> <p>13 THE WITNESS: So one could imagine, then, 11:28</p> <p>14 and Professor Ordoover raises it. I have to say my 11:28</p> <p>15 reaction is that would be a clumsy and difficult 11:28</p> <p>16 negotiation. The initial, I'll call it, "allocation 11:28</p> <p>17 of rights" that they would be trying to negotiate 11:28</p> <p>18 the venue to move away from is not clear. 11:28</p> <p>19 Historically, the venue may well have thought that 11:28</p> <p>20 it had those rights already. And I don't know 11:28</p> <p>21 honestly what Ticketmaster's attitude would be if 11:28</p> <p>22 Songkick were trailing them around trying to have 11:28</p> <p>23 meetings interspersed between Ticketmaster's 11:28</p> <p>24 meetings with the venues. 11:28</p> <p>25 ///</p>	<p>1 BY MR. WALL: 11:28</p> <p>2 Q. Well, it might actually compete for those 11:28</p> <p>3 rights; right? 11:28</p> <p>4 MR. WOLFSON: Objection. Form. 11:28</p> <p>5 THE WITNESS: It might, yes. 11:28</p> <p>6 BY MR. WALL: 11:28</p> <p>7 Q. Yeah. But Songkick in this approach 11:28</p> <p>8 wouldn't be limited to particular caps or terms. It 11:28</p> <p>9 could buy whatever the venue was willing to sell; 11:29</p> <p>10 right? 11:29</p> <p>11 MR. WOLFSON: Objection. Form. Incomplete 11:29</p> <p>12 hypothetical. 11:29</p> <p>13 THE WITNESS: Yes. I think if you believe 11:29</p> <p>14 that that pattern of negotiations is realistic, then 11:29</p> <p>15 that would open up a whole lot more possibilities, 11:29</p> <p>16 yes. 11:29</p> <p>17 BY MR. WALL: 11:29</p> <p>18 Q. And it wouldn't have to get these rights 11:29</p> <p>19 from every venue necessarily. It can concentrate on 11:29</p> <p>20 the most important venues and increase its 11:29</p> <p>21 opportunities that way; correct? 11:29</p> <p>22 MR. WOLFSON: Objection. Form. Incomplete 11:29</p> <p>23 hypothetical. 11:29</p> <p>24 THE WITNESS: I think how much its 11:29</p> <p>25 opportunities would increase would depend on a 11:29</p>
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<p>1 couple of things. One is the extent to which 11:29</p> <p>2 artists really value a single sourcing for an entire 11:29</p> <p>3 tour. And the other is how many of the Ticketmaster 11:30</p> <p>4 venues it was able to contract with to this effect 11:30</p> <p>5 and how feasible it would be for artists to visit 11:30</p> <p>6 only those Ticketmaster venues that contracted in 11:30</p> <p>7 this way with Songkick. 11:30</p> <p>8 BY MR. WALL: 11:30</p> <p>9 Q. And you certainly agree with me that it 11:30</p> <p>10 wouldn't have to compete for the full bucket of 11:30</p> <p>11 ticketing rights that go to the primary ticketing 11:30</p> <p>12 service provider, but could at least try to acquire 11:30</p> <p>13 rights for presales only? 11:30</p> <p>14 MR. WOLFSON: Objection. Form. Vague and 11:30</p> <p>15 ambiguous. Incomplete hypothetical. 11:30</p> <p>16 THE WITNESS: Well, I think the scenario 11:30</p> <p>17 that Professor Ordoover raises and that you're 11:30</p> <p>18 raising here, yes, there's some flexibility as to 11:30</p> <p>19 what it could negotiate for, and it wouldn't 11:30</p> <p>20 necessarily have to negotiate for the full venue 11:30</p> <p>21 ticketing service contract. 11:31</p> <p>22 BY MR. WALL: 11:31</p> <p>23 Q. Now, in paragraph 57 of your rebuttal 11:31</p> <p>24 report, you quote Mr. Kline as saying that this idea 11:31</p> <p>25 that Songkick could approach a venue and attempt to 11:31</p>	<p>1 negotiate for rights to sell artist presale tickets 11:31</p> <p>2 is not a dynamic that has come to pass. 11:31</p> <p>3 Do you see that? 11:31</p> <p>4 A. Yes. 11:31</p> <p>5 Q. Did you investigate as to why that dynamic 11:31</p> <p>6 has not come to pass? 11:31</p> <p>7 A. Well, I considered it as we were just 11:31</p> <p>8 discussing. I'm not sure I would use the word 11:31</p> <p>9 "investigate." 11:31</p> <p>10 Q. Again, I don't want to confuse conceptual 11:31</p> <p>11 answers with empirical answers. 11:31</p> <p>12 From an empirical sense, did you try to 11:31</p> <p>13 determine why historically that dynamic has not come 11:31</p> <p>14 to pass? 11:31</p> <p>15 MR. WOLFSON: Objection. Form. 11:32</p> <p>16 THE WITNESS: Well, thinking about what it 11:32</p> <p>17 would take to make that dynamic come to pass. 11:32</p> <p>18 BY MR. WALL: 11:32</p> <p>19 Q. That's going back to the conceptual answer. 11:32</p> <p>20 A. Okay. 11:32</p> <p>21 Q. Did you -- did you try to find some factual 11:32</p> <p>22 history as to why that dynamic had not come to pass? 11:32</p> <p>23 MR. WOLFSON: Dan, I'm going to object to 11:32</p> <p>24 the extent that he wasn't permitted to answer the 11:32</p> <p>25 previous question and also to form. 11:32</p>

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<p>1 BY MR. WALL: 11:38</p> <p>2 Q. Paragraph 56 of your rebuttal report 11:38</p> <p>3 consists of one sentence and it says: 11:39</p> <p>4 "Professor Ordovery also suggests that 11:39</p> <p>5 Songkick might compete for the portion of 11:39</p> <p>6 tickets that Songkick requires for 11:39</p> <p>7 engaging in artist presales." 11:39</p> <p>8 Is your response to that paragraph 57? 11:39</p> <p>9 A. Yes. Well, perhaps 57 and at least part of 11:39</p> <p>10 58, which gets to the -- some of the 11:39</p> <p>11 counter-strategy issues you were talking about. 11:39</p> <p>12 Q. Let me just ask you this: You would agree 11:40</p> <p>13 with me -- would you not? -- that to the extent it 11:40</p> <p>14 is a counter-strategy for Songkick to cut its deal 11:40</p> <p>15 with the artists and then present it to the venues 11:40</p> <p>16 as something that's good for them, it hasn't worked? 11:40</p> <p>17 MR. WOLFSON: Objection. Form. And 11:40</p> <p>18 assumes facts. 11:40</p> <p>19 THE WITNESS: I think it seems to work. 11:40</p> <p>20 The venues often, I'm sure not always, are willing 11:40</p> <p>21 to go along with that even though they lose some 11:40</p> <p>22 rebates in the process. 11:40</p> <p>23 BY MR. WALL: 11:40</p> <p>24 Q. It hasn't solved Songkick's access issues, 11:40</p> <p>25 has it? 11:40</p>	<p>1 A. Oh, okay. 11:40</p> <p>2 MR. WOLFSON: Objection. Form. 11:40</p> <p>3 THE WITNESS: Well, I think until 11:41</p> <p>4 relatively recently, it solved or partially solved 11:41</p> <p>5 Songkick's access issues at Ticketmaster venues, and 11:41</p> <p>6 it still addresses, solves, deals with access issues 11:41</p> <p>7 at non-Ticketmaster venues. 11:41</p> <p>8 BY MR. WALL: 11:41</p> <p>9 Q. Okay. But that leaves a big chunk of the 11:41</p> <p>10 market where it didn't solve its issues today; 11:41</p> <p>11 correct? 11:41</p> <p>12 A. If you're talking about Ticketmaster's 11:41</p> <p>13 assertions that it can stop those deals, then that's 11:41</p> <p>14 correct. 11:41</p> <p>15 Q. In that instance, wouldn't it have been 11:41</p> <p>16 prudent for Songkick to try an alternative of 11:41</p> <p>17 approaching venues and trying to buy the rights 11:41</p> <p>18 upfront for cash? 11:41</p> <p>19 MR. WOLFSON: Objection. Form. Assumes 11:42</p> <p>20 facts. Also calls for a legal conclusion, I 11:42</p> <p>21 believe. 11:42</p> <p>22 THE WITNESS: Well, I think you can ask two 11:42</p> <p>23 versions of that question. One is, as a business 11:42</p> <p>24 matter is that something that Songkick perhaps 11:42</p> <p>25 should try? 11:42</p>
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<p>1 And I asked Songkick that question, and 11:42</p> <p>2 what I was told was, "We don't really see how that 11:43</p> <p>3 will work. Our relationship is with artists, not 11:43</p> <p>4 with the venues." 11:43</p> <p>5 I think trying to read through that, it's 11:43</p> <p>6 not a natural thing for them to do, and they 11:43</p> <p>7 perceive that by recruiting the artist who is 11:43</p> <p>8 willing to convince the venue, they've already done 11:43</p> <p>9 what it should take to get the tickets. 11:43</p> <p>10 So I didn't get a lot of traction asking 11:43</p> <p>11 them about that strategy, because in addition to the 11:43</p> <p>12 points they explicitly made, I think I took it that 11:43</p> <p>13 the implicit message was, "We already convinced the 11:43</p> <p>14 artist who convinces the venue. What more should we 11:44</p> <p>15 have to do?" 11:44</p> <p>16 BY MR. WALL: 11:44</p> <p>17 Q. And you accepted that? 11:44</p> <p>18 A. Yeah. I think that's basically right. 11:44</p> <p>19 Q. To the extent that Songkick's access issues 11:44</p> <p>20 have not been resolved by that approach, isn't that 11:44</p> <p>21 an indication that the value that the venues are 11:44</p> <p>22 placing on this so-called "currency" of getting this 11:44</p> <p>23 advantage and getting the artists to play their 11:44</p> <p>24 venues is not valued very highly? 11:44</p> <p>25 MR. WOLFSON: Objection. Form. Assumes 11:44</p>	<p>1 facts. 11:44</p> <p>2 THE WITNESS: I'm sorry. Can you repeat 11:44</p> <p>3 the question? 11:44</p> <p>4 BY MR. WALL: 11:44</p> <p>5 Q. Sure. Even if we accept for the sake of 11:44</p> <p>6 argument that there's some currency in being able to 11:44</p> <p>7 go to the venues and say, "Run the presale. You'll 11:44</p> <p>8 have a better chance of getting the artists' shows," 11:45</p> <p>9 the next question is how valuable that currency is; 11:45</p> <p>10 right? It might just be worth a dollar and not 11:45</p> <p>11 change anything; right? 11:45</p> <p>12 A. Relative to the venue's alternative, yes. 11:45</p> <p>13 Q. Right. So isn't it a possibility here that 11:45</p> <p>14 whatever value the venues see in that so-called 11:45</p> <p>15 "currency," it's just not enough to change their 11:45</p> <p>16 behavior in any way that is going to be of a 11:45</p> <p>17 long-term strategic benefit to Songkick? 11:45</p> <p>18 MR. WOLFSON: Objection. Form. Incomplete 11:45</p> <p>19 hypothetical. Mischaracterizes the facts. 11:45</p> <p>20 THE WITNESS: Well, I think -- I mean, your 11:46</p> <p>21 question about the dollar, of course, all we know 11:46</p> <p>22 from what the venues choose to do, that is to say, 11:46</p> <p>23 agreeing to the arrangement, that it is better for 11:46</p> <p>24 them than the alternative of -- than the alternative 11:46</p> <p>25 that they perceive. I think there are reasons to 11:46</p>

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<p>1 believe in the evidence in this case that the stakes 11:46</p> <p>2 are material for the venues as well as for others. 11:46</p> <p>3 So are you asking about the pure logic of 11:46</p> <p>4 the fact that the venue's treated as enough or are 11:46</p> <p>5 you asking about evidence as a whole? 11:46</p> <p>6 BY MR. WALL: 11:46</p> <p>7 Q. I'm asking about whether it is your view 11:46</p> <p>8 based upon your study of the evidence here that -- 11:46</p> <p>9 A. That the venues care? 11:46</p> <p>10 Q. That the venues value that so-called 11:46</p> <p>11 currency enough to meaningfully change their 11:47</p> <p>12 behavior in any way that is going to solve the 11:47</p> <p>13 competitive issues that Songkick is raising? 11:47</p> <p>14 MR. WOLFSON: Objection. Form. Assumes 11:47</p> <p>15 facts. 11:47</p> <p>16 THE WITNESS: Well, I'm not sure that the 11:47</p> <p>17 degree of value attached to this by the venues would 11:47</p> <p>18 solve the competitive issues. I think that's a 11:47</p> <p>19 different discussion. 11:47</p> <p>20 BY MR. WALL: 11:47</p> <p>21 Q. Well, then let's just -- let's just talk 11:47</p> <p>22 about that directly. 11:47</p> <p>23 What evidence do you have that the venues 11:47</p> <p>24 ascribe any significant positive value to this 11:47</p> <p>25 currency that we're talking about? 11:47</p>	<p>1 A. Okay. So I think the most direct evidence 11:47</p> <p>2 is that quite a lot of them agree to it. And as you 11:48</p> <p>3 pointed out, as a matter of economic theory, that 11:48</p> <p>4 only tells you that those venues value it at least 11:48</p> <p>5 the dollar, but as a practical matter, when we see 11:48</p> <p>6 large numbers of people agreeing to something, 11:48</p> <p>7 probably on average they value it quite a lot. So 11:48</p> <p>8 that's one piece of evidence. 11:48</p> <p>9 Another piece of evidence would have to do 11:48</p> <p>10 with the overall value of running presales and the 11:48</p> <p>11 potential advantages of using a third-party provider 11:48</p> <p>12 such as Songkick. 11:48</p> <p>13 Q. Okay. Go ahead. 11:48</p> <p>14 A. So there's a Ticketmaster document quoted 11:48</p> <p>15 in my initial report. It would probably take me a 11:49</p> <p>16 few minutes to find the quote that where a 11:49</p> <p>17 Ticketmaster executive asserts that presales 11:49</p> <p>18 increase overall ticket sales by 148 percent. Let 11:49</p> <p>19 me take this opportunity to say that I assume that's 11:49</p> <p>20 some kind of typo or other error, because I doubt 11:49</p> <p>21 that number. 11:49</p> <p>22 Q. It makes no sense at all, does it? 11:49</p> <p>23 A. But I think it was -- it was not a typo, 11:49</p> <p>24 probably, that he or she was asserting presales 11:49</p> <p>25 significantly increased total ticket sales. 11:49</p>
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<p>1 If you look in my initial report at the 11:49</p> <p>2 evidence presented on the relative ticket sale 11:49</p> <p>3 impact of Songkick, Ticketmaster on-tour, and 11:49</p> <p>4 TicketsToday, both on tour and Songkick appear to 11:49</p> <p>5 increase overall ticket sales by a pretty 11:50</p> <p>6 substantial amount over TicketsToday, and 11:50</p> <p>7 TicketsToday presumably does no harm. And I assume, 11:50</p> <p>8 you know, tries to do some good. 11:50</p> <p>9 So having a presale, the empirical evidence 11:50</p> <p>10 suggests and the industry discussions suggest, does 11:50</p> <p>11 pretty good things in many cases, probably not in 11:50</p> <p>12 all cases, to ticket sales. And that generates real 11:50</p> <p>13 hard dollar value both to Ticketmaster and to the 11:50</p> <p>14 venue. 11:50</p> <p>15 Q. But you've never spoken with any venue to 11:50</p> <p>16 see whether they agree with that perspective? 11:50</p> <p>17 A. That's true. 11:50</p> <p>18 Q. Well, applying these first principles that 11:50</p> <p>19 you keep coming back to, if artist presales were 11:50</p> <p>20 advantageous for venues, wouldn't you expect that 11:50</p> <p>21 venues would be taking action to increase the 11:51</p> <p>22 prevalence of artist presales? 11:51</p> <p>23 MR. WOLFSON: Objection. Form. Incomplete 11:51</p> <p>24 hypothetical. 11:51</p> <p>25 THE WITNESS: Well, they do that when they 11:51</p>	<p>1 agree to one. 11:51</p> <p>2 BY MR. WALL: 11:51</p> <p>3 Q. I mean, incremental to that. 11:51</p> <p>4 MR. WOLFSON: Objection. Form. 11:51</p> <p>5 BY MR. WALL: 11:51</p> <p>6 Q. I mean, for example, venues could take the 11:51</p> <p>7 initiative and start carving presales out of their 11:51</p> <p>8 agreements and cutting deals with the likes of 11:51</p> <p>9 Songkick; right? 11:51</p> <p>10 MR. WOLFSON: Objection. Form. Assumes 11:51</p> <p>11 facts and legal conclusions. And to the extent it 11:51</p> <p>12 calls for an legal opinion about the current 11:51</p> <p>13 contracts. 11:51</p> <p>14 THE WITNESS: Are you talking about venues 11:51</p> <p>15 contracting with Ticketmaster or others? 11:51</p> <p>16 BY MR. WALL: 11:51</p> <p>17 Q. Any venue. If we're talking about venues' 11:51</p> <p>18 interest in artist presales, then maybe they want to 11:51</p> <p>19 cut a deal with Songkick for 25 percent of artist 11:52</p> <p>20 presales. Anything. 11:52</p> <p>21 MR. WOLFSON: Objection. Form. Incomplete 11:52</p> <p>22 hypothetical. Same objections as the previous 11:52</p> <p>23 question as well. 11:52</p> <p>24 THE WITNESS: So I think to some degree 11:52</p> <p>25 that's a fair point. But I would also say that 11:52</p>

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<p>1 the longer term as you think about renegotiation of 01:37</p> <p>2 contracts, it's more likely that a habit and 01:37</p> <p>3 practice of giving Songkick a ticket allocation will 01:37</p> <p>4 be reflected in the upfront payment. 01:37</p> <p>5 BY MR. WALL: 01:37</p> <p>6 Q. But in the short run, it wouldn't; correct? 01:37</p> <p>7 A. That's my understanding, yes. 01:37</p> <p>8 Q. Okay. So if Ticketmaster is going to lose 01:37</p> <p>9 its per-unit profit on the sale of the ticket and 01:38</p> <p>10 now its upfront payments have to be recouped over 01:38</p> <p>11 fewer tickets, why would you think that Ticketmaster 01:38</p> <p>12 wouldn't care if, for example, Songkick is selling 01:38</p> <p>13 just 6 percent of the tickets rather than 8 percent 01:38</p> <p>14 of the tickets? 01:38</p> <p>15 MR. WOLFSON: Objection. Form. Assumes 01:38</p> <p>16 facts and mischaracterizes the facts and testimony 01:38</p> <p>17 in this case. 01:38</p> <p>18 THE WITNESS: I think Ticketmaster does 01:38</p> <p>19 care. 01:38</p> <p>20 BY MR. WALL: 01:38</p> <p>21 Q. I presume that you read Judge Fischer's 01:38</p> <p>22 decision in this case on the preliminary injunction 01:38</p> <p>23 motion? 01:38</p> <p>24 A. That was some time ago; right? I think I 01:38</p> <p>25 read it, yes. 01:38</p>	<p>1 Q. Okay. At one point in that decision, and I 01:38</p> <p>2 can hand you a copy here, she states: 01:39</p> <p>3 "The need for a limiting definition 01:39</p> <p>4 of Fan Club is apparent; otherwise 01:39</p> <p>5 defendants' exclusive rights for ticket 01:39</p> <p>6 sale servicing could be eviscerated by 01:39</p> <p>7 phony, direct Fan Club sales that were 01:39</p> <p>8 merely back-door ways of cutting 01:39</p> <p>9 Ticketmaster out of the deal." 01:39</p> <p>10 Do you recall that statement? 01:39</p> <p>11 A. I do. I remember the word "eviscerated" 01:39</p> <p>12 particularly. 01:39</p> <p>13 Q. Do you deny the logic of that statement? 01:39</p> <p>14 MR. WOLFSON: Objection. I'm just going to 01:39</p> <p>15 state an objection that that was a preliminary 01:39</p> <p>16 injunction ruling, therefore, preliminary. And 01:39</p> <p>17 calls for a legal conclusion here. 01:39</p> <p>18 BY MR. WALL: 01:39</p> <p>19 Q. You may answer. 01:39</p> <p>20 A. I'm sorry. Could you repeat the question? 01:39</p> <p>21 Q. Sure. 01:39</p> <p>22 A. If you could give me the paper, then you 01:39</p> <p>23 don't need to repeat the quote. 01:39</p> <p>24 Q. I'll repeat it. 01:39</p> <p>25 MR. WALL: So for the record, I was reading 01:39</p>
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<p>1 the beginning of the first full paragraph on page 4 01:40</p> <p>2 of Judge Fischer's order of May 11th, 2016, which 01:40</p> <p>3 I'm now handing to Professor Farrell. 01:40</p> <p>4 THE WITNESS: Page 4? 01:40</p> <p>5 BY MR. WALL: 01:40</p> <p>6 Q. Yes. Again, just for clarity, I'm asking 01:40</p> <p>7 you whether you deny the logic of her statement: 01:40</p> <p>8 "The need for a limiting definition 01:40</p> <p>9 of Fan Club is apparent; otherwise 01:40</p> <p>10 defendants' exclusive rights for ticket 01:40</p> <p>11 sale servicing could be eviscerated by 01:40</p> <p>12 phony direct Fan Club sales that were 01:40</p> <p>13 merely back-door ways of cutting 01:40</p> <p>14 Ticketmaster out of the deal." 01:40</p> <p>15 MR. WOLFSON: Objection. Form. 01:40</p> <p>16 THE WITNESS: So I think if you take as 01:40</p> <p>17 given the exclusive deals and the high per-ticket 01:40</p> <p>18 fees, then it's a correct statement that if you 01:40</p> <p>19 didn't have a limiting definition of Fan Club, there 01:41</p> <p>20 would be the possibility of phony fan clubs and so 01:41</p> <p>21 on. 01:41</p> <p>22 BY MR. WALL: 01:41</p> <p>23 Q. So if you take those givens that you 01:41</p> <p>24 identified in that prior answer, doesn't the desire 01:41</p> <p>25 not to allow phony fan club sales to divert business 01:41</p>	<p>1 from Ticketmaster provide a perfectly rational 01:41</p> <p>2 explanation for why Ticketmaster would be concerned 01:41</p> <p>3 with enforcing restrictions on Fan Club presales? 01:41</p> <p>4 MR. WOLFSON: Objection. Form. Incomplete 01:41</p> <p>5 hypothetical. 01:41</p> <p>6 THE WITNESS: Yes, but I think you have to 01:41</p> <p>7 ask what restrictions, how tight. 01:41</p> <p>8 BY MR. WALL: 01:42</p> <p>9 Q. And would you agree with me that that 01:42</p> <p>10 provides a perfectly rational explanation for why 01:42</p> <p>11 Ticketmaster would want to enforce restrictions 01:42</p> <p>12 whether or not Songkick is unable to sell its entire 01:42</p> <p>13 presale allocation? In other words, the logic that 01:42</p> <p>14 makes it a rational explanation is unaffected by 01:42</p> <p>15 whether Songkick is able or unable to sell the 01:42</p> <p>16 entire presale allocation? 01:42</p> <p>17 MR. WOLFSON: Objection. Form. 01:42</p> <p>18 Mischaracterizes prior testimony. 01:42</p> <p>19 THE WITNESS: I think the assumptions or 01:42</p> <p>20 considerations that you pointed to do make it 01:42</p> <p>21 understandable that Ticketmaster would want to 01:42</p> <p>22 enforce some limits. There's a somewhat separate 01:42</p> <p>23 point about whether it's important to enforce the 01:42</p> <p>24 limits if the limits don't bind. 01:42</p> <p>25 ///</p>

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<p>1 BY MR. WALL: 01:42</p> <p>2 Q. What does that mean? 01:42</p> <p>3 A. I'm sorry. Technical term. If Songkick 01:42</p> <p>4 were systematically never selling even as much as 01:43</p> <p>5 8 percent, then, rationally, Ticketmaster would have 01:43</p> <p>6 no reason to care about enforcing an 8 percent limit 01:43</p> <p>7 versus a 10 percent limit. So we're somewhat back 01:43</p> <p>8 to the previous discussion, which I think is a 01:43</p> <p>9 little separate from where you're going. 01:43</p> <p>10 Q. Well, what I hear you saying, there comes a 01:43</p> <p>11 point at which the gains to Ticketmaster from 01:43</p> <p>12 enforcing any limitations are not going to be worth 01:43</p> <p>13 the cost if Songkick is just selling too few 01:43</p> <p>14 tickets? 01:43</p> <p>15 A. That was professor -- that was my point in 01:43</p> <p>16 paragraph 117 of the rebuttal report. 01:43</p> <p>17 Q. Okay. But presumably Ticketmaster is 01:43</p> <p>18 enforcing the restrictions because it thinks that 01:43</p> <p>19 Songkick has surpassed that line, whatever it is? 01:43</p> <p>20 A. That's right. And that was a point that I 01:44</p> <p>21 was trying to make in my response to 01:44</p> <p>22 Professor Ordovery. 01:44</p> <p>23 Q. All right. Is it your opinion that a 01:44</p> <p>24 venue's artist presale policy is an important 01:44</p> <p>25 determinant of whether an artist chooses that venue? 01:44</p>	<p>1 MR. WOLFSON: Objection. Form. 01:44</p> <p>2 THE WITNESS: I think the venues seem to 01:44</p> <p>3 believe that it's a nontrivial determinant, because 01:44</p> <p>4 otherwise they wouldn't offer those deals. 01:44</p> <p>5 BY MR. WALL: 01:44</p> <p>6 Q. That wasn't really responsive to my 01:44</p> <p>7 question. I was asking you about the artist. 01:45</p> <p>8 A. Oh, I'm sorry. 01:45</p> <p>9 Q. So is it your opinion that the venues 01:45</p> <p>10 third-party artist presale policy, you know, its 01:45</p> <p>11 willingness to accommodate artist presales off the 01:45</p> <p>12 platform of whoever its primary ticketing service 01:45</p> <p>13 provider is, is an important determinant to the 01:45</p> <p>14 artist as to whether to chose a particular venue to 01:45</p> <p>15 play? 01:45</p> <p>16 A. Okay. So with respect, I think my answer 01:45</p> <p>17 was responsive. It tells us what the venues who 01:45</p> <p>18 were closely involved in those negotiations think, 01:45</p> <p>19 but perhaps you're asking about more direct evidence 01:45</p> <p>20 of how the artists' choices are affected. I would 01:45</p> <p>21 expect it to be a significant factor in the sense 01:45</p> <p>22 that artists, I believe, benefit pretty 01:45</p> <p>23 significantly from a -- from an artist presale, both 01:46</p> <p>24 through selling more tickets and through cultivating 01:46</p> <p>25 their fan base and getting the data they get through 01:46</p>
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<p>1 the presale. And perhaps in other means -- in other 01:46</p> <p>2 ways. 01:46</p> <p>3 Q. How do you understand this works 01:46</p> <p>4 mechanically? Does the artist book the venue before 01:46</p> <p>5 or after attempting to retain Songkick for the 01:46</p> <p>6 presale? 01:46</p> <p>7 MR. WOLFSON: Objection. Form. Incomplete 01:46</p> <p>8 hypothetical. 01:46</p> <p>9 THE WITNESS: My understanding is there's 01:46</p> <p>10 some back and forth involved in that. And it's not 01:46</p> <p>11 clearly before or clearly after. 01:46</p> <p>12 BY MR. WALL: 01:46</p> <p>13 Q. Are you aware of any instance in which an 01:46</p> <p>14 artist changed its venue selection on account of an 01:46</p> <p>15 issue having to do with whether the venue was 01:46</p> <p>16 sufficiently accommodating to off-platform artist 01:46</p> <p>17 presales? 01:47</p> <p>18 MR. WOLFSON: Objection. Form. 01:47</p> <p>19 Overbreadth. 01:47</p> <p>20 THE WITNESS: I can't point to a specific 01:47</p> <p>21 example. But, again, apparently the venues believe 01:47</p> <p>22 that it's a real possibility or they wouldn't 01:47</p> <p>23 respond the way they do to artists saying that they 01:47</p> <p>24 might go somewhere else. 01:47</p> <p>25 ///</p>	<p>1 BY MR. WALL: 01:47</p> <p>2 Q. Well, all that you know from the fact that 01:47</p> <p>3 they respond to that is that the benefits of 01:47</p> <p>4 responding positively outweigh the cost; right? 01:47</p> <p>5 A. Yes. 01:47</p> <p>6 Q. You know nothing else besides that? 01:47</p> <p>7 A. There might be quite a lot in that, but, 01:47</p> <p>8 yes, that's what I know. 01:47</p> <p>9 Q. If an artist does not notify the venue that 01:47</p> <p>10 it wants to use Songkick for the artist presale 01:47</p> <p>11 until after the artist has already signed a contract 01:48</p> <p>12 with the venue, how is Songkick helping the venue 01:48</p> <p>13 attract the artist? 01:48</p> <p>14 MR. WOLFSON: Objection. Assumes facts. 01:48</p> <p>15 THE WITNESS: Well, I don't know what the 01:48</p> <p>16 hypothetical contract says, whether there are 01:48</p> <p>17 provisions for it to be renegotiated or breached, 01:48</p> <p>18 and I also don't know to what extent these contracts 01:48</p> <p>19 are fully enforced versus a venue feeling that it 01:48</p> <p>20 would be bad business practice to sue an artist who 01:48</p> <p>21 had agreed to come and then backed out. 01:48</p> <p>22 So I would point to considerations like 01:48</p> <p>23 that. If you had an ironclad contract that was for 01:48</p> <p>24 sure going to be enforced, and that was before the 01:48</p> <p>25 discussion of presale took place, then I would think 01:48</p>

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<p>1 Q. But don't you think that the venues would 02:01 2 be better off if in addition to whatever benefits 02:01 3 they get by acceding to the artist's desire to do 02:01 4 this, they got cash too? 02:01 5 MR. WOLFSON: Objection. Form. Asked and 02:01 6 answered multiple times today. 02:01 7 THE WITNESS: Well, sure. I mean, venues 02:01 8 compete to attract artist visits, and if they got a 02:01 9 higher overall price for doing so, they'd be happy. 02:01 10 And softening competition among venues to attract 02:01 11 artists is one of the concerns that I raise. 02:01 12 BY MR. WALL: 02:01 13 Q. I have to admit, I don't understand what it 02:01 14 is that you are saying about how competition among 02:02 15 venues has been softened. 02:02 16 Could you describe that for us? What's 02:02 17 happened? 02:02 18 A. Sure. So there are, I think, two pieces, 02:02 19 of which the more obvious is the level of -- no, let 02:02 20 me not even go there. There are two pieces of which 02:02 21 the more relevant is terms that the venues can and 02:02 22 do offer to artists to attract them to come visit 02:02 23 the venue. That's the form of competition. And by 02:02 24 having a uniform policy that applies to 02:02 25 Ticketmaster-contracted venues, Ticketmaster is 02:02</p>	<p>1 telling the venues, enabling the venues, to say this 02:02 2 limit on what I can and will offer the artist 02:03 3 applies not only to me but to many other venues, 02:03 4 including, in many cases, directly competing venues 02:03 5 in the same metropolitan area with similar high 02:03 6 capacities for major concerts. 02:03 7 So it's essentially a limit on what each of 02:03 8 many venues, including each of set of competing 02:03 9 venues in many cases, can offer in competing for 02:03 10 artist visits. 02:03 11 Q. On that assumption there has to be a true 02:03 12 limit in the contract on artist presales; correct? 02:03 13 A. I'm sorry. Say again. 02:03 14 Q. If that's going to be your argument, then 02:03 15 you have to be at least implicitly assuming that the 02:03 16 contracts really are setting limits on artist 02:04 17 presales? 02:04 18 MR. WOLFSON: Objection. Form. 02:04 19 THE WITNESS: I have to be assuming, and I 02:04 20 am assuming, that as enforced in practice, 02:04 21 Ticketmaster's understanding of those contracts does 02:04 22 that. I'm not assuming anything about what a true 02:04 23 legal interpretation of the contract language would 02:04 24 say. 02:04 25 ///</p>
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<p>1 BY MR. WALL: 02:04 2 Q. But you know enough about the law to know 02:04 3 that contracts are based upon mutual consent to 02:04 4 certain terms. As I hear that, it sounds like you 02:04 5 have to be saying that Ticketmaster and the venues 02:04 6 are all mutually consenting to abide by a certain 02:04 7 set of restrictions on artist presales; are you not? 02:04 8 MR. WOLFSON: Objection. Form. 02:04 9 THE WITNESS: I think it's necessary for my 02:04 10 argument that the venues find themselves constrained 02:05 11 in that way. Whether they find themselves 02:05 12 constrained because they knowingly signed up for it 02:05 13 or whether they find themselves constrained because 02:05 14 they didn't think about it enough at the time or 02:05 15 because they thought they were signing up for a 02:05 16 different policy and they found now that 02:05 17 Ticketmaster is enforcing a tighter restriction, I'm 02:05 18 not sure that matters for my interpretation. 02:05 19 BY MR. WALL: 02:05 20 Q. Professor, are you arguing fundamentally 02:05 21 that Ticketmaster organized a venue cartel? 02:05 22 A. To a limited degree, but, yes. 02:05 23 Q. And the other ticketing service providers 02:05 24 likewise organized venue cartels? 02:05 25 A. No, and I think it's informative to look at 02:05</p>	<p>1 the different terms that the other venue ticketing 02:05 2 service providers have for third-party artist 02:06 3 presales. 02:06 4 Q. Why is that informative? It might be just 02:06 5 a different cartel agreement? 02:06 6 MR. WOLFSON: Objection. Form. 02:06 7 Argumentative. 02:06 8 BY MR. WALL: 02:06 9 Q. Take 10 percent. Surely you're not going 02:06 10 to tell me that the difference between 8 or 02:06 11 10 percent is the difference as to whether this is 02:06 12 characterized as a cartel agreement or not? 02:06 13 MR. WOLFSON: Same objections, Dan. 02:06 14 THE WITNESS: So let's see. I think the 02:06 15 competitive concern that you could encapsulate by 02:06 16 talking about it as a venue cartel, or I would call 02:06 17 it "competition-softening," is a reason to be 02:06 18 concerned that Ticketmaster and its contracting 02:06 19 venues have different and more worrisome collective 02:06 20 incentives than do some other venue ticketing 02:07 21 service provider in its contracting venues. 02:07 22 And so when we look at the diversity of 02:07 23 arrangements in the U.S. marketplace, if we see a 02:07 24 difference, one reasonable hypothesis as to -- as to 02:07 25 the basis for the difference, significance of the 02:07</p>

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<p>1 evolved solution, did you try to determine how that 03:01 2 solution was limited in its potential scope and 03:01 3 impact by virtue of how many artists had bothered to 03:01 4 form fan clubs? 03:01 5 MR. WOLFSON: Objection. Form. Vague and 03:01 6 ambiguous. 03:01 7 THE WITNESS: No, I didn't inquire into 03:01 8 that. 03:01 9 BY MR. WALL: 03:01 10 Q. Do you think that there's anything 03:01 11 anticompetitive about Ticketmaster deciding that it 03:02 12 will relinquish inventories only in the case of 03:02 13 preexisting, ongoing artist fan clubs as opposed to 03:02 14 8 percent of the inventory for any show as to which 03:02 15 an artist wants to conduct a presale? 03:02 16 MR. WOLFSON: Objection. Form. Assumes 03:02 17 facts and legal conclusions as to Ticketmaster's 03:02 18 rights with respect to these tickets. 03:02 19 THE WITNESS: So let's see. I'm sorry. 03:02 20 Could you repeat the question? 03:03 21 BY MR. WALL: 03:03 22 Q. Sure. Let me just -- a little bit of 03:03 23 context. 03:03 24 A. Okay. 03:03 25 Q. Let's assume, which is consistent with what 03:03</p>	<p>1 I believe your understanding of the facts is, that 03:03 2 other ticketing service providers for whatever 03:03 3 reasons will set aside a certain amount of the 03:03 4 inventory for any artist presale without qualifying 03:03 5 conditions that it be a fan club. Okay? 03:03 6 A. Yes. 03:03 7 Q. Ticketmaster does it differently. It -- it 03:03 8 puts a limitation on its willingness to relinquish 03:03 9 inventories for bona fide fan clubs. 03:03 10 Is it your opinion that there's something 03:03 11 anticompetitive about Ticketmaster choosing to 03:03 12 relinquish its rights in a narrower range of 03:03 13 circumstances than its competitors do? 03:03 14 MR. WOLFSON: Objection. Form. Assumes 03:04 15 facts and makes legal conclusions as to 03:04 16 Ticketmaster's rights. 03:04 17 THE WITNESS: So I think as a general 03:04 18 matter, firms don't have to all behave the same as 03:04 19 each other. And there's, of course, real social 03:04 20 value in the ability to experiment and do things 03:04 21 differently. 03:04 22 BY MR. WALL: 03:04 23 Q. Usually in antitrust we get a little 03:04 24 nervous when they're all doing the same thing; 03:04 25 right? 03:04</p>
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<p>1 MR. WOLFSON: Were you done with your 03:04 2 answer? 03:04 3 THE WITNESS: No. I'm afraid this is going 03:04 4 to be a long answer. So I was just warming up. 03:04 5 But what we have here is the competitive 03:04 6 concerns about the source of profitability, source 03:04 7 of mutual profitability for Ticketmaster and its 03:04 8 contracting venues from doing things more 03:05 9 restrictively that we've talked about and that I 03:05 10 discuss in my reports. And so what I do believe is 03:05 11 that in light of those reasons to be very wary of 03:05 12 more restrictive policies adopted by Ticketmaster or 03:05 13 perhaps more precisely adopted by Ticketmaster and 03:05 14 its contracting venues together, in light of those 03:05 15 reasons, if we see that Ticketmaster and its 03:05 16 contracting venues have adopted significantly 03:05 17 more-restrictive policies, not just different 03:05 18 policies, than the others, then I do think it's 03:05 19 reasonable to say that's anticompetitive. 03:05 20 And so you were asking, I think, about, 03:05 21 let's say, nonquantitative, not percentage of seats 03:05 22 limits in the Fan Club Policy. I can certainly 03:06 23 envision a different world in which Ticketmaster 03:06 24 said, instead of limiting seats to 10 percent or 03:06 25 8 percent, we'll potentially give significantly 03:06</p>	<p>1 more, but we'll have these other nonpercentage of 03:06 2 seats limitations. That would be a different form 03:06 3 of restricting the possibility of cannibalization 03:06 4 that might be less efficient, might be more 03:06 5 efficient, hard to compare. 03:06 6 What we have instead is Ticketmaster has a 03:06 7 tighter quantitative restriction and in addition has 03:06 8 further restrictions of a nonquantitative nature. 03:06 9 And so I think we can say Ticketmaster's policy is 03:06 10 on both fronts more restrictive, and in light of the 03:06 11 anticompetitive incentives that I identify, that's 03:06 12 what I find to be anticompetitive. 03:07 13 BY MR. WALL: 03:07 14 Q. So you're right. It was a long answer. 03:07 15 And I want to ask you a short question. 03:07 16 Do you think that Ticketmaster acts 03:07 17 anticompetitively by restricting the circumstances 03:07 18 under which it releases tickets to -- for 03:07 19 off-platform presales to fan club presales? 03:07 20 MR. WOLFSON: Objection. Form. Assumes 03:07 21 facts. And makes legal conclusions about whether 03:07 22 Ticketmaster or the venue releases tickets. 03:07 23 THE WITNESS: I think you asked, "Does 03:07 24 Ticketmaster act anticompetitively when it restricts 03:07 25 the release of these tickets?" 03:07</p>

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<p>1 BY MR. WALL: 03:07</p> <p>2 Q. To fan clubs. In other words -- 03:07</p> <p>3 A. To fan clubs. 03:07</p> <p>4 Q. It's decided for whatever reasons that it's 03:07</p> <p>5 just going to release them for fan clubs rather than 03:08</p> <p>6 all artist presales. 03:08</p> <p>7 A. Yeah. 03:08</p> <p>8 Q. Is that decision and its limitation 03:08</p> <p>9 anticompetitive? 03:08</p> <p>10 MR. WOLFSON: I'm sorry. Same objections 03:08</p> <p>11 as before. 03:08</p> <p>12 THE WITNESS: Not necessarily. But when 03:08</p> <p>13 combined with a tighter quantitative restriction and 03:08</p> <p>14 with the sole discretion provision, as it seems to 03:08</p> <p>15 be being implemented, that creates a substantially 03:08</p> <p>16 more-restrictive policy than the benchmarks, 03:08</p> <p>17 including the other U.S. ticket service provider 03:08</p> <p>18 benchmarks. And then it does become 03:08</p> <p>19 anticompetitive. 03:08</p> <p>20 BY MR. WALL: 03:08</p> <p>21 Q. How is that not saying that Ticketmaster 03:08</p> <p>22 implicitly has an antitrust obligation to act no 03:09</p> <p>23 more restrictively than its rivals? 03:09</p> <p>24 MR. WOLFSON: Objection. Form. 03:09</p> <p>25 Argumentative. 03:09</p>	<p>1 THE WITNESS: I think the antitrust 03:09</p> <p>2 obligation is to act no more restrictively than 03:09</p> <p>3 necessary to achieve the efficiencies or in a way 03:09</p> <p>4 that is -- that does not have anticompetitive 03:09</p> <p>5 consequences that aren't outweighed by efficiencies. 03:09</p> <p>6 And I think the way we can study that or the way 03:09</p> <p>7 that I've studied that is by looking to these 03:09</p> <p>8 benchmarks. I don't think the comparison with the 03:09</p> <p>9 benchmarks is an inherent part of the antitrust 03:09</p> <p>10 duty, if that's what you're asking. 03:09</p> <p>11 BY MR. WALL: 03:09</p> <p>12 Q. You mention in your previous answer you 03:09</p> <p>13 wove into that, the idea of Ticketmaster being the 03:10</p> <p>14 one that has the sole discretion to decide whether 03:10</p> <p>15 there has been compliance. 03:10</p> <p>16 What's the alternative to that? 03:10</p> <p>17 MR. WOLFSON: Objection. Form. 03:10</p> <p>18 THE WITNESS: Well, you could think of 03:10</p> <p>19 other alternatives such as arbitration, mediation, 03:10</p> <p>20 or perhaps other things. Again -- well, let me 03:10</p> <p>21 leave it at that. There could be a variety of 03:10</p> <p>22 alternatives. Some sort of arbitration solution 03:10</p> <p>23 might be one. But I'm not trying to design such a 03:11</p> <p>24 program. I'm saying that others in the industry, 03:11</p> <p>25 including others in the industry in the United 03:11</p>
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<p>1 States, find that less-restrictive alternatives work 03:11</p> <p>2 fine. 03:11</p> <p>3 BY MR. WALL: 03:12</p> <p>4 Q. Is it your position, Professor Farrell, 03:12</p> <p>5 that Ticketmaster's restrictions on artist presales 03:11</p> <p>6 do not make business sense but for the fact that 03:11</p> <p>7 they exclude rivals? 03:11</p> <p>8 A. I don't know. I think the effect of 03:12</p> <p>9 excluding rivals, notably Songkick, is surely part 03:12</p> <p>10 of the profitability, but there are other effects, 03:12</p> <p>11 both legitimate ones and the competition-softening 03:12</p> <p>12 one that we discussed. So I don't know whether it 03:12</p> <p>13 makes business sense absent the exclusionary effect. 03:12</p> <p>14 Q. You mentioned the raising rivals' cost 03:12</p> <p>15 literature in your reports. Have you conducted a 03:12</p> <p>16 raising rivals' costs analysis of the Fan Club 03:12</p> <p>17 Policy restrictions? 03:12</p> <p>18 A. I think the essential economics of raising 03:13</p> <p>19 rivals' costs has to do with restricting what rivals 03:13</p> <p>20 can and will do. And that's why I mention that 03:13</p> <p>21 literature. I don't think it's best characterized 03:13</p> <p>22 as a cost issue, however. And I haven't done a 03:13</p> <p>23 specifically raising rivals' costs analysis. 03:13</p> <p>24 Q. For example, you have not attempted to 03:13</p> <p>25 determine how the difference between an 8 percent 03:13</p>	<p>1 cap at Ticketmaster venues and a 10 percent gap at 03:13</p> <p>2 some others raises Songkick's costs? 03:13</p> <p>3 MR. WOLFSON: Objection. Form and 03:13</p> <p>4 incomplete hypothetical. 03:13</p> <p>5 THE WITNESS: That's right. And I think 03:13</p> <p>6 other than perhaps to an economist, raises costs is 03:13</p> <p>7 probably not the most insightful way to describe the 03:13</p> <p>8 effect of that restriction. 03:13</p> <p>9 BY MR. WALL: 03:13</p> <p>10 Q. Okay. Let me rephrase, then. You haven't 03:13</p> <p>11 tried to determine how the difference between an 03:13</p> <p>12 8 percent cap and a 10 percent cap undermines 03:14</p> <p>13 Songkick's ability to effectively provide presale 03:14</p> <p>14 services to artists? 03:14</p> <p>15 MR. WOLFSON: Objection. Form. Incomplete 03:14</p> <p>16 hypothetical. 03:14</p> <p>17 THE WITNESS: Well, I think the difference 03:14</p> <p>18 between 10 percent and 8 percent is not a trivial 03:14</p> <p>19 one. It's 25 percent of one number or 20 percent of 03:14</p> <p>20 the other. But I don't think that's what we're here 03:14</p> <p>21 today to talk about. And so that difference in 03:14</p> <p>22 isolation, no, I -- I wouldn't analyze that in 03:14</p> <p>23 isolation, and I haven't. 03:14</p> <p>24 BY MR. WALL: 03:14</p> <p>25 Q. Have you conducted any study of Songkick's 03:14</p>

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<p>1 one assumes that Mr. Yurkerwich's lost profit 03:26</p> <p>2 calculations are correct in their entirety so that 03:26</p> <p>3 you add his calculation of lost profits to 03:26</p> <p>4 Songkick's EBITDA, Songkick still loses money in 03:26</p> <p>5 every year even with a 10 percent artist presale 03:26</p> <p>6 allocation? 03:26</p> <p>7 MR. WOLFSON: Objection. Form. Assumes 03:27</p> <p>8 facts. Assumes the scope of Mr. Yurkerwich's 03:27</p> <p>9 report, and also relevance. 03:27</p> <p>10 THE WITNESS: I don't remember or did not 03:27</p> <p>11 know that about Mr. Yurkerwich. Professor Ordober 03:27</p> <p>12 did discuss whether in his opinion Songkick would be 03:27</p> <p>13 viable with certain assumptions. 03:27</p> <p>14 BY MR. WALL: 03:27</p> <p>15 Q. Have you considered the possibility that 03:27</p> <p>16 the addressable market for Songkick's business is 03:27</p> <p>17 just too small for it to achieve scale? 03:27</p> <p>18 MR. WOLFSON: Objection. Form. 03:27</p> <p>19 THE WITNESS: Well, let me just say I don't 03:27</p> <p>20 think "scale" is quite the right word. But I would 03:27</p> <p>21 say that, first of all, to answer your immediate 03:27</p> <p>22 question, no, that's not been part of my analysis. 03:28</p> <p>23 And the reason for that is I would like to think 03:28</p> <p>24 that the antitrust laws protect this avenue of 03:28</p> <p>25 offering value to artists and venues, even if 03:28</p>	<p>1 Songkick itself is not a viable exploiter of that 03:28</p> <p>2 opportunity. 03:28</p> <p>3 BY MR. WALL: 03:28</p> <p>4 Q. Have you considered the possibility that 03:28</p> <p>5 most artists simply do not place a high value on 03:28</p> <p>6 having presales conducted separately from the other 03:28</p> <p>7 ticket sales activities? 03:28</p> <p>8 MR. WOLFSON: Objection. Form. Assumes 03:28</p> <p>9 facts and mischaracterizes the facts. 03:28</p> <p>10 THE WITNESS: Well, that's possible. And 03:29</p> <p>11 it is true that Ticketmaster and TicketsToday have a 03:29</p> <p>12 large share of artist presales. And it's also true 03:29</p> <p>13 that a significant proportion of tours -- I think it 03:29</p> <p>14 was around 40 percent -- do not have artist 03:29</p> <p>15 presales. 03:29</p> <p>16 So I think what matters is that there's a 03:29</p> <p>17 substantial number of artists who do value having 03:29</p> <p>18 these services and this channel for distributing 03:29</p> <p>19 tickets to their fans, but I don't know how many of 03:29</p> <p>20 them. 03:29</p> <p>21 You're getting a non-oral message. 03:29</p> <p>22 MR. WALL: Let's take a break so he can 03:29</p> <p>23 change the tape. Thank you. 03:29</p> <p>24 THE VIDEOGRAPHER: This marks the end of 03:29</p> <p>25 disk number 3. Off the record at 3:30 p.m. 03:29</p>
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<p>1 (Recess taken, 3:30 to 3:42.) 03:29</p> <p>2 THE VIDEOGRAPHER: This marks the beginning 03:42</p> <p>3 of disk number 4 in the continuing deposition of 03:42</p> <p>4 Dr. Joseph Farrell. Back on the record at 3:42 p.m. 03:42</p> <p>5 BY MR. WALL: 03:42</p> <p>6 Q. Okay. So we've been talking about how 03:42</p> <p>7 Ticketmaster's policies are limited to bona fide fan 03:42</p> <p>8 clubs rather than all artist presales, and it has 03:42</p> <p>9 certain criteria about those. I'm trying to 03:42</p> <p>10 understand whether you believe that there is any 03:42</p> <p>11 issue with the criteria that Ticketmaster 03:42</p> <p>12 establishes for distinguishing between legitimate 03:43</p> <p>13 and phony fan clubs with respect to whether those 03:43</p> <p>14 criteria are logically related to the purpose of 03:43</p> <p>15 making that distinction. 03:43</p> <p>16 MR. WOLFSON: Object to form. And to the 03:43</p> <p>17 characterization of fan clubs that don't meet the 03:43</p> <p>18 supposed criteria. 03:43</p> <p>19 BY MR. WALL: 03:43</p> <p>20 Q. Is that understandable or -- 03:43</p> <p>21 A. I think I understood your question, but 03:43</p> <p>22 would you mind repeating it? 03:43</p> <p>23 Q. Sure. There are a bunch of criteria that 03:43</p> <p>24 Ticketmaster has published and amended at various 03:43</p> <p>25 points in time for distinguishing between a 03:43</p>	<p>1 legitimate fan club that falls within its policy and 03:43</p> <p>2 one that does not; right? 03:43</p> <p>3 A. Legitimate in Ticketmaster's view, yes. 03:43</p> <p>4 Q. Right. And you have conducted some review 03:43</p> <p>5 of those criteria; correct? 03:43</p> <p>6 A. Yes. 03:43</p> <p>7 Q. Okay. Are there any that in your view are 03:43</p> <p>8 not logically related to distinguishing between real 03:44</p> <p>9 and phony fan clubs? 03:44</p> <p>10 MR. WOLFSON: Objection. Form. 03:44</p> <p>11 Particularly to the characterizations here. And to 03:44</p> <p>12 the legal. 03:44</p> <p>13 THE WITNESS: So I don't know and I haven't 03:44</p> <p>14 tried to evaluate the individual criteria on that 03:44</p> <p>15 basis. My point is the one about the overall 03:44</p> <p>16 restrictiveness of the policy. 03:44</p> <p>17 BY MR. WALL: 03:44</p> <p>18 Q. Because it seeks to make that distinction? 03:44</p> <p>19 Is that what you mean? 03:44</p> <p>20 A. No, as I think we discussed earlier, I have 03:44</p> <p>21 no problem with the idea of trying to diagnose what 03:44</p> <p>22 is a legitimate fan club and what isn't. I put it 03:44</p> <p>23 in more economic terms, which is I think there is a 03:44</p> <p>24 legitimate business interest in trying to thread 03:45</p> <p>25 one's way to combine an ability to allow venues to 03:45</p>

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<p>1 offer visiting artists the opportunity for presales 03:45</p> <p>2 on the one hand, and controlling evisceration or 03:45</p> <p>3 cannibalization on the other hand. 03:45</p> <p>4 And we see in the marketplace a couple of 03:45</p> <p>5 forms of policies that do that. One is what 03:45</p> <p>6 Ticketmaster does, which has these specific 03:45</p> <p>7 diagnostic criteria, and another is what the other 03:45</p> <p>8 U.S. venue ticketing service providers do and 03:45</p> <p>9 Ticketmaster also does in addition, which is to 03:45</p> <p>10 require that the presale be completed before the 03:45</p> <p>11 regular on sale and to limit the number of tickets. 03:46</p> <p>12 And I talked my way past remembering what 03:46</p> <p>13 your question was, but that was -- that was leading 03:46</p> <p>14 to an answer to it. 03:46</p> <p>15 Q. My question is, you know, granted that 03:46</p> <p>16 there's more than one dimension to this and that 03:46</p> <p>17 there's the timing restriction that everybody seems 03:46</p> <p>18 to have that they indeed be presales, and then 03:46</p> <p>19 there's the Ticketmaster requirement that it be a 03:46</p> <p>20 fan club. 03:46</p> <p>21 Are you basing your opinion that 03:46</p> <p>22 Ticketmaster's conduct is anticompetitive on the 03:46</p> <p>23 fact that it just releases tickets for fan clubs 03:46</p> <p>24 rather than all artist presales? 03:46</p> <p>25 MR. WOLFSON: Object to the form. Assumes 03:46</p>	<p>1 facts and makes legal conclusions as to who releases 03:46</p> <p>2 the tickets. 03:47</p> <p>3 THE WITNESS: So I don't -- not in 03:47</p> <p>4 isolation, but in combination with also having the 03:47</p> <p>5 other restrictions that the other ticketing service 03:47</p> <p>6 providers have and, in fact, having a more 03:47</p> <p>7 restricted version of those, together with the 03:47</p> <p>8 assertion of -- I forget the phrase -- sole 03:47</p> <p>9 authority to determine, the overall policy is 03:47</p> <p>10 significantly more restrictive. That's my problem. 03:47</p> <p>11 Not the individual aspects of the Fan Club Policy or 03:47</p> <p>12 the ways in which Ticketmaster tries to diagnose 03:47</p> <p>13 what is a legitimate fan club. 03:47</p> <p>14 BY MR. WALL: 03:47</p> <p>15 Q. So in short you think that Ticketmaster 03:47</p> <p>16 goes too far given the efficiencies that it might 03:47</p> <p>17 achieve through this kind of policy? 03:47</p> <p>18 A. Correct. And that's the point, that it 03:48</p> <p>19 goes too far overall. It's not my -- I don't 03:48</p> <p>20 attempt to diagnose this particular provision of the 03:48</p> <p>21 Fan Club Policy as misguided, misdirected, or 03:48</p> <p>22 inappropriate. 03:48</p> <p>23 Q. Take a look, if you would, at paragraph 144 03:48</p> <p>24 of your rebuttal report. 03:49</p> <p>25 A. 144? 03:49</p>
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<p>1 Q. Yes. On page 55. 03:49</p> <p>2 A. Yes, I see that. 03:49</p> <p>3 Q. You say in here in response to something 03:49</p> <p>4 that Professor Ordovery says that: 03:49</p> <p>5 "There could be legitimate reasons 03:49</p> <p>6 for some limitation on artist presales, 03:49</p> <p>7 such as insisting that they all be sold 03:49</p> <p>8 before the general sale commences to 03:49</p> <p>9 limit the potential for artist presales 03:49</p> <p>10 to inefficiently cannibalize venue 03:49</p> <p>11 ticketing sales." 03:49</p> <p>12 Two questions: What does it mean to 03:50</p> <p>13 cannibalize venue ticketing sales? And separate 03:50</p> <p>14 question: What does it mean to do so inefficiently? 03:50</p> <p>15 A. Okay. So the cannibalizing is, I think the 03:50</p> <p>16 same as the eviscerating. And if we -- well, my 03:50</p> <p>17 view, as you know, is that one should think of a 03:50</p> <p>18 concert event as essentially a jointly produced 03:50</p> <p>19 product or joint venture between the artist and the 03:50</p> <p>20 venue. 03:50</p> <p>21 And in normal antitrust thinking, we don't 03:50</p> <p>22 expect a joint venture to compete with itself. And 03:50</p> <p>23 what that means is if you're going to do what I 03:50</p> <p>24 think efficiency pushes towards, which is to have 03:51</p> <p>25 some tickets allocated and administered through an 03:51</p>	<p>1 agent chosen by the venue, and others through an 03:51</p> <p>2 agent chosen by the artist, there is the potential 03:51</p> <p>3 for creating intra-joint venture competition, which 03:51</p> <p>4 we don't normally expect as a matter of competition 03:51</p> <p>5 policy, and which there is a business incentive to 03:51</p> <p>6 limit or resist. And that's what I'm referring to 03:51</p> <p>7 in talking about "cannibalization" and what I think 03:51</p> <p>8 Judge Fischer may have been referring to when she 03:51</p> <p>9 used the word "evisceration." That's 03:51</p> <p>10 cannibalization. 03:51</p> <p>11 And then you asked when is cannibalization 03:51</p> <p>12 inefficient. 03:51</p> <p>13 Q. Or what did you mean by "inefficiently 03:51</p> <p>14 cannibalized"? 03:51</p> <p>15 A. Yes. So what I mean by that is not so much 03:51</p> <p>16 that there can be -- well, let me say it 03:52</p> <p>17 differently. 03:52</p> <p>18 Different provisions to limit 03:52</p> <p>19 cannibalization are likely to have a variety of 03:52</p> <p>20 other, let's say, unintended consequences or perhaps 03:52</p> <p>21 intended, and those might include inevitably 03:52</p> <p>22 imperfect allocations between the two groups of 03:52</p> <p>23 tickets. Perhaps for a particular event it would be 03:52</p> <p>24 jointly efficient for the artist and the venue to 03:52</p> <p>25 have the artist control 30 percent of the tickets, 03:52</p>

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1	BY MR. WALL:	04:20	1	BY MR. WALL:	04:21
2	Q. But don't you need to cabin in your	04:20	2	Q. The broader objective?	04:21
3	analysis to what Ticketmaster's legitimate	04:20	3	A. The broader objective.	04:21
4	objectives are, not an alternative that you're	04:20	4	Q. Which you're saying is the objective?	04:21
5	proposing?	04:20	5	A. And I think Judge Fischer said that was the	04:21
6	MR. WOLFSON: Objection. Form. Calls for	04:20	6	objective.	04:21
7	a legal conclusion. Ignores and mischaracterizes	04:20	7	Q. Well, Judge Fischer didn't say anything	04:21
8	prior testimony.	04:20	8	about inefficient cannibalization; did she?	04:21
9	THE WITNESS: I mean, I think if we look	04:20	9	MR. WOLFSON: Objection. Form.	04:21
10	back to Judge Fischer's characterization of the	04:20	10	THE WITNESS: That's right. She --	04:21
11	legitimate business purpose, it's to avoid this	04:20	11	BY MR. WALL:	04:21
12	evisceration, and that's her more colorful language	04:20	12	Q. She talked about phony fan club sales that	04:21
13	for -- well, maybe "cannibalization" is colorful	04:20	13	are just back-door ways of cutting Ticketmaster out	04:21
14	language too. That's her language for what I refer	04:20	14	of the deal.	04:21
15	to as "cannibalization." That, it seems to me, is a	04:20	15	MR. WOLFSON: Objection.	04:21
16	legitimate business purpose.	04:20	16	BY MR. WALL:	04:21
17	The diagnosing of fan clubs is a possible	04:20	17	Q. Right?	04:21
18	route to that business purpose. But the fact, if it	04:20	18	MR. WOLFSON: Is that a direct quote?	04:21
19	is a fact, that there's not a less-restrictive way	04:20	19	MR. WALL: Yes.	04:21
20	to accomplish that subobjective -- and I haven't	04:20	20	THE WITNESS: I'm looking at the part	04:21
21	analyzed that, but I'm willing to go along with you	04:21	21	where -- that's right. She does use that phrase	04:21
22	on that part of it -- if there's not a	04:21	22	"eviscerated": "Exclusive rights for ticket sales	04:21
23	less-restrictive way to achieve that subobjective,	04:21	23	servicing could be eviscerated by," and then you go	04:22
24	that doesn't tell us that there's no	04:21	24	into the language that you quoted.	04:22
25	less-restrictive way to achieve the objective.	04:21	25	I do think that's getting at the same issue	04:22
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1	as I describe under the heading of	04:22	1	THE VIDEOGRAPHER: Off the record at	04:23
2	"cannibalization." She does, it's true, mention	04:22	2	4:24 p.m.	04:23
3	phony fan clubs as a particular part of that. But	04:22	3	(Recess taken, 4:23 to 4:37.)	04:23
4	if we look to my comparison with market benchmarks	04:22	4	THE VIDEOGRAPHER: Back on the record at	04:37
5	again, other ticketing service providers are able to	04:22	5	4:37 p.m.	04:37
6	achieve the business justification of limiting	04:22	6	BY MR. WALL:	04:37
7	inefficient cannibalization through means that don't	04:22	7	Q. Professor Farrell, we talked a little bit	04:37
8	involve diagnosing fan clubs.	04:22	8	earlier today about your post-Chicago approach to	04:37
9	BY MR. WALL:	04:22	9	exclusivity, and I want to follow up on some of	04:38
10	Q. All right. No one else offers you a	04:22	10	that.	04:38
11	benchmark for a less-restrictive way to distinguish	04:22	11	Just to sort of take this off of the table,	04:38
12	between real and phony fan clubs, do they?	04:22	12	do you claim that the exclusive contracts that are	04:38
13	MR. WOLFSON: Objection. Form. I believe	04:22	13	prevalent in the primary -- what you call the "venue	04:38
14	his testimony has been that misses the point.	04:22	14	ticketing service market" have foreclosed any rivals	04:38
15	THE WITNESS: Well, I think I've already	04:23	15	from competing for venue ticketing services	04:38
16	explained why I don't think that's the right way to	04:23	16	contracts?	04:38
17	ask the less-restrictive alternative question, but	04:23	17	A. For venue ticketing service contracts?	04:38
18	the way you frame it, you're correct.	04:23	18	Q. Correct.	04:38
19	How's the time going? I'm getting a	04:23	19	A. I don't claim that, no.	04:38
20	little --	04:23	20	Q. Okay. So then let's talk about your	04:39
21	MR. WOLFSON: Would you like to take a	04:23	21	theory. If I understand correctly, you are saying,	04:39
22	break?	04:23	22	first, that Ticketmaster's exclusive contracts can	04:39
23	THE WITNESS: Yeah, let's take a break, if	04:23	23	be anticompetitive if the venue's interests are not	04:39
24	that's okay, or soon.	04:23	24	sufficiently aligned with those of its customers,	04:39
25	MR. WALL: This is fine.	04:23	25	and as a result, the deals impose negative	04:39

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<p>1 contacting -- negative contracting externalities on 04:39 2 third parties. 04:39 3 Do I have that correct? 04:39 4 MR. WOLFSON: Objection. Form. 04:39 5 THE WITNESS: That's correct. 04:39 6 BY MR. WALL: 04:39 7 Q. Okay. Second, I read you to be saying that 04:39 8 you find that there is evidence of, I suppose, 04:39 9 misalignment or negative contracting extern- -- 04:39 10 externalities here based on the facts that some 04:39 11 artists prefer Songkick's lower service fees to 04:39 12 Ticketmaster's for conducting presales, and that 04:39 13 fans pay lower service fees when Songkick conducts 04:40 14 the presale. 04:40 15 Is that fair? 04:40 16 MR. WOLFSON: Objection. Form. 04:40 17 THE WITNESS: Those are concrete 04:40 18 illustrations of artist and fan harm from the 04:40 19 reductions in competition. They're not really the 04:40 20 evidence that I would point to regarding 04:40 21 misalignment. 04:40 22 BY MR. WALL: 04:40 23 Q. What would be the evidence that you would 04:40 24 point to regarding misalignment? 04:40 25 A. So there's a couple of categories, I 04:40</p>	<p>1 suppose. One is the structural economic analysis 04:40 2 that says two things. There's likely to be 04:40 3 misalignment because -- or to the extent that 04:40 4 excluding Songkick from the artist presale ticketing 04:41 5 services market as a whole, including at 04:41 6 non-Ticketmaster venues, creates an anticompetitive 04:41 7 gain for Ticketmaster that is not reflected in a 04:41 8 loss to its contracting venues. That's number one. 04:41 9 The other is the competition-softening 04:41 10 concern that we discussed earlier. So within the 04:41 11 structural economic, here's how competition analysis 04:41 12 suggests you would expect the incentives to go. 04:41 13 Those are basically my two reasons for expecting 04:41 14 misalignment. 04:41 15 And then we also see a couple of empirical 04:41 16 facts relating to this or interpretations of 04:41 17 empirical facts. One is the interpretation that 04:42 18 Professor Ordovery suggests of the different pricing 04:42 19 for ticketing services for sports events than for 04:42 20 concerts. And he suggests that this difference is 04:42 21 likely to be motivated by vertical integration 04:42 22 between the venue and the artist, the performer. 04:42 23 Q. The content provider? 04:42 24 A. "Content provider," that's a better phrase. 25 Thank you. 04:42</p>
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<p>1 And that, of course, implies that without 04:42 2 that vertical integration, he is assuming, as one 04:42 3 often does, that there's not full alignment between 04:42 4 the interests of those two parties, and double 04:42 5 marginalization is the instantiation of that lack of 04:42 6 alignment. 04:43 7 The other piece of evidence that I would 04:43 8 point you to is the introduction of the "high fee 04:43 9 with rebates" business model that was described by 04:43 10 Baron and Budnick, and again by Jeff Kline, which 04:43 11 was discussed in my first report. 04:43 12 Q. Right. And I guess that gets to the next 04:43 13 point I wanted to cover, which perhaps is the bottom 04:43 14 line here, which is your contention that 04:43 15 Ticketmaster and the venues act jointly to capture 04:43 16 surplus from third parties, consumers, and artists 04:43 17 that are to the present at the bargaining table; 04:43 18 right? 04:43 19 MR. WOLFSON: Objection. Form. What's the 04:43 20 question? 04:43 21 THE WITNESS: I'm sorry? 04:43 22 MR. WOLFSON: I was asking whether there's 04:43 23 a question in there. 04:43 24 MR. WALL: There was. 04:43 25 MR. WOLFSON: Okay. 04:43</p>	<p>1 THE WITNESS: I'm sure there was. Would 04:43 2 you mind repeating it? 04:43 3 BY MR. WALL: 04:43 4 Q. Sure. I'm saying that that leads to -- 04:43 5 ultimately where you go with this is you say that 04:43 6 you believe that Ticketmaster and the venues have 04:44 7 acted jointly to capture surplus from fans and 04:44 8 artists that are not present at the bargaining 04:44 9 table; right? 04:44 10 A. Yes. 04:44 11 Q. Okay. Before we explore that a little 04:44 12 further, let me ask you, as an academic, a former 04:44 13 FTC and DOJ official, and an author on numerous 04:44 14 articles on antitrust which are replete with 04:44 15 reference to the case law, can you name for me any 04:44 16 judicial decision or government enforcement action 04:44 17 that applies this negative contracting externalities 04:44 18 framework? 04:44 19 MR. WOLFSON: Objection. Form. 04:44 20 THE WITNESS: I think generally they do, 04:44 21 but not explicitly. This is an economist's eye 04:44 22 view. But when you have voluntary contracts, the 04:44 23 only way that voluntary contracts, let's say, 04:45 24 well-informed voluntary contracts entered into by 04:45 25 sophisticated parties, which I think these are -- 04:45</p>

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<p>1 the only way that such contracts can be economically 04:45 2 inefficient and harmful relative to the alternative 04:45 3 involves some negative externalities. Because if 04:45 4 you don't have negative externalities, which is 04:45 5 simply an economic term for harm to someone who's 04:45 6 not party to the contract, then you would have a 04:45 7 very simple world in which voluntary contracts could 04:45 8 not be harmful. 04:45 9 BY MR. WALL: 04:45 10 Q. Okay. Then this shouldn't be so hard, 04:45 11 then. Can you identify for me any case or 04:45 12 government enforcement action that you think reaches 04:45 13 its conclusions based upon focusing on negative 04:45 14 contracting externalities? 04:45 15 MR. WOLFSON: Objection. Form. 04:45 16 Overbreadth. Calls for -- to some extent a legal 04:45 17 conclusion. 04:46 18 THE WITNESS: Oh, I think -- well, let's 04:46 19 see. Let's take the modern classic exclusive 04:46 20 dealing case Dentsply. 04:46 21 BY MR. WALL: 04:46 22 Q. Okay. 04:46 23 A. So in Dentsply, as I recall, there were 04:46 24 exclusive dealing policies that were understood by 04:46 25 the distributors and agreed to. I think not in the 04:46</p>	<p>1 form of contracts, but in the form of being willing 04:46 2 to do business on those terms. And the analysis 04:46 3 showed and the court found that these were harmful 04:46 4 to competition and to consumers. And that could not 04:46 5 be the case if you didn't have negative 04:46 6 externalities from the contracts. 04:47 7 Q. Okay. But Dentsply was also a case that 04:47 8 focused heavily on foreclosure, was it not? 04:47 9 A. Yes. 04:47 10 Q. And indeed the theory of harm in Dentsply 04:47 11 was that by foreclosing the best channels of 04:47 12 distribution to rivals, Dentsply would be able to 04:47 13 enhance its market power; correct? 04:47 14 A. Yes. 04:47 15 Q. Can you name for me any case in which the 04:47 16 notion of negative contracting externalities was 04:47 17 used to condemn exclusive dealing in the absence of 04:47 18 foreclosure? 04:47 19 MR. WOLFSON: Objection. Form. 04:47 20 Overbreadth. He's not going to know every case that 04:47 21 ever was, Dan. 04:47 22 MR. WALL: I'm not asking for all of them. 04:47 23 It's a much less ambitious question than that. 04:47 24 THE WITNESS: Yeah. No, I think there is a 04:47 25 widespread view that the harm from exclusive dealing 04:48</p>
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<p>1 is often, typically, some people even think 04:48 2 necessarily, mediated through foreclosure. I've 04:48 3 explained why I think there is actually foreclosure 04:48 4 in this case, but it is also true that the logic of 04:48 5 looking only to foreclosure is porous. 04:48 6 BY MR. WALL: 04:48 7 Q. But you said there hasn't been foreclosure 04:48 8 from the venue ticketing services market; right? 04:48 9 A. That's correct. 04:48 10 Q. Okay. 04:48 11 A. The foreclose is from the artist presale 04:48 12 ticketing services market. 04:48 13 Q. Can you name for me any judicial decision 04:48 14 or government enforcement action that addresses the 04:49 15 competitive effects of exclusive dealing by virtue 04:49 16 of whether the contracting firms jointly capture 04:49 17 surplus from third parties not present at the 04:49 18 bargaining table? 04:49 19 MR. WOLFSON: Objection. Form. 04:49 20 Overbreadth. Calls for a legal conclusion. 04:49 21 THE WITNESS: Well, if you ask whether 04:49 22 that's what's going on in the case from an economic 04:49 23 point of view -- 04:49 24 BY MR. WALL: 04:49 25 Q. No, I'm not. 04:49</p>	<p>1 A. You're asking for implicit discussion in 04:49 2 those terms? 04:49 3 Q. Yes. 04:49 4 A. No. 04:49 5 Q. Can you name for me any judicial decision 04:49 6 or government enforcement action that addresses the 04:49 7 competitive effects of exclusive dealing by virtue 04:49 8 of whether the contracting firms fully internalized 04:49 9 the interest of third parties? 04:49 10 MR. WOLFSON: Objection. Just for 04:49 11 clarification, that exact term, as opposed to what 04:49 12 was -- 04:49 13 MR. WALL: That concept. 04:49 14 MR. WOLFSON: Well, before you asked him -- 04:49 15 you told him not to talk about it in the concept but 04:49 16 rather in those express terms. So is this about the 04:50 17 concept or the terms? 04:50 18 MR. WALL: No, the express concept of the 04:50 19 contracting firms fully internalizing the interest 04:50 20 of third parties, however it's phrased. 04:50 21 THE WITNESS: Okay. I'm sorry. Can you 04:50 22 repeat the question, then? 04:50 23 BY MR. WALL: 04:50 24 Q. Sure. Can you name for me any judicial 04:50 25 decision or government enforcement action that 04:50</p>

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<p>1 addresses the competitive effects of exclusive 04:50 2 dealing by virtue of whether the contracting firms 04:50 3 fully internalized the interests of third parties? 04:50 4 MR. WOLFSON: Objection. 04:50 5 THE WITNESS: And you're talking about a 04:50 6 court decision, for example, that discusses it in 04:50 7 those terms? 04:50 8 BY MR. WALL: 04:50 9 Q. Or a government enforcement action that was 04:50 10 pursued in substantially those terms. 04:50 11 A. Okay. Yeah. I mean, I think that's an 04:50 12 economist's way of understanding those things, not 04:50 13 as far as I know the one used generally by the 04:50 14 courts. 04:50 15 Q. So the answer would be "no"? 04:50 16 A. Correct. 04:50 17 Q. Okay. So since you mentioned the way the 04:50 18 economists talk about it, you cite various economic 04:51 19 literature in your report, particularly some of the 04:51 20 cited in footnote 37 of your rebuttal report. 04:51 21 My question to you is: Of the various 04:51 22 articles that you have cited, which do you regard as 04:51 23 most on point and supportive of your theories here? 04:51 24 MR. WOLFSON: Objection. Form. Vague and 04:51 25 ambiguous. Assumes a single article is most 04:51</p>	<p>1 supportive. 04:51 2 THE WITNESS: So the divide and conquer 04:51 3 literature of which the leading articles are cited 04:51 4 in footnote 36 of my rebuttal report is essentially 04:51 5 about how with multiple, let's say, buyers that do 04:52 6 not necessarily compete against each other, 04:52 7 preventing a rival from doing business with some of 04:52 8 the buyers may make the rival unable to or less 04:52 9 adept at doing business with other buyers, and 04:52 10 thereby create an anticompetitive gain for the 04:52 11 incumbent that is not reflected in a loss for the 04:52 12 contracting buyers. 04:52 13 BY MR. WALL: 04:52 14 Q. Through -- but am I correct that through 04:52 15 complete or partial foreclosure of the rivals and, 04:52 16 therefore, a lessening of their competitive 04:52 17 constraint? 04:52 18 A. That's correct. And in those articles, the 04:52 19 mechanism for weakening that's focused on is the 04:53 20 sheer scale. As we discussed, I don't think that's 04:53 21 the right way to think about the industry we're 04:53 22 talking about here. I think the foreclosure is of 04:53 23 what I call constellations of ticketing rights, but 04:53 24 other than that, it's very much the same logic. So 04:53 25 that's one. 04:53</p>
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<p>1 Another article that I think is very much 04:53 2 on point is the Agion and Bolton article which I 04:53 3 don't think is on this page, but it's cited in my 04:53 4 first report. That article explains how when two 04:53 5 parties get together with a third party not yet 04:53 6 present at the bargaining table, they may have an 04:53 7 incentive to strike a deal under which if a third 04:53 8 party does business with the second party, the first 04:54 9 party gets some fee or compensatory damages is the 04:54 10 way they put it in their article, and how that can 04:54 11 lead to outcomes that are tilted away from the 04:54 12 interest of the third party and the direction of the 04:54 13 interests of the first two parties. 04:54 14 The context in which they discuss that is 04:54 15 that the third party is a potential competitor of 04:54 16 the first. That's not really necessary for the -- 04:54 17 for the logic of that finding about bargaining, 04:54 18 although of course it's necessary, or something like 04:54 19 it is necessary, for the competitive interpretation 04:54 20 of it. Here what you have is if, or to the extent 04:54 21 that, Ticketmaster requires or is able to demand or 04:54 22 gets compensated for the fees that it's not earning 04:55 23 on the -- on the tickets sold in artist presale, 04:55 24 then there's an ex-ante incentive, that is to say an 04:55 25 incentive in the initial bargaining for Ticketmaster 04:55</p>	<p>1 and the venue to protect more of the tickets than 04:55 2 would be handled by Ticketmaster in the efficient 04:55 3 management of the joint venture. 04:55 4 Finally, as to the competition-softening 04:55 5 concern, I would point to -- probably the best of 04:55 6 them is the Albedo and Wright 2008 article, which 04:55 7 discusses how the incentives for anticompetitive 04:55 8 exclusion are affected when the contracting buyers 04:55 9 compete against each other. And exclusion of the 04:56 10 rivals softens competition among those contracting 04:56 11 buyers. 04:56 12 Q. Can I just stop on you on a question on 04:56 13 that one? 04:56 14 A. Yes. 04:56 15 Q. How does that apply here since the firms in 04:56 16 the -- since there is no component of your analysis, 04:56 17 which is about the exclusion of firms from the venue 04:56 18 ticketing services market? 04:56 19 A. Yeah. So the essential element of the 04:56 20 Albedo and Wright article is that restrictive 04:56 21 contracts negotiated with these buyers who compete 04:56 22 against each other downstream soften competition 04:56 23 among them and, therefore, increase collective or 04:56 24 joint profits. And that -- that effect in their 04:56 25 article is related to -- that's the motivation. The 04:57</p>

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<p>1 effect -- the anticompetitive effect there is, in 04:57</p> <p>2 the primary market, you might call it -- I'm going 04:57</p> <p>3 to use a vague term here because I'm -- 04:57</p> <p>4 Q. The market in which they compete? 04:57</p> <p>5 A. Well, it's the upstream market for 04:57</p> <p>6 something that they buy as an input. The market in 04:57</p> <p>7 which they compete is referred to there as the 04:57</p> <p>8 downstream market, and that's not the market where 04:57</p> <p>9 the anticompetitive effect takes place. 04:57</p> <p>10 But the basic logic that there's an 04:57</p> <p>11 anticompetitive motive created by softening of 04:57</p> <p>12 competition among buyers of a particular good or 04:57</p> <p>13 service and that can be tapped into if the -- if a 04:57</p> <p>14 dominant supplier of that upstream good or service 04:58</p> <p>15 contracts with enough of these downstream buyers, 04:58</p> <p>16 that's, in my view, important here as well. 04:58</p> <p>17 Q. Okay. So if I understand your rebuttal 04:58</p> <p>18 report, what you are saying is you have taken 04:58</p> <p>19 elements of -- elements found in different parts of 04:58</p> <p>20 this post-Chicago literature and amalgamated them 04:58</p> <p>21 for this case; correct? 04:58</p> <p>22 MR. WOLFSON: Objection. Form. 04:58</p> <p>23 Mischaracterizes testimony. 04:58</p> <p>24 THE WITNESS: I think the way I described 04:58</p> <p>25 it is that I tried to extract from a pretty 04:58</p>	<p>1 technical literature what I view as the broad and 04:58</p> <p>2 relatively robust principles and applied those. 04:58</p> <p>3 BY MR. WALL: 04:58</p> <p>4 Q. Okay. But you would agree with me that you 04:58</p> <p>5 are not applying any particular model found in the 04:58</p> <p>6 literature as it was proposed in the literature? 04:58</p> <p>7 MR. WOLFSON: Objection. Form. 04:59</p> <p>8 Mischaracterizes testimony. 04:59</p> <p>9 THE WITNESS: I mean, the way I put it in 04:59</p> <p>10 my rebuttal report is I'm not -- I didn't find, and 04:59</p> <p>11 I didn't expect to find, a single model into which 04:59</p> <p>12 one could simply plug what's going on here. That's 04:59</p> <p>13 correct. 04:59</p> <p>14 BY MR. WALL: 04:59</p> <p>15 Q. I want to talk about internalization, which 04:59</p> <p>16 we've discussed a few times. How much must venues 04:59</p> <p>17 internalize the interest of artists and consumers 04:59</p> <p>18 for there to be no anticompetitive effect from 04:59</p> <p>19 exclusivity in this industry? 04:59</p> <p>20 MR. WOLFSON: Objection. Form. Incomplete 05:00</p> <p>21 hypothetical. And mischaracterizes prior testimony. 05:00</p> <p>22 THE WITNESS: I don't have a quantitative 05:00</p> <p>23 answer to that. It seems to me that the -- the 05:00</p> <p>24 assumption that voluntary contracts are of this 05:00</p> <p>25 kind, that is to say, contracts that restrictively 05:00</p>
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<p>1 reference rivals. The assumption that such 05:01</p> <p>2 contracts are probably okay is derived from the 05:01</p> <p>3 Chicago school of thinking. At least in economics 05:01</p> <p>4 terms we think of it that way, and I believe that's 05:01</p> <p>5 broadly true of noneconomist commentators as well. 05:01</p> <p>6 And the specific way in which that derives 05:01</p> <p>7 is by pointing out, and Professor Ordovery points 05:01</p> <p>8 this out in one of his footnotes and perhaps 05:01</p> <p>9 elsewhere, that if there's internalization, then the 05:01</p> <p>10 anticompetitive effects that I'm concerned about 05:01</p> <p>11 would not be jointly profitable. 05:01</p> <p>12 And so I think the answer to your question 05:01</p> <p>13 is as much as would be needed to make inefficient 05:01</p> <p>14 anticompetitive effects unprofitable. 05:02</p> <p>15 BY MR. WALL: 05:02</p> <p>16 Q. Now that's tautological. 05:02</p> <p>17 A. Well, I fear there's something to that. 05:02</p> <p>18 But I don't think that eviscerates the analysis. I 05:02</p> <p>19 think that -- I think one has to apply a certain 05:02</p> <p>20 amount of judgment, honestly, and ask how 05:02</p> <p>21 significant are the competitive ways in which the 05:02</p> <p>22 failure to internalize seems likely to arise. And I 05:02</p> <p>23 don't see a way to quantify it, and I also don't 05:02</p> <p>24 know what the bar or target for quantification would 05:02</p> <p>25 be, but in my judgment they're significant. 05:02</p>	<p>1 Q. Take a look at page -- excuse me -- 05:02</p> <p>2 paragraph 52 of your rebuttal report. In that, 05:02</p> <p>3 after noting something that Professor Ordovery said, 05:03</p> <p>4 you write: 05:03</p> <p>5 "These observations do not at all 05:03</p> <p>6 contradict my point explained at length 05:03</p> <p>7 in my initial report that a venue 05:03</p> <p>8 together with Ticketmaster may well fall 05:03</p> <p>9 badly short of fully internalizing those 05:03</p> <p>10 interests, which is what is required for 05:03</p> <p>11 Professor Ordovery's optimistic conclusion 05:03</p> <p>12 that upfront competition in voluntary 05:03</p> <p>13 contracts prevents exclusive contracts 05:03</p> <p>14 from harming competition and thereby 05:03</p> <p>15 harming artists and fans." 05:03</p> <p>16 Is it really your testimony, 05:03</p> <p>17 Professor Farrell, that voluntary contracts of this 05:03</p> <p>18 kind are anticompetitive unless the parties fully 05:03</p> <p>19 internalize the interests of artists and fans? 05:04</p> <p>20 MR. WOLFSON: Objection. Form. 05:04</p> <p>21 Mischaracterizes testimony and the reports. 05:04</p> <p>22 THE WITNESS: Fully internalizing is what 05:04</p> <p>23 you require for the slam-dunk argument. Obviously, 05:04</p> <p>24 if you're almost fully internalizing, then either 05:04</p> <p>25 most anticompetitive forms of restrictive vertical 05:04</p>

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<p>1 contracts will be unprofitable, or the ones that are 05:04</p> <p>2 badly inefficient and not very profitable will be 05:04</p> <p>3 unprofitable. I didn't say that very well. 05:04</p> <p>4 So I don't intend that long sentence that 05:04</p> <p>5 you read out to mean that if you have less than full 05:04</p> <p>6 internalization, all voluntary contracts of this 05:04</p> <p>7 type are anticompetitive. And I didn't mean the -- 05:04</p> <p>8 I didn't mean this sentence to be interpreted that 05:05</p> <p>9 way. 05:05</p> <p>10 BY MR. WALL: 05:05</p> <p>11 Q. Is there a standard and accepted standard 05:05</p> <p>12 in the literature for what degree of internalization 05:05</p> <p>13 of absent party interest is required before we don't 05:05</p> <p>14 have to worry that these voluntary contracts are 05:05</p> <p>15 anticompetitive? 05:05</p> <p>16 A. No. I don't think the literature has 05:05</p> <p>17 addressed that. 05:05</p> <p>18 Q. It certainly doesn't adopt the standard of 05:05</p> <p>19 "badly short of fully internalizing those 05:05</p> <p>20 interests," does it? 05:05</p> <p>21 MR. WOLFSON: Objection. Form. 05:05</p> <p>22 THE WITNESS: Well, what the literature 05:05</p> <p>23 does is it explores various mechanisms by which the 05:05</p> <p>24 internalization falls short, and points out that 05:05</p> <p>25 that opens the door for anticompetitive profitable 05:05</p>	<p>1 mutually -- mutually profitable voluntary contracts 05:05</p> <p>2 to have anticompetitive outcomes. 05:05</p> <p>3 The literature, it's true, has not yet 05:06</p> <p>4 reached the point of quantifying how much of this 05:06</p> <p>5 you need in order to have a problem worth worrying 05:06</p> <p>6 about. And, you know, I did not go beyond the 05:06</p> <p>7 literature in that sense, other than to say that 05:06</p> <p>8 it's my professional judgment that the concerns I'm 05:06</p> <p>9 talking about are substantial ones, but I can't 05:06</p> <p>10 quantify that. 05:06</p> <p>11 BY MR. WALL: 05:06</p> <p>12 Q. It is the nature of these models in the 05:06</p> <p>13 literature that anything less than full 05:06</p> <p>14 internalization will lead to a finding of some 05:06</p> <p>15 anticompetitive effect in the form of a surplus 05:06</p> <p>16 capture; correct? 05:06</p> <p>17 MR. WOLFSON: Objection. Form. Assumes 05:06</p> <p>18 facts. Vague and ambiguous. 05:06</p> <p>19 THE WITNESS: I think it's fair to say that 05:06</p> <p>20 the agenda for the model exponents, drafters, 05:07</p> <p>21 analysts, has been to explore in what ways we can 05:07</p> <p>22 find circumstances -- in what ways circumstances can 05:07</p> <p>23 lead to less than full internalization. And as I 05:07</p> <p>24 say, the literature hasn't yet taken on the task of 05:07</p> <p>25 quantifying how bad it is and what that depends on. 05:07</p>
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<p>1 BY MR. WALL: 05:07</p> <p>2 Q. Right. But that's not quite an answer to 05:07</p> <p>3 my question. My question is about just the nature 05:07</p> <p>4 of these models, much as a merger simulation of 05:07</p> <p>5 unilateral effects will always show some unilateral 05:07</p> <p>6 effect. These models will always show some surplus 05:07</p> <p>7 capture if there is not full internalization of the 05:07</p> <p>8 absent parties' interests; isn't that a fact? 05:07</p> <p>9 MR. WOLFSON: Objection. Form. Assumes 05:08</p> <p>10 facts. Vague and ambiguous and incomplete 05:08</p> <p>11 hypothetical. 05:08</p> <p>12 THE WITNESS: Well, I think the authors of 05:08</p> <p>13 the models probably would not think of it that way. 05:08</p> <p>14 They would think of it as exploring circumstances in 05:08</p> <p>15 which there is an anticompetitive capture which you 05:08</p> <p>16 could rephrase as or reframe as there's less than 05:08</p> <p>17 full internalization. 05:08</p> <p>18 So then the kind of sweeping description of 05:08</p> <p>19 the literature is that following the Chicago school 05:08</p> <p>20 observations of how in specific circumstances you do 05:08</p> <p>21 get full internalization, there's been a series of 05:08</p> <p>22 investigations showing how that's not the case in 05:08</p> <p>23 various sets of circumstances. So I don't think 05:08</p> <p>24 that contradicts the way you put it, but I think 05:08</p> <p>25 it's a slightly different tone. 05:08</p>	<p>1 BY MR. WALL: 05:09</p> <p>2 Q. Okay. In all events you agree with me that 05:09</p> <p>3 as we sit here now, there is no generally accepted 05:09</p> <p>4 standard for determining the degree of 05:09</p> <p>5 internalization or noninternalization, I suppose, 05:09</p> <p>6 that must be present in order to determine that a 05:09</p> <p>7 voluntary contract of this sort is anticompetitive? 05:09</p> <p>8 MR. WOLFSON: Object to the form. And to 05:09</p> <p>9 the assumption that there has to be one. 05:09</p> <p>10 THE WITNESS: There's certainly no 05:09</p> <p>11 quantification of that. As I say, I think -- 05:09</p> <p>12 BY MR. WALL: 05:09</p> <p>13 Q. But you understand I'm asking something 05:09</p> <p>14 different than quantification. 05:09</p> <p>15 MR. WOLFSON: He wasn't done with what he 05:09</p> <p>16 was about to say. He was speaking. 05:09</p> <p>17 MR. WALL: But he was straying from what I 05:09</p> <p>18 wanted to ask him. I think there was a 05:10</p> <p>19 misunderstanding. 05:10</p> <p>20 BY MR. WALL: 05:10</p> <p>21 Q. I'm asking you about consensus rather than 05:10</p> <p>22 quantification. 05:10</p> <p>23 A. I see. 05:10</p> <p>24 MR. WOLFSON: And I have the same 05:10</p> <p>25 objections and especially also to cutting him off. 05:10</p>

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<p>1 THE WITNESS: So consensus. I think it's 05:10 2 fair so say that different economists emerge from 05:10 3 studying this literature with different policy views 05:10 4 on antitrust enforcement of vertical restraints, and 05:10 5 in that sense there's not a consensus as to how 05:10 6 strong a case for noninternalization or for 05:10 7 anticompetitive effects you would look for before 05:10 8 favoring enforcement. 05:10 9 Is that the form of consensus that you're 05:10 10 asking about? 05:10 11 BY MR. WALL: 05:10 12 Q. I think so. What I was trying to get at 05:10 13 is, for example, I think you would agree with me 05:10 14 that there's a certain consensus in the economics 05:11 15 profession that with respect to, say, a market 05:11 16 definition analysis, we can perform that by virtue 05:11 17 of a hypothetical price increase of 5 or 10 percent. 05:11 18 You understand my point? 05:11 19 A. Yes. 05:11 20 Q. Okay. So what I'm trying to transfer that 05:11 21 to, among those economists who favor looking at 05:11 22 vertical restraints by virtue of this question of 05:11 23 whether there has been full internalization, is 05:11 24 there a consensus that one can find in the 05:11 25 literature as to what degree of noninternalization 05:11</p>	<p>1 is required to find anticompetitive effects? 05:11 2 MR. WOLFSON: Objection. Form. Vague and 05:11 3 ambiguous. 05:12 4 THE WITNESS: I think the form that that 05:12 5 takes is -- and this actually has its own echo in 05:12 6 horizontal merger policy too -- is trying to weigh 05:12 7 those effects against plausible efficiencies. And 05:12 8 so you would calibrate how big a competitive effect 05:12 9 you would be concerned about relative to the -- if 05:12 10 those efficiencies that in the merger context you 05:12 11 call merger-specific, you would call 05:12 12 conduct-specific or whatever the right term would 05:12 13 be. 05:12 14 BY MR. WALL: 05:12 15 Q. Are you trying to describe something sort 05:12 16 of similar to the upward pricing pressure index that 05:12 17 you have helped develop in how one might offset the 05:12 18 upward pressure by efficiencies? 05:12 19 MR. WOLFSON: Objection. Form. 05:13 20 THE WITNESS: Well, the upward pricing 05:13 21 pressure analysis offers an analytically attractable 05:13 22 way to get straight to the trade-off between 05:13 23 anticompetitive forces and marginal cost 05:13 24 efficiencies. 05:13 25 ///</p>
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<p>1 BY MR. WALL: 05:13 2 Q. Right. 05:13 3 A. But the idea that that's what you should 05:13 4 look to is much older. And -- 05:13 5 Q. I appreciate that. What I'm just trying to 05:13 6 get at, though, is -- and we can end this if we just 05:13 7 have agreement on this, that to the -- at this point 05:13 8 in the development of this post-Chicago literature 05:13 9 on looking at whether the interests of absent 05:13 10 parties are fully internalized, there is no 05:13 11 consensus among economists about the degree of 05:13 12 internalization or noninternalization that must be 05:13 13 present before one concludes that the contracts are 05:13 14 anticompetitive? 05:13 15 MR. WOLFSON: Objection. Form. Asked and 05:13 16 answered multiple times. And misconstrues and 05:13 17 mischaracterizes prior testimony. 05:14 18 THE WITNESS: So I think as with horizontal 05:14 19 merger policy, many economists -- and I think this 05:14 20 would be a consensus among economists, but it's not, 05:14 21 I think, been explicitly discussed this way -- would 05:14 22 say that the hurdle, benchmark, whatever you want to 05:14 23 call it, is the level of conduct-specific 05:14 24 efficiencies. Of course, in practice we would also 05:14 25 add in a variety of other factors, but I think a lot 05:14</p>	<p>1 of people would say that as a -- in principle that's 05:14 2 the right hurdle to look at. 05:14 3 BY MR. WALL: 05:14 4 Q. And can you give me the best cites in the 05:14 5 literature for that? 05:14 6 MR. WOLFSON: Objection. Form. To the 05:14 7 extent it's asking for a memory test. 05:14 8 THE WITNESS: So I think without looking at 05:14 9 it, you know, the treatments, and I would point you 05:15 10 perhaps particularly to Michael Winston's 2006 book, 05:15 11 the treatments that try to integrate this literature 05:15 12 discuss the various mechanisms for anticompetitive 05:15 13 harm, discuss the possibility of conduct-specific 05:15 14 efficiencies, and perhaps explicitly, perhaps by 05:15 15 implication, suggest that those should be weighed 05:15 16 against one another. 05:15 17 BY MR. WALL: 05:15 18 Q. So I'll make a point to look at Michael 05:15 19 Winston's book. Should I be looking at anything 05:15 20 else to see this idea that it's the level that is -- 05:15 21 how would you put it? -- necessary to -- to offset 05:15 22 the efficiencies? No, that wouldn't be it. It 05:16 23 would be -- 05:16 24 A. Outweigh the efficiencies. 05:16 25 Q. -- outweigh the efficiencies. 05:16</p>

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<p>1 MR. WOLFSON: Objection to the extent 05:16</p> <p>2 you're asking him to talk about all economic 05:16</p> <p>3 literature out there. 05:16</p> <p>4 THE WITNESS: So I think the way the 05:16</p> <p>5 literature works, as I say, has largely been through 05:16</p> <p>6 explorations of the economic logic of how full 05:16</p> <p>7 internalization can fail. I think where you would 05:16</p> <p>8 look to see that -- that idea, which is probably not 05:16</p> <p>9 fully explicit of weighing those against the 05:16</p> <p>10 conduct-specific efficiencies would be to a textbook 05:16</p> <p>11 or other integrative treatment. 05:16</p> <p>12 One place you might look would be the 05:16</p> <p>13 roughly simultaneous publications by Segal and 05:16</p> <p>14 Winston, one of them further developing the divide 05:17</p> <p>15 and conquer theory and the other one discussing 05:17</p> <p>16 potential investment efficiencies of exclusive 05:17</p> <p>17 dealing. 05:17</p> <p>18 BY MR. WALL: 05:17</p> <p>19 Q. Okay. Thank you. 05:17</p> <p>20 Have you done anything to try to determine 05:17</p> <p>21 how fully Ticketmaster and its venue client 05:17</p> <p>22 internalize the interests of consumers and artists? 05:17</p> <p>23 MR. WOLFSON: Objection. Form. Vague and 05:17</p> <p>24 ambiguous. 05:17</p> <p>25 THE WITNESS: I haven't tried to quantify 05:17</p>	<p>1 that, and I don't know how one could. I do think, 05:17</p> <p>2 as I said in Section 5 of my initial report, one 05:17</p> <p>3 should look for the effects at issue to be 05:17</p> <p>4 substantial ones, and I offer two screens there 05:17</p> <p>5 designed to implement that. That's obviously not 05:17</p> <p>6 the same as quantifying it. 05:17</p> <p>7 BY MR. WALL: 05:17</p> <p>8 Q. Have you spoken to any artists or artist 05:17</p> <p>9 representatives in preparing your report? 05:17</p> <p>10 A. Well, it depends on what you call "artist 05:18</p> <p>11 representatives," I suppose. 05:18</p> <p>12 Q. Their managers or their agents. 05:18</p> <p>13 A. I don't think so. I've spoken with 05:18</p> <p>14 Songkick, which regards itself as an agent for 05:18</p> <p>15 artists. 05:18</p> <p>16 Q. But not to any potential artist 05:18</p> <p>17 representative other than Songkick? 05:18</p> <p>18 A. I believe that's right. 05:18</p> <p>19 Q. Okay. So you didn't have the opportunity 05:18</p> <p>20 to ask any artists or their agents or managers 05:18</p> <p>21 whether they felt that venues in Ticketmaster were 05:18</p> <p>22 insufficiently responsive to their interests? 05:18</p> <p>23 A. That's true. 05:18</p> <p>24 Q. Do you know of anyone not associated with 05:18</p> <p>25 Songkick who claims that the venues in Ticketmaster 05:18</p>
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<p>1 are insufficiently responsive to artists' interests? 05:18</p> <p>2 MR. WOLFSON: Objection. Form. Vague and 05:18</p> <p>3 ambiguous. 05:18</p> <p>4 THE WITNESS: Well, although I haven't 05:18</p> <p>5 spoken to them, the Songkick win/loss business 05:18</p> <p>6 database has multiple descriptions by Songkick 05:19</p> <p>7 personnel reporting what they've heard from artists 05:19</p> <p>8 and their managers. And at least some of those -- I 05:19</p> <p>9 think I would say many of those were along those 05:19</p> <p>10 lines. 05:19</p> <p>11 BY MR. WALL: 05:19</p> <p>12 Q. And you didn't follow up on any of those to 05:19</p> <p>13 try to contact those artists or managers directly; 05:19</p> <p>14 correct? 05:19</p> <p>15 A. Correct. 05:19</p> <p>16 Q. Would you agree with me that the very 05:19</p> <p>17 existence of a Fan Club Policy is an indication that 05:19</p> <p>18 at least to some degree Ticketmaster is 05:19</p> <p>19 internalizing the interests of artists? 05:19</p> <p>20 MR. WOLFSON: Objection. Form. Calls for 05:19</p> <p>21 speculation. 05:19</p> <p>22 THE WITNESS: Yes, definitely. I think 05:19</p> <p>23 that's exactly why they do it, and it does prove 05:19</p> <p>24 that point. 05:19</p> <p>25 ///</p>	<p>1 BY MR. WALL: 05:19</p> <p>2 Q. You understand that Ticketmaster is now 05:19</p> <p>3 part of Live Nation, which is the world's largest 05:19</p> <p>4 concert promotor; correct? 05:19</p> <p>5 A. Yes. 05:19</p> <p>6 Q. And artists are the direct clients of 05:19</p> <p>7 concert promoters, are they not? 05:20</p> <p>8 A. It's possible that goes through managers or 05:20</p> <p>9 something, but roughly speaking, yes. 05:20</p> <p>10 Q. Okay. Did you factor into your analysis 05:20</p> <p>11 that Ticketmaster, by virtue of its relationship 05:20</p> <p>12 with Live Nation, if not otherwise, has got to 05:20</p> <p>13 internalize the interest of artists into its 05:20</p> <p>14 business decisions? 05:20</p> <p>15 MR. WOLFSON: Objection. Form. 05:20</p> <p>16 THE WITNESS: I was generally aware of 05:20</p> <p>17 that. I would say that was not a specific piece of 05:20</p> <p>18 analysis I did. There are plenty of artists, of 05:20</p> <p>19 course, who are not represented by Live Nation. 05:20</p> <p>20 BY MR. WALL: 05:20</p> <p>21 Q. You do realize that increasingly the venues 05:20</p> <p>22 are the ones who are setting the ticketing fees that 05:20</p> <p>23 Ticketmaster collects? 05:20</p> <p>24 MR. WOLFSON: Objection. Form. 05:20</p> <p>25 ///</p>

<p style="text-align: right;">Page 270</p> <p>1 A. I think if you're getting to what is the 05:59 2 reduction in profitability for the venue ticketing 05:59 3 service provider in a what is going to be an 05:59 4 undersold concert, you do have to pay attention to 05:59 5 the impact of a presale on total tickets sold. 05:59 6 Q. Right. But if there is no positive effect 05:59 7 on that, would you agree with me that it would be 05:59 8 quite rational for the primary ticketing company to 05:59 9 be concerned that the 8 -- that an allocation of 05:59 10 8 percent of the sellable capacity might turn out to 05:59 11 be a substantially higher percentage of the sold 05:59 12 capacity? 06:00 13 MR. WOLFSON: Objection. Form. Incomplete 06:00 14 hypothetical. Ignores and mischaracterizes prior 06:00 15 testimony from today. Asked and answered. 06:00 16 THE WITNESS: Well, setting aside what I 06:00 17 view as a pretty important consideration about the 06:00 18 effect on total tickets sold, yes, I think so. And 06:00 19 that's one reason why a numerical cap on artist 06:00 20 presale allocations is not a perfect way of 06:00 21 addressing the cannibalization issue. 06:00 22 BY MR. WALL: 06:00 23 Q. Because taking into account the demand for 06:00 24 the show, a cap based upon the sellable capacity may 06:00 25 turn out to be a substantially higher percentage of 06:00</p>	<p style="text-align: right;">Page 271</p> <p>1 the tickets that are sold? 06:00 2 A. That would be one reason, yes. 06:00 3 MR. WALL: Let's call it a day. Thank you 06:00 4 very much, Professor Farrell. 06:00 5 THE WITNESS: Thank you. 06:01 6 THE VIDEOGRAPHER: This concludes today's 06:01 7 deposition of Dr. Joseph Farrell on May 22nd, 2017, 06:01 8 which consists of four media. The original media 06:01 9 will be retained by TSG Reporting, Inc. Off the 06:01 10 record at 6:01 p.m. 06:01 11 (Deposition concluded at 6:01 p.m.) 12 ---oOo--- 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 272</p> <p>1 CERTIFICATE OF WITNESS 2 3 4 5 I, the undersigned, declare under penalty 6 of perjury that I have read the foregoing 7 transcript, and I have made any corrections, 8 additions or deletions that I was desirous of 9 making; that the foregoing is a true and correct 10 transcript of my testimony contained therein. 11 12 EXECUTED this ____ day of _____, 13 20__ at _____. 14 15 16 17 DR. JOSEPH FARRELL 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 273</p> <p>1 DEPOSITION OFFICER'S CERTIFICATE 2 I, LORRIE L. MARCHANT, Certified Shorthand 3 Reporter, Certificate No. 10523, for the State of 4 California, hereby certify that DR. JOSEPH FARRELL 5 was by me duly sworn/affirmed to testify to the 6 truth, the whole truth and nothing but the truth in 7 the within-entitled cause; that said deposition was 8 taken at the time and place herein named; that the 9 deposition is a true record of the witness's 10 testimony as reported to the best of my ability by 11 me, a duly certified shorthand reporter and a 12 disinterested person, and was thereafter transcribed 13 under my direction into typewriting by computer; 14 that request [] was [X] was not made to read and 15 correct said deposition. 16 I further certify that I am not interested 17 in the outcome of said action, nor connected with, 18 nor related to any of the parties in said action, 19 nor to their respective counsel. 20 IN WITNESS WHEREOF, I have hereunto set my 21 hand this 23rd day of May, 2017. 22 23 24 LORRIE L. MARCHANT, RMR, CRR, CCRR, CRC 25 Certified Shorthand Reporter #10523</p>

EXHIBIT 391

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION
4

5 COMPLETE ENTERTAINMENT)
RESOURCES LLC d/b/a SONGKICK,)

6)
Plaintiff,)
7)

vs.)

CASE NO. 2:15-cv-09814
DSF (AGRx)

8 LIVE NATION ENTERTAINMENT,)
9 INC.; TICKETMASTER LLC,)

10 Defendants.)

11

TICKETMASTER LLC,)
Counter Claimant,)

12 vs.)

13 COMPLETE ENTERTAINMENT)

14 RESOURCES LLC d/b/a SONGKICK,)

15 Counter Defendant.)

16 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

17 VIDEOTAPED DEPOSITION OF

18 STEPHEN GLICKEN

19 Taken on Behalf of the Defendants

20 February 7, 2017

21 NASHVILLE, TN
22
23
24

25 JOB NO: 117767

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<p>1 evenly distributed throughout the venue and over 09:24 2 various seating categories." 09:24 3 So the fan club policy requires that the 09:24 4 8 -- that the 8 percent must be distributed evenly 09:24 5 throughout the venue and over various seating 09:24 6 categories, correct? 09:24 7 MR. WOLFSON: Objection to form. 09:24 8 THE WITNESS: Correct. 09:24 9 BY MS. FERGUSON: 09:24 10 Q. The next sentence reads: "Fan club ticket 09:24 11 distribution can occur either through an artist 09:24 12 branded members-only website (no ticketing vendor 09:24 13 branding) or via traditional mail order channels." 09:24 14 So the fan club policy requires the 09:24 15 presale website must be artist branded only and 09:24 16 cannot contain ticketing vendor branding, correct? 09:24 17 MR. WOLFSON: Objection to form. 09:24 18 THE WITNESS: Correct. 09:24 19 BY MS. FERGUSON: 09:24 20 Q. Go over to the next page, Section B, 09:24 21 titled: "Past Practices Define What Constitutes a 09:25 22 Legitimate Fan Club." 09:25 23 Do you see that? 09:25 24 A. I do. 09:25 25 Q. And it says: "Our past practices define a 09:25</p>	<p>1 'fan club' in the following ways:" 09:25 2 And let's start with Subsection 1 there. 09:25 3 A. Okay. 09:25 4 Q. So the first sentence says: "An 09:25 5 organization maintained for the career promotion 09:25 6 and the promotion of direct artists-to-fan 09:25 7 commerce and to link artists to their most ardent 09:25 8 fans." 09:25 9 Do you see that? 09:25 10 A. I do. 09:25 11 Q. Okay. So the fan club policy requires 09:25 12 that it must be an organization maintained for the 09:25 13 career promotion of the artists, right? 09:25 14 MR. WOLFSON: Objection to form. 09:25 15 THE WITNESS: Repeat the question. 09:25 16 MS. FERGUSON: Could you repeat the 09:25 17 question, please. 09:25 18 (Record read back by the reporter.) 09:25 19 THE WITNESS: Correct. 09:25 20 BY MS. FERGUSON: 09:26 21 Q. It also requires that it be an 09:26 22 organization maintained for the "promotion of 09:26 23 direct artists-to-fan commerce and to link artists 09:26 24 to their most ardent fans"? 09:26 25 A. Correct. 09:26</p>
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<p>1 Q. It goes on to say: "As such, the sale of 09:26 2 tickets to the fan club must be only one of 09:26 3 multiple features of the fan club." 09:26 4 So the fan club policy requires that 09:26 5 tickets through the fan club must be one of only 09:26 6 multiple features of the fan club, correct? 09:26 7 MR. WOLFSON: Objection to form. 09:26 8 THE WITNESS: Correct. 09:26 9 BY MS. FERGUSON: 09:26 10 Q. Okay. And the fan club goes on to require 09:26 11 that there can only be one official fan club per 09:26 12 artists, correct? 09:26 13 MR. WOLFSON: Objection to form. 09:26 14 THE WITNESS: Correct. 09:26 15 BY MS. FERGUSON: 09:26 16 Q. I'm going to move on to paragraph 2 here. 09:26 17 The fan club next requires that -- 09:26 18 sorry -- the fan club policy next requires that 09:26 19 the fan club "provides for meaningful interaction 09:26 20 between artists and its fans that goes beyond 09:26 21 merely making tickets available," correct? 09:27 22 MR. WOLFSON: Objection to form. 09:27 23 THE WITNESS: Correct. 09:27 24 BY MS. FERGUSON: 09:27 25 Q. And the fan club policy also requires 09:27</p>	<p>1 that: "Promotional efforts related to the fan 09:27 2 club describe various features of the fan club and 09:27 3 not simply one feature," correct? 09:27 4 MR. WOLFSON: Objection to form. 09:27 5 THE WITNESS: Correct. 09:27 6 BY MS. FERGUSON: 09:27 7 Q. So now moving on to paragraph 3, 09:27 8 Subsection 3 there, the fan club policy next 09:27 9 requires that: "Member fans provide personal data 09:27 10 about themselves to subscribe for the club, such 09:27 11 as name, address, phone number and email address," 09:27 12 correct? 09:27 13 MR. WOLFSON: Objection to form. 09:27 14 THE WITNESS: Correct, as well does 09:27 15 not need a charge -- 09:27 16 BY MS. FERGUSON: 09:27 17 Q. Right. 09:27 18 A. -- to be a member. 09:27 19 Q. The fan club policy also says that: "An 09:27 20 unconfirmed email address alone is not adequate," 09:27 21 right? 09:27 22 A. Correct. 09:27 23 Q. The fan club policy next requires that: 09:28 24 "Member registration should precede access to any 09:28 25 of the member-only benefits, including access to 09:28</p>

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<p>1 tickets," correct? 09:28</p> <p>2 MR. WOLFSON: Objection to form. 09:28</p> <p>3 THE WITNESS: Correct. 09:28</p> <p>4 BY MS. FERGUSON: 09:28</p> <p>5 Q. The fan club policy next requires that: 09:28</p> <p>6 "At no time should any specific events or ticket 09:28</p> <p>7 packages be offered for sale to non-fan club 09:28</p> <p>8 members, neither via third-party marketing 09:28</p> <p>9 vehicles, (e.g., Facebook) nor the artist website 09:28</p> <p>10 itself," correct? 09:28</p> <p>11 MR. WOLFSON: Objection to form. 09:28</p> <p>12 THE WITNESS: Correct. 09:28</p> <p>13 BY MS. FERGUSON: 09:28</p> <p>14 Q. And then the last part of this paragraph, 09:28</p> <p>15 the fan club policy requires that: "The fan club 09:28</p> <p>16 may market the general fact that members have 09:28</p> <p>17 access to presale tickets and/or VIP packages, but 09:28</p> <p>18 the mention of specific events, tickets, packages 09:28</p> <p>19 and pricing cannot be offered or marketed to 09:28</p> <p>20 anyone but registered fan club members," correct? 09:28</p> <p>21 MR. WOLFSON: Objection to form. 09:28</p> <p>22 THE WITNESS: Correct. 09:28</p> <p>23 BY MS. FERGUSON: 09:28</p> <p>24 Q. Okay. And paragraph 4, the fan club 09:28</p> <p>25 policy "limits the number of tickets that can be 09:28</p>	<p>1 purchased by each registered member to four or 09:28</p> <p>2 less per performance," correct? 09:29</p> <p>3 A. Correct. 09:29</p> <p>4 Q. Paragraph 5, the fan club policy requires 09:29</p> <p>5 that: "The primary message and purpose of the fan 09:29</p> <p>6 club must be to promote the fan club and the 09:29</p> <p>7 artists, not to sell tickets, which should be 09:29</p> <p>8 incidental to the fan clubs and only one of 09:29</p> <p>9 several forms and benefits being offered," 09:29</p> <p>10 correct? 09:29</p> <p>11 MR. WOLFSON: Objection to form. 09:29</p> <p>12 THE WITNESS: Correct. 09:29</p> <p>13 BY MS. FERGUSON: 09:29</p> <p>14 Q. Okay. And then in paragraph 6, the fan 09:29</p> <p>15 club policy requires that: "Members receive a 09:29</p> <p>16 password and member ID that is unique to each 09:29</p> <p>17 member, which they must use to access the fan club 09:29</p> <p>18 ticketing pages on the fan club website," correct? 09:29</p> <p>19 MR. WOLFSON: Objection to form. 09:29</p> <p>20 THE WITNESS: Correct. 09:29</p> <p>21 BY MS. FERGUSON: 09:29</p> <p>22 Q. And just skipping to the very end of the 09:29</p> <p>23 document on the next page where it says: 09:29</p> <p>24 "Ticketmaster Reserves All of Its Rights," 09:29</p> <p>25 Section D. 09:29</p>
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<p>1 Do you see that? 09:29</p> <p>2 A. I do. 09:29</p> <p>3 Q. And there the fan club policy says that: 09:29</p> <p>4 "Ticketmaster reserves all its rights including to 09:29</p> <p>5 change, amend or modify its policy at any time," 09:30</p> <p>6 correct? 09:30</p> <p>7 A. Correct. 09:30</p> <p>8 Q. You can put that aside. 09:30</p> <p>9 MS. FERGUSON: Let's mark this 09:30</p> <p>10 Exhibit 163. 09:30</p> <p>11 (Exhibit 163 was marked.) 09:30</p> <p>12 BY MS. FERGUSON: 09:30</p> <p>13 Q. Mr. Glicken, do you recognize this 09:30</p> <p>14 document? 09:30</p> <p>15 A. I do. 09:30</p> <p>16 Q. And what is this document? 09:30</p> <p>17 A. This document is my declaration in 09:31</p> <p>18 response to Stephen Mead. 09:31</p> <p>19 Q. You signed this document under penalty of 09:31</p> <p>20 perjury, correct? 09:31</p> <p>21 A. I did. 09:31</p> <p>22 Q. Have you reviewed it recently? 09:31</p> <p>23 A. I have. 09:31</p> <p>24 Q. As part of your preparation for this 09:31</p> <p>25 deposition? 09:31</p>	<p>1 A. Yes. 09:31</p> <p>2 Q. I'd like to direct your attention to 09:31</p> <p>3 paragraph 14, which is on page 7. 09:31</p> <p>4 A. Page 7? 09:31</p> <p>5 Q. Yes. Are you there? 09:31</p> <p>6 A. Yes. 09:31</p> <p>7 Q. Okay. So it says there: "Second, when I 09:31</p> <p>8 first began working with CrowdSurge in 2011, I 09:31</p> <p>9 learned about the artist presale ticketing service 09:31</p> <p>10 business from Matt Jones, our founder. Contrary 09:31</p> <p>11 to Paragraphs 7 to 13 of Mr. Mead's declaration, 09:31</p> <p>12 none of us have heard of a 'fan club policy' at 09:31</p> <p>13 that time, and we certainly had no designs to 09:32</p> <p>14 circumvent the policy or Ticketmaster's 'exclusive 09:32</p> <p>15 rights.'" 09:32</p> <p>16 Do you see that? 09:32</p> <p>17 A. I do. 09:32</p> <p>18 Q. Okay. So when you began working with 09:32</p> <p>19 CrowdSurge in March 2011, Matt Jones was the 09:32</p> <p>20 person who educated you on the artist presale 09:32</p> <p>21 ticketing service business, correct? 09:32</p> <p>22 A. Correct. 09:32</p> <p>23 Q. And what was Matt Jones' position in 2011, 09:32</p> <p>24 if you recall? 09:32</p> <p>25 A. I don't recall. I don't believe he was 09:32</p>

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<p>1 quite titled as CEO yet. 09:32</p> <p>2 Q. Martyn Noble was CEO at that time? 09:32</p> <p>3 A. I believe so. 09:32</p> <p>4 Q. And do you know what Matt Jones' 09:32</p> <p>5 responsibilities within the company were at that 09:32</p> <p>6 time? 09:32</p> <p>7 A. The parts that I touched were purely 09:32</p> <p>8 around business development. I'm not sure of what 09:32</p> <p>9 other pieces of the company he was.... 09:32</p> <p>10 Q. But he worked with you on business 09:32</p> <p>11 development? 09:32</p> <p>12 A. Yes. 09:32</p> <p>13 Q. And did Matt Jones inform you about 09:32</p> <p>14 Ticketmaster's fan club policy in 2011? 09:32</p> <p>15 A. He did not. 09:32</p> <p>16 Q. At any time in 2011? 09:32</p> <p>17 A. He never brought it to me. I think it was 09:33</p> <p>18 first surfaced to us through Ali McGregor and Lucy 09:33</p> <p>19 Kozak at CAA. 09:33</p> <p>20 Q. When was that? 09:33</p> <p>21 A. I'm not sure of the exact date, but 09:33</p> <p>22 towards the end of the year. 09:33</p> <p>23 Q. Of 2011? 09:33</p> <p>24 A. Of 2011. 09:33</p> <p>25 Q. So your declaration says -- when your 09:33</p>	<p>1 declaration says, "none of us had heard of the fan 09:33</p> <p>2 club policy at that time," what are you referring 09:33</p> <p>3 to? 09:33</p> <p>4 A. Exactly that; none of us had heard of the 09:33</p> <p>5 fan club policy at that time. 09:33</p> <p>6 Q. In 2011? 09:33</p> <p>7 A. In 2011, the beginning of 2011, when I 09:33</p> <p>8 joined the company. 09:33</p> <p>9 Q. And does "us" generally mean CrowdSurge? 09:33</p> <p>10 A. Yeah, all of us. 09:33</p> <p>11 Q. So your testimony is no one at CrowdSurge 09:33</p> <p>12 was aware of Ticketmaster's fan club policy in 09:33</p> <p>13 March 2011? 09:33</p> <p>14 A. That I'm aware of. 09:33</p> <p>15 Q. At what point -- and -- and you were -- 09:33</p> <p>16 and you're saying that at some point later in 09:33</p> <p>17 2011, you did become aware of the policy? 09:34</p> <p>18 A. Correct. 09:34</p> <p>19 Q. Can you describe a little bit more the 09:34</p> <p>20 circumstances of how you first became aware of the 09:34</p> <p>21 policy. 09:34</p> <p>22 A. Yeah. We -- I had a number of clients 09:34</p> <p>23 that we had essentially closed the business and 09:34</p> <p>24 were about to start working with them, and out 09:34</p> <p>25 of -- from my perspective -- the blue, we received 09:34</p>
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<p>1 a phone call from Ali McGregor and her team 09:34</p> <p>2 informing us that there was a fan club policy, and 09:34</p> <p>3 that we were not abiding by it. And so she'd have 09:34</p> <p>4 to pull all of our presales. 09:34</p> <p>5 Q. And who is Ali McGregor? 09:34</p> <p>6 A. I don't know the exact title but she, I 09:34</p> <p>7 believe, runs tour marketing at CAA. 09:34</p> <p>8 Q. And you said this was with respect to a 09:34</p> <p>9 number of clients? 09:34</p> <p>10 A. Yes. 09:34</p> <p>11 Q. Do you know how many? 09:34</p> <p>12 A. I believe it was Pitbull, Counting Crows, 09:34</p> <p>13 Seal, and maybe one other. I don't remember the 09:35</p> <p>14 last one. 09:35</p> <p>15 Q. And so when you heard from Ali McGregor 09:35</p> <p>16 with respect to these several artists that you 09:35</p> <p>17 just mentioned, she was informing you of the fan 09:35</p> <p>18 club policy with respect to all of them? 09:35</p> <p>19 A. I believe -- yeah, I mean, I believe it 09:35</p> <p>20 was with respect to Ticketmaster. 09:35</p> <p>21 Q. And what -- what did she tell you about 09:35</p> <p>22 the fan club policy? 09:35</p> <p>23 A. She didn't say much, other than, "This 09:35</p> <p>24 thing exists, you guys don't abide by it, we can't 09:35</p> <p>25 do a presale." 09:35</p>	<p>1 Q. What was your reaction to that? 09:35</p> <p>2 A. Well, we were, needless to say, pretty 09:35</p> <p>3 shocked and pretty nervous. 09:35</p> <p>4 Q. And -- 09:35</p> <p>5 A. It was, you know, affecting our entire 09:35</p> <p>6 business. 09:35</p> <p>7 Q. Did you receive any detail on the fan club 09:35</p> <p>8 policy? 09:35</p> <p>9 A. I believe there was a forward of an email 09:35</p> <p>10 from Greg Schmale. 09:35</p> <p>11 Q. And did that contain the policy? 09:36</p> <p>12 A. I don't recall. 09:36</p> <p>13 Q. And so what -- did you review the forward 09:36</p> <p>14 of the -- of whatever you received from Greg 09:36</p> <p>15 Schmale at that time? 09:36</p> <p>16 A. Yeah, I believe the first thing I did was 09:36</p> <p>17 send it to Matt Jones, Martyn Noble, Ashley 09:36</p> <p>18 Dexter, and put it on everybody's radar, something 09:36</p> <p>19 that we need to look at. 09:36</p> <p>20 Q. And was this a forward that you received 09:36</p> <p>21 from Ali McGregor? 09:36</p> <p>22 A. Or Lucy -- because I don't -- I don't 09:36</p> <p>23 remember exactly how -- I remember there was an 09:36</p> <p>24 email from them. I don't know exactly who or what 09:36</p> <p>25 form it was taking. I just know that it was from 09:36</p>

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<p>1 that team. 09:36</p> <p>2 Q. And what was your response to that? 09:36</p> <p>3 A. Back to them? 09:36</p> <p>4 Q. What was your response to receiving 09:36</p> <p>5 that -- sure, back to them. Let's start with 09:36</p> <p>6 that. 09:36</p> <p>7 A. I believe it was we need to figure out 09:36</p> <p>8 what this is. I -- I don't recall what my 09:36</p> <p>9 response was. 09:37</p> <p>10 Q. And what was the internal response at 09:37</p> <p>11 CrowdSurge when you received the email forward and 09:37</p> <p>12 learned more about the fan club policy? 09:37</p> <p>13 A. It was basically, like, a full alarm on 09:37</p> <p>14 our business practices. 09:37</p> <p>15 Q. And did you take any steps to review your 09:37</p> <p>16 business practices, to review what you received? 09:37</p> <p>17 A. Yeah, we didn't know what it was. We -- 09:37</p> <p>18 we had to take some time to understand what this 09:37</p> <p>19 thing was. So I think initially that's -- that's 09:37</p> <p>20 where we were. 09:37</p> <p>21 Q. And this was sometime in late 2011? 09:37</p> <p>22 A. Yeah, I believe so. 09:37</p> <p>23 Q. And based on whatever internal review you 09:37</p> <p>24 did at CrowdSurge at that time, receiving that 09:37</p> <p>25 information from either Ali McGregor or Lucy 09:37</p>	<p>1 Kozak, did you determine whether you believed 09:37</p> <p>2 CrowdSurge was in compliance or not with the fan 09:37</p> <p>3 club policy? 09:37</p> <p>4 A. We did. 09:37</p> <p>5 Q. And what was your determination? 09:37</p> <p>6 A. We were not. 09:37</p> <p>7 Q. So you made that determination in late 09:37</p> <p>8 2011? 09:38</p> <p>9 A. I believe so. I don't know exactly when 09:38</p> <p>10 that happened. 09:38</p> <p>11 Q. Let's flip to another part of your 09:38</p> <p>12 declaration. Can you go to page 3, the very 09:38</p> <p>13 bottom, paragraph 7. It says: "Contrary to 09:38</p> <p>14 Mr. Mead's assertions, it was not until 09:38</p> <p>15 February 22, 2012, that I received CrowdSurge's 09:38</p> <p>16 first email from a Ticketmaster employee (Greg 09:39</p> <p>17 Schmale.) Mr. Schmale's email notified CrowdSurge 09:39</p> <p>18 of the fan club policy and attached it for my 09:39</p> <p>19 review." 09:39</p> <p>20 Do you see that? 09:39</p> <p>21 A. I do. 09:39</p> <p>22 Q. But what you're saying here today is this 09:39</p> <p>23 is not the first time that you learned about the 09:39</p> <p>24 fan club policy? 09:39</p> <p>25 A. I'm saying it's the first time that I 09:39</p>
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<p>1 received it at Ticketmaster. 09:39</p> <p>2 Q. Right, but it's not the first time that 09:39</p> <p>3 you heard about the fan club policy? 09:39</p> <p>4 A. Like I said, I'm not sure what was inside 09:39</p> <p>5 the email. But I was aware of the fan club policy 09:39</p> <p>6 from Ali McGregor and Lucy Kozak. 09:39</p> <p>7 Q. But your testimony was that what you 09:39</p> <p>8 reviewed that you received from Ms. McGregor or 09:39</p> <p>9 Ms. Kozak led you to determine that CrowdSurge was 09:39</p> <p>10 not in compliance with the policy, correct? 09:39</p> <p>11 MR. WOLFSON: Objection to form, 09:39</p> <p>12 misstates the prior testimony. 09:39</p> <p>13 THE WITNESS: Correct. 09:39</p> <p>14 BY MS. FERGUSON: 09:39</p> <p>15 Q. Okay. Just flipping over to the next 09:39</p> <p>16 page, it says: "After receiving this email, I 09:39</p> <p>17 forwarded it to the CrowdSurge executive team." 09:39</p> <p>18 A. Correct. 09:39</p> <p>19 Q. Who is on the CrowdSurge -- or who was on 09:39</p> <p>20 the CrowdSurge executive team at that time? 09:39</p> <p>21 A. I believe I sent it to Matt Jones, Martyn 09:39</p> <p>22 Noble and Ashley Dexter. 09:40</p> <p>23 Q. Martyn Noble is the CEO? 09:40</p> <p>24 A. I believe so. 09:40</p> <p>25 Q. And what was Mr. Dexter's position? 09:40</p>	<p>1 A. I believe he was the CFO. 09:40</p> <p>2 Q. Okay. And -- but this wasn't the first 09:40</p> <p>3 time the CrowdSurge executive team had heard about 09:40</p> <p>4 the fan club policy, correct? 09:40</p> <p>5 MR. WOLFSON: Objection to form. 09:40</p> <p>6 THE WITNESS: No, it was not the 09:40</p> <p>7 first time we'd heard of it. 09:40</p> <p>8 BY MS. FERGUSON: 09:40</p> <p>9 Q. At the very end of this paragraph you go 09:40</p> <p>10 on to say: "That same day, I and each member of 09:40</p> <p>11 the executive team, along with my client, Josh 09:40</p> <p>12 Block, currently chief strategy officer of 09:40</p> <p>13 Songkick and at the time, client services manager, 09:40</p> <p>14 North America of CrowdSurge, read and analyzed the 09:40</p> <p>15 letter and had several discussions about the issue 09:40</p> <p>16 over the next weeks." 09:40</p> <p>17 So this was the first time that you and 09:40</p> <p>18 Mr. Block had discussed the fan club policy? 09:40</p> <p>19 MR. WOLFSON: Objection to form. 09:40</p> <p>20 Also terminology. Are you referring to the 2012 09:41</p> <p>21 document or previous versions of a document? 09:41</p> <p>22 MS. FERGUSON: Well, I'm talking 09:41</p> <p>23 about what he -- what he received, right? That's 09:41</p> <p>24 what this paragraph is in reference to. 09:41</p> <p>25 MR. WOLFSON: Okay. 09:41</p>

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<p>1 THE WITNESS: No. I don't believe 09:41 2 this is the first time that we had talked about 09:41 3 it. 09:41 4 BY MS. FERGUSON: 09:41 5 Q. When was the first time you talked about 09:41 6 it? 09:41 7 A. I couldn't tell you. I don't -- I don't 09:41 8 remember. 09:41 9 Q. Did you have multiple conversations with 09:41 10 Mr. Block prior to this time about the fan club 09:41 11 policy? 09:41 12 A. I don't remember. 09:41 13 Q. Was it the first time you discussed the 09:41 14 fan club policy with the executive team? 09:41 15 A. I don't remember. 09:41 16 Q. But earlier you testified that there were 09:41 17 some discussions in late 2011 about the fan club 09:41 18 policy, correct? 09:41 19 A. Correct. 09:41 20 Q. And who were those discussions with? 09:41 21 A. Well, yeah, I mean, I believe I sent it to 09:41 22 Matt Jones and Martyn and Ash. 09:41 23 Q. But you're not sure whether Mr. Block knew 09:41 24 about it at that time? 09:41 25 A. I don't know if Block was part of the 09:41</p>	<p>1 company at that time. I think he came shortly 09:41 2 after. 09:41 3 Q. Okay. So at the beginning of paragraph 8 09:41 4 it says: "The end result of these internal 09:42 5 conversations was the conclusion, again contrary 09:42 6 to Mr. Mead's assertions, that CrowdSurge's 09:42 7 ticketing platform did not yet provide the 09:42 8 technology needed to comply with the requirements 09:42 9 for fan club holdbacks." 09:42 10 Do you see that? 09:42 11 A. I do. 09:42 12 Q. And so earlier you testified that 09:42 13 CrowdSurge actually came to this conclusion 09:42 14 earlier in late 2011; is that correct? 09:42 15 A. Yeah, I believe so. 09:42 16 But we did not know the extent of what 09:42 17 this fan club policy was. It was the first time 09:42 18 we heard of it and we didn't hear about it again, 09:42 19 and never from directly from Ticketmaster, till 09:42 20 February. 09:42 21 Q. So what happened between 2011 and February 09:42 22 of 2012? 09:42 23 A. I don't believe we had any issues with any 09:42 24 of the artists that we were working with. I think 09:42 25 we -- we didn't understand what the extent of this 09:42</p>
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<p>1 was. We thought we were just being bullied. 09:42 2 Q. So -- so going back to what happened in 09:42 3 late 2011, were any presales shut down or not 09:42 4 allowed to go forward because they didn't comply 09:43 5 with the fan club policy? 09:43 6 A. I don't recall, but from my recollection, 09:43 7 the only ones were set from Ali McGregor. 09:43 8 Q. That's what when you mentioned the 09:43 9 Pitbull, Seal, et cetera? 09:43 10 A. Yes. 09:43 11 Q. So were those presales not allowed to go 09:43 12 forward? 09:43 13 A. Correct. 09:43 14 Q. So there were a number of presales that 09:43 15 were not allowed to go forward because of 09:43 16 Ticketmaster's fan club policy in late 2011? 09:43 17 A. After those, no. 09:43 18 Q. So those -- 09:43 19 A. After those, I don't know. 09:43 20 Q. Yeah, I'm just trying to understand the 09:43 21 timeline. 09:43 22 A. Sure. 09:43 23 Q. So there was a certain number that were 09:43 24 not allowed to go forward because of Ticketmaster 09:43 25 fan club policy sometime in late 2011? 09:43</p>	<p>1 A. Because of the email from Ali McGregor 09:43 2 informing us that we could not run them because 09:43 3 Ticketmaster says we can't. 09:43 4 Q. And then there was some period of time 09:43 5 where your testimony is that you didn't hear about 09:43 6 it again? 09:43 7 A. That I recall. 09:43 8 Q. And then you received an email in 09:43 9 February -- February 22, 2012? 09:43 10 A. Correct. 09:43 11 Q. So I want to talk a little bit about this 09:43 12 first sentence of paragraph 8 here. 09:44 13 Can you explain how CrowdSurge came to the 09:44 14 conclusion that its ticketing platform did not yet 09:44 15 provide the technology needed to comply with the 09:44 16 requirements for the fan club -- for fan club 09:44 17 holdbacks? 09:44 18 A. Yeah, I believe the main piece was we 09:44 19 didn't have a login mechanic. 09:44 20 Q. Can you explain why you thought -- why 09:44 21 that was the one piece that you thought was 09:44 22 missing? 09:44 23 A. Well, because everything else that was 09:44 24 required in the fan club policy, we were already 09:44 25 doing to serve fans and serve the artists. And 09:44</p>

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<p>1 the only thing we didn't have was a login mechanic 09:44</p> <p>2 to put those fans behind it. 09:44</p> <p>3 Q. Can you describe what a login mechanic is? 09:44</p> <p>4 A. It's a unique username and password. 09:44</p> <p>5 Q. And you said that you believe that 09:44</p> <p>6 everything else required in the fan club policy 09:44</p> <p>7 you were already doing to serve fans and artists. 09:44</p> <p>8 So can you describe to me what those requirements 09:44</p> <p>9 were that you thought you were meeting, that you 09:45</p> <p>10 came to the conclusion that you were -- were 09:45</p> <p>11 meeting at that time? 09:45</p> <p>12 A. Sure. The whole premise of our business 09:45</p> <p>13 is the experience around the engagement with fans. 09:45</p> <p>14 So the ticket is a big piece of that. I 09:45</p> <p>15 don't think you can pull that away, but there's a 09:45</p> <p>16 bunch of other pieces that we do around that. We 09:45</p> <p>17 add albums, we add merchandise to it, we have 09:45</p> <p>18 contesting, there's creative campaigns, a bunch of 09:45</p> <p>19 fan engagements we do around -- there's marketing. 09:45</p> <p>20 Q. So you're describing services that 09:45</p> <p>21 CrowdSurge provides to artists, correct? 09:45</p> <p>22 A. Correct. 09:45</p> <p>23 Q. Do you believe that's the same thing as a 09:45</p> <p>24 fan club? 09:45</p> <p>25 A. My definition of a fan club may be 09:45</p>	<p>1 different than what the fan club definition is by 09:45</p> <p>2 the policy of Ticketmaster. 09:45</p> <p>3 Q. Right. So what I'm asking you, though, is 09:46</p> <p>4 you're saying you made the determination that, not 09:46</p> <p>5 pursuant to your own definition, but pursuant -- 09:46</p> <p>6 A. By the policy. 09:46</p> <p>7 Q. -- to the fan club's policy that you 09:46</p> <p>8 complied? 09:46</p> <p>9 A. If I were to retroactively, in this 09:46</p> <p>10 hypothetical, go back and look at the services 09:46</p> <p>11 that we did, then, yes, I would say that we were 09:46</p> <p>12 covering all those except for the login mechanic. 09:46</p> <p>13 Q. And would that include, for example, not 09:46</p> <p>14 marketing a presale -- 09:46</p> <p>15 (Reporter asked for clarification.) 09:46</p> <p>16 BY MS. FERGUSON: 09:46</p> <p>17 Q. Oh, not marketing the presale to anyone 09:46</p> <p>18 except registered fan club members? 09:46</p> <p>19 A. By this definition, that would not be -- 09:46</p> <p>20 there wouldn't be a registered fan club member if 09:46</p> <p>21 we didn't have a login mechanic. 09:46</p> <p>22 Q. So you're equating the login with the fan 09:47</p> <p>23 club? 09:47</p> <p>24 MR. WOLFSON: Objection, misstates 09:47</p> <p>25 testimony. 09:47</p>
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<p>1 THE WITNESS: Yeah, I'm -- I'm only 09:47</p> <p>2 saying that we did not have a login mechanic back 09:47</p> <p>3 then, which was the one requirement we did not 09:47</p> <p>4 technologically have set up at that time. 09:47</p> <p>5 BY MS. FERGUSON: 09:47</p> <p>6 Q. So would you wrap in with the idea that -- 09:47</p> <p>7 that you didn't comply -- because of the login 09:47</p> <p>8 mechanic, would you wrap in other requirements 09:47</p> <p>9 related to that; for example, not marketing to 09:47</p> <p>10 anyone but registered fan club members? 09:47</p> <p>11 A. Can you restate the question. 09:47</p> <p>12 Q. Sure. So I'm just trying to understand 09:47</p> <p>13 which -- which requirements do you -- you thought 09:47</p> <p>14 you didn't comply with at the time, right? 09:47</p> <p>15 So -- so for example, you're saying you 09:47</p> <p>16 didn't have the login mechanic at that point. So 09:47</p> <p>17 I'm trying to -- to map that to -- to what 09:47</p> <p>18 requirements you -- CrowdSurge believed it did not 09:47</p> <p>19 comply with at that time. 09:47</p> <p>20 So because it didn't have a login 09:47</p> <p>21 mechanic, was CrowdSurge not compliant with 09:47</p> <p>22 requirements that artists' presale tickets could 09:47</p> <p>23 not be offered or marketed to anyone but 09:48</p> <p>24 registered fan club members? 09:48</p> <p>25 MR. WOLFSON: Objection to form. 09:48</p>	<p>1 THE WITNESS: Prior to 2012, I don't 09:48</p> <p>2 think that we were examining it or where the 09:48</p> <p>3 extent in which the fan club policy reached, and I 09:48</p> <p>4 don't believe that we were fully building towards 09:48</p> <p>5 fan club compliance or aware of exactly what was 09:48</p> <p>6 needed for fan club compliance on which venues and 09:48</p> <p>7 where. So I don't think we were thinking of the 09:48</p> <p>8 business in that way at that time, not until the 09:48</p> <p>9 letter in February of 2012. 09:48</p> <p>10 BY MS. FERGUSON: 09:48</p> <p>11 Q. Right. But I'm asking you what -- what -- 09:48</p> <p>12 you're saying that when you received it in 09:48</p> <p>13 February of 2012, you analyzed it and came to some 09:48</p> <p>14 conclusions about your business practices at the 09:48</p> <p>15 time based on that review, correct? 09:48</p> <p>16 A. Correct. 09:48</p> <p>17 Q. And so I'm trying to just figure out which 09:48</p> <p>18 requirements CrowdSurge thought it didn't comply 09:48</p> <p>19 with, based on the review that you did in February 09:48</p> <p>20 2012. 09:48</p> <p>21 A. Yeah, so -- 09:48</p> <p>22 MR. WOLFSON: Objection, form, and 09:48</p> <p>23 asked and answered. 09:48</p> <p>24 THE WITNESS: That doesn't mean I 09:48</p> <p>25 don't -- 09:48</p>

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<p>1 BY MS. FERGUSON: 09:48</p> <p>2 Q. Go ahead and answer. 09:48</p> <p>3 MR. WOLFSON: You still answer. 09:48</p> <p>4 BY MS. FERGUSON: 09:48</p> <p>5 Q. I know it's confusing. 09:48</p> <p>6 A. Yeah, I believe the main thing was the 09:49</p> <p>7 login mechanic, but after hearing you call out the 09:49</p> <p>8 marketing piece, which I wasn't thinking about the 09:49</p> <p>9 marketing piece, if it's required that it's for 09:49</p> <p>10 registered fan club members, then we were also not 09:49</p> <p>11 compliant in that regard as well. 09:49</p> <p>12 Q. What about the requirement that the 09:49</p> <p>13 primary message and purpose of the fan club was to 09:49</p> <p>14 promote the fan club and the artist and not to 09:49</p> <p>15 sell tickets which should be incidental to the fan 09:49</p> <p>16 club and only one of several forms of benefits 09:49</p> <p>17 being offered? 09:49</p> <p>18 A. Yeah, I believe we always considered 09:49</p> <p>19 ourselves a direct-to-consumer company. And the 09:49</p> <p>20 ticket was a piece to us creating that engagement 09:49</p> <p>21 with the artists and their fans. 09:49</p> <p>22 Q. And what were the other pieces? 09:49</p> <p>23 A. The pieces I stated earlier. 09:49</p> <p>24 Q. That was marketing? 09:49</p> <p>25 A. Marketing, contesting, exclusive content 09:49</p>	<p>1 along with the ticket, different creative 09:49</p> <p>2 campaigns. It's a number of different things. 09:50</p> <p>3 THE WITNESS: How do I do bathroom 09:50</p> <p>4 break? I've drank so much water already. 09:50</p> <p>5 MS. FERGUSON: That's fine, yes. 09:50</p> <p>6 THE VIDEOGRAPHER: Off the record at 09:50</p> <p>7 8:59. 09:50</p> <p>8 (Recess observed.) 09:50</p> <p>9 THE VIDEOGRAPHER: Back on the record 09:59</p> <p>10 at 9:59. 09:59</p> <p>11 BY MS. FERGUSON: 09:59</p> <p>12 Q. Okay. So, Mr. Glicker, I just want to 09:59</p> <p>13 unpack a few of the things you mentioned right 09:59</p> <p>14 before we took the break. 09:59</p> <p>15 You mentioned some of the different things 09:59</p> <p>16 that CrowdSurge does for its artists, clients, and 09:59</p> <p>17 you mentioned marketing, contesting, exclusive 09:59</p> <p>18 content, different creative campaigns. And so can 09:59</p> <p>19 you give me -- explain to me a little bit more 09:59</p> <p>20 what you mean by "contesting." 09:59</p> <p>21 A. Yeah, so generally we -- we figure out 09:59</p> <p>22 what would be something that's most exciting for a 10:00</p> <p>23 fan and that an artist has available that is 10:00</p> <p>24 fairly exclusive and very limited. And we'll run 10:00</p> <p>25 a contest directly for the fans to have a chance 10:00</p>
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<p>1 to win whatever that thing is. 10:00</p> <p>2 Q. And can you give an example of what that 10:00</p> <p>3 "thing" might be? 10:00</p> <p>4 A. Signed guitar, signed album. It could be 10:00</p> <p>5 a flyaway, meet-and-greet experience. Could be -- 10:00</p> <p>6 could be anything. It's really artist by artist, 10:00</p> <p>7 whatever that thing is that most connects with 10:00</p> <p>8 that fan base. 10:00</p> <p>9 Q. And do you do that for all artists or just 10:00</p> <p>10 some artists? 10:00</p> <p>11 A. Not everybody does a contest. 10:00</p> <p>12 Q. Can you give an estimate of how many -- 10:00</p> <p>13 A. Do a contest? 10:00</p> <p>14 Q. Yeah. 10:00</p> <p>15 A. I could -- I could not tell you. 10:00</p> <p>16 Q. The majority or -- 10:00</p> <p>17 A. Couldn't tell you. 10:00</p> <p>18 Q. Another you mentioned was "exclusive 10:00</p> <p>19 content." 10:00</p> <p>20 A. Uh-huh. 10:00</p> <p>21 Q. Can you describe that a little bit more? 10:00</p> <p>22 A. Yeah. So an artist will often have 10:00</p> <p>23 records -- songs that didn't make a record or 10:00</p> <p>24 video content that has not been released, could 10:00</p> <p>25 be, I mean, a live stream. Could be -- could be 10:01</p>	<p>1 anything that is -- is not available anywhere else 10:01</p> <p>2 but only for those fans. 10:01</p> <p>3 Q. And how many of your artists/clients do 10:01</p> <p>4 you do this for? 10:01</p> <p>5 A. Exclusive content? I think every one of 10:01</p> <p>6 them. But I couldn't -- I don't know -- I don't 10:01</p> <p>7 know every single campaign, so I couldn't tell you 10:01</p> <p>8 every piece, but -- 10:01</p> <p>9 Q. But a majority? 10:01</p> <p>10 A. Pretty much, yeah. 10:01</p> <p>11 Q. The other you mentioned was "creative 10:01</p> <p>12 campaigns." Can you describe that? 10:01</p> <p>13 A. Yeah. So a big part of our service is, 10:01</p> <p>14 you know, giving the artist an opportunity to 10:01</p> <p>15 speak directly to their fans and their voice and 10:01</p> <p>16 their branding, and so we create, again, with the 10:01</p> <p>17 same kind of thought process of -- this is 10:01</p> <p>18 different for every artist and every fan base, so 10:01</p> <p>19 we come up with unique campaigns that engage fans, 10:01</p> <p>20 whether it's Duran Duran, who we built -- what do 10:01</p> <p>21 they call it -- little, like, fortune puppets. 10:02</p> <p>22 And so for the fans, they would click on 10:02</p> <p>23 it, and we built this thing on the site, and it 10:02</p> <p>24 was a data capture campaign where we'd have the 10:02</p> <p>25 band members' names, and you click on it. It 10:02</p>

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<p>1 would open up, and you pick a number, and then it 10:02 2 would spit out a lyric from Duran Duran or some 10:02 3 sort of quote. And it created fan engagement, 10:02 4 something fun for the fans to do. 10:02 5 Q. And this would be on the artist's website? 10:02 6 A. Correct. 10:02 7 Q. You mentioned creating a login earlier. 10:02 8 Is this something that would be behind a login or 10:02 9 not behind a login? 10:02 10 A. Depends on the cycle -- depends on what 10:02 11 we're doing. So if it's a teaser campaign that's 10:02 12 related to nothing other than fan engagement, it 10:02 13 will be just wide open. If it has something to do 10:02 14 with the tour, then it will be behind a login. 10:02 15 But really, the creative campaigns are 10:02 16 generally dissociated from a tour. It's just more 10:02 17 about data captures. 10:03 18 Q. In terms of what exists behind the login, 10:03 19 is it what's associated with the tour, then? 10:03 20 A. No. What's behind the login is all the 10:03 21 other stuff that I mentioned, so exclusive 10:03 22 content, contesting -- 10:03 23 Q. That would be behind the login? 10:03 24 A. That would be behind the login. 10:03 25 In post-2012, once we became compliant, 10:03</p>	<p>1 there's a context to that answer, I guess. 10:03 2 Q. Post September 2012? 10:03 3 A. Post whenever we launched our fan 10:03 4 club-compliant product. 10:03 5 Q. And for creative campaigns, that's 10:03 6 something that you do for all artists? 10:03 7 A. All artists that have the band width or 10:03 8 the timing to allow us to run a creative campaign. 10:03 9 Q. Can you give a ballpark sense of how many 10:03 10 of your artist/clients you do that for? 10:03 11 A. Couldn't. 10:03 12 Q. A majority? No idea? 10:03 13 A. (Shaking head.) 10:03 14 Q. And can you answer verbally? 10:03 15 A. Sorry. Couldn't -- couldn't tell you. 10:03 16 Q. Thank you. 10:03 17 Okay. So just going back to the login 10:03 18 mechanic real quick, so I understand what that is. 10:04 19 Is the login mechanic anything besides a unique 10:04 20 login and password? 10:04 21 A. No. The login mechanic is the unique 10:04 22 username and password. 10:04 23 Q. Right. I'm just saying is that -- is 10:04 24 there anything besides that, or is it just the -- 10:04 25 it's just the login and the password? 10:04</p>
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<p>1 A. I mean, I don't know if, technically, the 10:04 2 scope of what is called the login mechanic has 10:04 3 other pieces of technical functionality other than 10:04 4 that, but to me, I -- I take it "login mechanic" 10:04 5 is a unique username and login. 10:04 6 Q. Okay. And that's the -- that's what it 10:04 7 is? 10:04 8 A. It's kind of a wall in which all things 10:04 9 live behind. You can't access it until you've 10:04 10 gone through that process. 10:04 11 Q. And some universe of things will live 10:04 12 behind that login? 10:04 13 A. I'm sorry? 10:04 14 Q. Some universe of things will then live 10:04 15 behind that login? 10:04 16 A. Yeah, all -- yes, yes. 10:04 17 Q. Depending on the artist? 10:04 18 A. Depending on -- depending on where we're 10:04 19 talking about in this conversation. I don't know. 10:04 20 Q. Have you turn to -- we're still on your 10:05 21 declaration, paragraph 17. 10:05 22 A. Which page? 10:05 23 Q. It's on page 9. 10:05 24 This is regarding Stephen Mead's claim 10:05 25 that Ticketmaster had sent several cease and 10:05</p>	<p>1 desist letters. Your declaration states: "That 10:05 2 never took place. I've conducted -- I've 10:05 3 conducted a review of the CrowdSurge business 10:05 4 records and have been unable to locate any cease 10:05 5 and desist letters sent to us by Ticketmaster 10:05 6 while Mr. Mead was at the company." 10:05 7 A. Where are we? Page 9. 10:05 8 Q. Page 9, paragraph 17. And it's -- 10:05 9 A. The declaration? 10:05 10 Q. No, sorry, the paragraph 17, right above 10:06 11 that. 10:06 12 A. Oh, gotcha. 10:06 13 Q. Right in the middle of that paragraph. Do 10:06 14 you see it says: "That never took place"? 10:06 15 A. I do. 10:06 16 Q. So it says: "That never took place. I 10:06 17 have conducted a review of the CrowdSurge business 10:06 18 records and have been unable to locate any cease 10:06 19 and desist letter sent to us from Ticketmaster 10:06 20 while Mr. Mead was at the company. The only 10:06 21 written communications we received from 10:06 22 Ticketmaster before Mr. Mead left the company in 10:06 23 July of 2012 were Mr. Schmale's February 2012 10:06 24 email in which he told us about the fan club 10:06 25 policy." 10:06</p>

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<p>1 big shock that a whole piece to our growth in new 10:42 2 products was going to be an issue, at least in 10:42 3 North America. 10:42 4 Q. And so you mentioned the reason for this 10:42 5 being that -- that Facebook wasn't an artist site. 10:43 6 And so did you understand that that was a piece of 10:43 7 Ticketmaster's fan club policy that it didn't 10:43 8 comply with? 10:43 9 A. I think we understood it as -- 10:43 10 MR. WOLFSON: Objection to form of 10:43 11 that question. 10:43 12 THE WITNESS: I think we understood 10:43 13 it as Ticketmaster took issue with us selling not 10:43 14 on an artist site. 10:43 15 BY MS. FERGUSON: 10:43 16 Q. You didn't know why? 10:43 17 A. I mean, I don't -- I don't know. 10:43 18 Q. You're not sure? 10:43 19 A. I'm not sure. 10:43 20 Q. Do you know whether you were familiar with 10:43 21 Ticketmaster's fan club policy at this time? 10:43 22 A. Again, I don't remember the timing of when 10:43 23 we got this. There was a slow enlightenment to 10:43 24 understanding the Ticketmaster fan club policy. 10:43 25 Q. Do you know whether CrowdSurge took down 10:43</p>	<p>1 the Brett Dennen presale, as requested in this 10:43 2 email? 10:43 3 A. I don't know. 10:43 4 Q. After receiving this email from Lucy 10:43 5 Kozak, do you recall internal discussions at 10:43 6 CrowdSurge about Ticketmaster's fan club policy? 10:43 7 A. I don't remember. 10:44 8 Q. About whether CrowdSurge complied with 10:44 9 that policy? 10:44 10 A. No, I don't remember conversations. 10:44 11 Q. Okay. You can put that one aside. 10:44 12 MS. FERGUSON: We are on Exhibit 168. 10:44 13 (Exhibit 168 was marked.) 10:44 14 BY MS. FERGUSON: 10:44 15 Q. This is an email from Matt Jones to Ashley 10:44 16 Dexter, Stephen Mead, Martyn Noble, and Jacqui 10:44 17 Noble. 10:44 18 So you're not on this email, but do you 10:45 19 recognize it at all? 10:45 20 A. Nope. 10:45 21 Q. Do you recall ever seeing this document in 10:45 22 September of 2011? 10:45 23 A. I don't remember. 10:45 24 Q. Do you know whether it was forwarded to 10:45 25 you? 10:45</p>
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<p>1 A. I'm not sure. This could be the 10:45 2 Ticketmaster-forwarded email that I was referring 10:45 3 to before. I'm not sure. 10:45 4 Q. And you said that you recalled seeing that 10:45 5 in -- sometime in late 2011, correct? 10:45 6 MR. WOLFSON: Objection, misstates 10:45 7 testimony. 10:45 8 THE WITNESS: Well, yeah. So I'm 10:45 9 saying this could be that. I don't know. 10:45 10 BY MS. FERGUSON: 10:45 11 Q. Well, take a look at the bottom email 10:45 12 from -- from Greg Schmale to Lucy Kozak. 10:45 13 A. Okay. 10:45 14 Q. Do you recognize that as what you saw in 10:45 15 late 2011? 10:45 16 A. Again, I don't remember. There's been so 10:45 17 many iterations of this, I really could not tell 10:46 18 you. 10:46 19 Q. Do you have Exhibit 164 handy? 10:46 20 A. Yeah. 10:46 21 Q. If you'll just pull that out and just take 10:46 22 a look and let me know whether -- what Matt Jones 10:46 23 sent to you on February 3, 2013, as a reminder of 10:46 24 what Ticketmaster's guidelines are is the same as 10:46 25 what Greg Schmale sent to Lucy Kozak in this 10:46</p>	<p>1 email. 10:46 2 It has A through E in that final paragraph 10:47 3 that we discussed earlier. 10:47 4 A. Yeah, it looks like the same content. 10:47 5 Q. In Matt Jones' email he says something 10:47 6 about, "We need to talk about at HOD." 10:47 7 Do you recall being at a meeting in 10:47 8 September 2011 to discuss this? 10:47 9 A. I don't. I'm not on that email. Or it 10:47 10 depends on which one you're referring to. 10:47 11 Q. Yeah, sorry, I'm back to 168 now. 10:47 12 A. Yep. I'm not -- 10:47 13 Q. I'm just asking -- 10:47 14 A. -- on that email. 10:47 15 Q. -- if you recall being in any meetings in 10:47 16 this time period to discuss the Ticketmaster fan 10:47 17 club policy? 10:47 18 A. I don't. 10:47 19 Q. So do you know whether, after receiving 10:47 20 this copy of Ticketmaster's fan club policy in 10:48 21 September 2011, CrowdSurge took any steps to make 10:48 22 sure it was complying with the fan club policy? 10:48 23 A. Again, we, when we first received this to 10:48 24 the best of my recollection, did not know what the 10:48 25 extent of this was, how far it reached, what it 10:48</p>

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<p>1 meant for our business. And so I'm not sure what 10:48</p> <p>2 steps we took until we received the email from 10:48</p> <p>3 Greg Schmale in February of 2012. 10:48</p> <p>4 Q. Well, earlier you testified that in late 10:48</p> <p>5 2011, based on what you received from Lucy Kozak 10:48</p> <p>6 or Ali McGregor, you determined that CrowdSurge 10:48</p> <p>7 was not compliant with that policy, correct? 10:48</p> <p>8 MR. WOLFSON: Objection to form. 10:48</p> <p>9 Misstates testimony. 10:48</p> <p>10 THE WITNESS: I don't remember 10:48</p> <p>11 exactly what I said to you on that -- 10:48</p> <p>12 BY MS. FERGUSON: 10:48</p> <p>13 Q. Well, in -- 10:48</p> <p>14 A. -- exact question. 10:48</p> <p>15 Q. You heard about the fan club policy in 10:48</p> <p>16 late 2011 -- 10:48</p> <p>17 A. Yes. 10:48</p> <p>18 Q. -- correct? 10:48</p> <p>19 And you said based on what you received, 10:48</p> <p>20 you received a forward of something from Ali 10:48</p> <p>21 McGregor or Lucy Kozak. This is a forward here 10:49</p> <p>22 from Lucy Kozak. You said based on that, 10:49</p> <p>23 CrowdSurge determined it was not compliant with 10:49</p> <p>24 that policy -- 10:49</p> <p>25 A. Yeah, at that -- yeah, yeah, yeah, at that 10:49</p>	<p>1 time we did not -- 10:49</p> <p>2 Q. -- in late 2011? 10:49</p> <p>3 A. -- we did not meet what that policy said. 10:49</p> <p>4 Q. Okay. And this particular document, when 10:49</p> <p>5 you were reviewing CrowdSurge's business records 10:49</p> <p>6 in preparing your declaration, did you find this 10:49</p> <p>7 document? 10:49</p> <p>8 A. Preparing for -- sorry? 10:49</p> <p>9 Q. Your declaration -- 10:49</p> <p>10 A. Oh -- 10:49</p> <p>11 Q. -- the search you did of CrowdSurge's 10:49</p> <p>12 business records for your declaration. 10:49</p> <p>13 A. I don't remember. 10:49</p> <p>14 Q. You don't mention this document in your 10:49</p> <p>15 declaration, do you? 10:49</p> <p>16 A. You mentioned that before. Yeah, I guess 10:49</p> <p>17 I didn't. 10:49</p> <p>18 Q. In your declaration -- we talked about 10:50</p> <p>19 this before, but in your declaration you said that 10:50</p> <p>20 (as read): "I have conducted a review of the 10:50</p> <p>21 CrowdSurge business records. And the only written 10:50</p> <p>22 communications we received from Ticketmaster 10:50</p> <p>23 before Mr. Mead left the company in July 2012 were 10:50</p> <p>24 Mr. Schmale's February 2012 email in which he told 10:50</p> <p>25 us about the fan club policy." 10:50</p>
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<p>1 Do you recall that? 10:50</p> <p>2 A. Yeah, again, the context was in reference 10:50</p> <p>3 to the cease and desist. 10:50</p> <p>4 Q. Right. We talked about that before, 10:50</p> <p>5 though. You referenced -- 10:50</p> <p>6 A. Sure. 10:50</p> <p>7 Q. -- cease and desist, but then you say you 10:50</p> <p>8 looked at the business records and the only 10:50</p> <p>9 written communications you received from 10:50</p> <p>10 Ticketmaster, so broader? 10:50</p> <p>11 A. Right. We hadn't received anything from 10:50</p> <p>12 Ticketmaster. 10:50</p> <p>13 Q. You can put those aside. Thank you. 10:50</p> <p>14 So in saying you didn't receive anything 10:51</p> <p>15 from Ticketmaster, you had received this forward 10:51</p> <p>16 from Greg Schmale, though, correct? 10:51</p> <p>17 MR. WOLFSON: Objection to form, 10:51</p> <p>18 misstates declaration testimony. 10:51</p> <p>19 THE WITNESS: No, we received from 10:51</p> <p>20 Lucy Kozak. 10:51</p> <p>21 BY MS. FERGUSON: 10:51</p> <p>22 Q. But this -- this copy of the policy came 10:51</p> <p>23 directly from Greg Schmale, correct? 10:51</p> <p>24 MR. WOLFSON: Objection, form. 10:51</p> <p>25 Misstates the document. 10:51</p>	<p>1 THE WITNESS: Yeah, I mean, he sent 10:51</p> <p>2 an email to Lucy Kozak, Lucy Kozak sent us an 10:51</p> <p>3 email. 10:51</p> <p>4 BY MS. FERGUSON: 10:51</p> <p>5 Q. And you -- you received that email from 10:51</p> <p>6 Greg Schmale, which says here, "Here's the current 10:51</p> <p>7 fan club policy," correct? 10:51</p> <p>8 A. We received an email from Lucy Kozak that 10:51</p> <p>9 was a forward of an email she received from Greg 10:51</p> <p>10 Schmale. 10:51</p> <p>11 Q. So your declaration simply meant not that 10:51</p> <p>12 you hadn't received anything, but that you hadn't 10:51</p> <p>13 received anything directly from Ticketmaster? 10:51</p> <p>14 A. Correct. 10:51</p> <p>15 MS. FERGUSON: We're running out of 10:52</p> <p>16 tape. 10:52</p> <p>17 THE VIDEOGRAPHER: Going off the 10:52</p> <p>18 record at 10:51. 10:52</p> <p>19 (Recess observed.) 10:52</p> <p>20 THE VIDEOGRAPHER: Back on the record 11:02</p> <p>21 at 11:02. 11:02</p> <p>22 BY MS. FERGUSON: 11:02</p> <p>23 Q. Okay. So I want to go back to the last 11:02</p> <p>24 thing you said before we took the break. 11:02</p> <p>25 So you testified that your declaration 11:02</p>

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<p>1 from Greg Schmale. 11:31</p> <p>2 Q. And when you refer to the "capabilities to 11:31</p> <p>3 comply," are you referring to the login we 11:31</p> <p>4 discussed earlier? 11:31</p> <p>5 A. I am. 11:31</p> <p>6 Q. Anything else? 11:31</p> <p>7 A. Not to my knowledge. Or again, to the 11:31</p> <p>8 thread that we talked about before, if we don't 11:31</p> <p>9 have a login mechanic, then the fans are not 11:31</p> <p>10 behind the registration, so then the marketing 11:31</p> <p>11 would also apply to that. 11:31</p> <p>12 Q. So if the fans are behind a login, it 11:32</p> <p>13 automatically becomes a fan club? 11:32</p> <p>14 MR. WOLFSON: Objection, misstates 11:32</p> <p>15 testimony. 11:32</p> <p>16 THE WITNESS: No. That's the one 11:32</p> <p>17 piece that I stated was not currently available in 11:32</p> <p>18 our technology as it related to Ticketmaster's fan 11:32</p> <p>19 club policy. 11:32</p> <p>20 BY MS. FERGUSON: 11:32</p> <p>21 Q. You also say here that you "didn't have 11:32</p> <p>22 the capabilities to comply with recently received 11:32</p> <p>23 requirements," but CrowdSurge received a copy of 11:32</p> <p>24 those requirements earlier, right? 11:32</p> <p>25 MR. WOLFSON: Objection, form. 11:32</p>	<p>1 THE WITNESS: Which question? There 11:32</p> <p>2 are two questions there. That we complied with 11:32</p> <p>3 the recently received or that we received 11:32</p> <p>4 something through Lucy and Ali earlier? 11:32</p> <p>5 BY MS. FERGUSON: 11:32</p> <p>6 Q. So it says that you recognize you didn't 11:32</p> <p>7 have the "capabilities to comply with the recently 11:32</p> <p>8 received requirements," right? 11:32</p> <p>9 A. Correct. 11:32</p> <p>10 Q. Okay. But CrowdSurge had received a copy 11:32</p> <p>11 of those requirements many months earlier, 11:32</p> <p>12 correct? 11:32</p> <p>13 MR. WOLFSON: Objection. 11:32</p> <p>14 THE WITNESS: We had received the 11:32</p> <p>15 forward from Lucy and Ali. 11:32</p> <p>16 BY MS. FERGUSON: 11:33</p> <p>17 Q. The forward from Greg Schmale? 11:33</p> <p>18 A. That Greg Schmale wrote to Lucy and Ali 11:33</p> <p>19 that they then forwarded to us. 11:33</p> <p>20 Q. Right. 11:33</p> <p>21 So at this point, you'd aware of the 11:33</p> <p>22 policy for nearly a year? 11:33</p> <p>23 A. Again, we had no idea -- sorry. 11:33</p> <p>24 MR. WOLFSON: Just objection to form. 11:33</p> <p>25 THE WITNESS: Yeah, we had no idea 11:33</p>
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<p>1 the scope, if this was a one-off or if this was 11:33</p> <p>2 pervasive. We are a global company. We work in 11:33</p> <p>3 other territories. We had no idea what this 11:33</p> <p>4 really meant. Not until Greg Schmale sent this 11:33</p> <p>5 email did it really start shining a light on it, 11:33</p> <p>6 from my recollection. 11:33</p> <p>7 BY MS. FERGUSON: 11:33</p> <p>8 Q. So over the course of the prior year, 11:33</p> <p>9 CrowdSurge was conducting or attempting to conduct 11:33</p> <p>10 artist presales of Ticketmaster venues, right? 11:33</p> <p>11 A. Correct. 11:33</p> <p>12 Q. Even though CrowdSurge knew it doesn't 11:33</p> <p>13 have the capabilities to comply with 11:33</p> <p>14 Ticketmaster's fan club policy? 11:33</p> <p>15 A. Again, we didn't know about the fan club 11:33</p> <p>16 policy, so we didn't know we were doing anything 11:33</p> <p>17 wrong. 11:33</p> <p>18 Q. Well, earlier you said that you, at least, 11:33</p> <p>19 learned about the fan club policy sometime in late 11:34</p> <p>20 2011, right? 11:34</p> <p>21 A. Sure, in relation to Lucy and Ali's email. 11:34</p> <p>22 Q. But at that time, CrowdSurge determined 11:34</p> <p>23 that it did not comply with that policy, correct? 11:34</p> <p>24 A. Correct. 11:34</p> <p>25 Q. But it was still attempting to conduct 11:34</p>	<p>1 presales at Ticketmaster venues? 11:34</p> <p>2 A. Yeah, because we didn't know if this was a 11:34</p> <p>3 one-off or if this related to every room in the 11:34</p> <p>4 country, if it was global. We had no idea. It's 11:34</p> <p>5 the only time we heard anything, so.... 11:34</p> <p>6 Q. In the last sentence of this paragraph, 11:34</p> <p>7 rather long, do you see where it says: 11:34</p> <p>8 "CrowdSurge informed artist managers"? 11:34</p> <p>9 A. I'm sorry. Where? 11:34</p> <p>10 Q. Starting at the end of line 9. 11:34</p> <p>11 A. (Reviewing.) 11:34</p> <p>12 Yep. 11:34</p> <p>13 Q. It says: "CrowdSurge informed artist 11:34</p> <p>14 managers and agents following February 22, 2012, 11:34</p> <p>15 and through the spring of that year that, 1) they 11:34</p> <p>16 could either utilize CrowdSurge's services in 11:34</p> <p>17 conjunction with an existing fan club in order to 11:35</p> <p>18 proceed with a 'fan club holdback' presale; 2), 11:35</p> <p>19 they could consent or a waiver from the venue and 11:35</p> <p>20 Ticketmaster to" -- sorry -- "they could seek 11:35</p> <p>21 consent or a 'waiver' from the venue and 11:35</p> <p>22 Ticketmaster to proceed with an 'other holdback' 11:35</p> <p>23 sale; or 3), CrowdSurge would have to decline to 11:35</p> <p>24 host a presale for the venue in question." 11:35</p> <p>25 A. Correct. 11:35</p>

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<p>1 Q. So why did CrowdSurge wait until 11:35 2 February -- after February 22, 2012, to 11:35 3 communicate this to managers? 11:35 4 A. Like I said, not until this time did we 11:35 5 know that this was actually something that was a 11:35 6 broader issue than those specific artists that 11:35 7 were targeted through Ali and Lucy. So at this 11:35 8 point, we knew this was real, and as you can 11:35 9 clearly see, we did everything in our efforts to 11:35 10 make sure we were compliant or we didn't do the 11:35 11 sale. 11:35 12 Q. There were a number of presales in 2011 11:35 13 that were not allowed to go forward, correct? 11:35 14 A. Other than the ones that I stated, I don't 11:35 15 know. 11:35 16 Q. Well, you stated that there were several, 11:36 17 correct? 11:36 18 A. Only stated that the ones that we received 11:36 19 through Ali and Lucy. 11:36 20 Q. But there was more than one artist presale 11:36 21 that was not allowed to go forward as part of 11:36 22 that? 11:36 23 A. Yes. That one moment, yes. 11:36 24 Q. And because, at that point, it had been 11:36 25 limited to that universe of artists related to Ali 11:36</p>	<p>1 McGregor and Lucy Kozak, that was why you decided 11:36 2 not to communicate this point in your declaration 11:36 3 here to managers in January 2012? 11:36 4 MR. WOLFSON: Objection, form. 11:36 5 THE WITNESS: Again, we didn't know 11:36 6 the extent. 11:36 7 BY MS. FERGUSON: 11:36 8 Q. So you knew it existed, but you didn't 11:36 9 know the extent to which it was enforced? 11:36 10 A. We -- we didn't know the extent of where 11:36 11 it applied, we didn't know the extent of anything. 11:36 12 We -- you know, I -- I don't know how many rooms 11:36 13 or Ticketmaster, I don't know what their deals 11:36 14 say. I don't know -- we didn't know any of that 11:36 15 stuff. 11:36 16 Q. One of the things you say here, point 1) 11:36 17 in this sentence we just read: "They could either 11:37 18 utilize CrowdSurge's services in conjunction with 11:37 19 an existing fan club in order to proceed with a 11:37 20 'fan club holdback' presale." 11:37 21 A. Uh-huh. 11:37 22 Q. So that's what you informed artists, 11:37 23 managers and agents after February 22, 2012? 11:37 24 A. Correct. 11:37 25 Q. But this paragraph also says that at this 11:37</p>
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<p>1 point, CrowdSurge recognized that it did not have 11:37 2 the capabilities to do a fan club holdback 11:37 3 presale, right? 11:37 4 A. Correct, on our own. 11:37 5 Q. What do you mean "on your own"? 11:37 6 A. So what that says is with an existing fan 11:37 7 club, so there are plenty of other services out 11:37 8 there that act as fan clubs, and we could power 11:37 9 within that fan club to make sure that we were 11:37 10 compliant because we didn't quite have that 11:37 11 initial technology. 11:37 12 Q. So can you describe those other services? 11:37 13 MR. WOLFSON: Objection, form. 11:38 14 THE WITNESS: What other services? 11:38 15 BY MS. FERGUSON: 11:38 16 Q. Well, you were saying that -- you said 11:38 17 there were plenty of services out there that act 11:38 18 as fan clubs. I'm just asking you to describe 11:38 19 what those were. 11:38 20 A. Oh, yeah. There were other companies out 11:38 21 there that ran fan clubs, so we could be the 11:38 22 technology behind their fan club or within their 11:38 23 fan club. 11:38 24 Q. Okay. So when you say that "CrowdSurge 11:38 25 did not have the capabilities to comply," you 11:38</p>	<p>1 simply mean CrowdSurge on its own? 11:38 2 A. Exactly. 11:38 3 Q. But if it worked in conjunction with -- 11:38 4 A. Another technology, then we -- then we 11:38 5 would be fully compliant. 11:38 6 Q. And what was it about those other 11:38 7 technologies that would make it fully compliant? 11:38 8 A. I mean, the main piece, again, that we did 11:38 9 not have in place, at the time, was the login 11:38 10 mechanic and companies had that, so they would be 11:38 11 able to host the wall and then we would be able to 11:38 12 be behind that wall. 11:38 13 Q. So it was just the login? 11:38 14 A. I'm sure they did other services, but that 11:38 15 was the main piece that would then make us 11:39 16 compliant. 11:39 17 Q. Do you recall what those other services 11:39 18 were? 11:39 19 A. Different companies do different things. 11:39 20 Q. Any examples? 11:39 21 A. I mean, there's subscription services 11:39 22 companies do, there's message boards. I mean, 11:39 23 there's a bunch of stuff fan club companies do. 11:39 24 Q. And were all of those other services 11:39 25 things CrowdSurge was unable to do at this time in 11:39</p>

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<p>1 February 2012? 11:39</p> <p>2 A. No, we could do -- well, we didn't do a 11:39</p> <p>3 message board and we didn't do subscription 11:39</p> <p>4 services. So subscription services would be, 11:39</p> <p>5 like, a paid reoccurring payment. 11:39</p> <p>6 Q. Can you give me an example of some of the 11:39</p> <p>7 companies that provided the services you worked 11:39</p> <p>8 with. 11:39</p> <p>9 A. Sure. At the time I think there was 11:39</p> <p>10 Bubble Up, Ground Control and MCN, I think, were 11:39</p> <p>11 the main ones at that point in time. Or Artist 11:40</p> <p>12 Arena, I think, also may have had -- 11:40</p> <p>13 Q. Did you say MCN? 11:40</p> <p>14 A. Yeah, Music City Networks, I think is what 11:40</p> <p>15 it stands for. 11:40</p> <p>16 Q. And did you work with those companies on 11:40</p> <p>17 presales during this time period? 11:40</p> <p>18 A. I believe so, but I'd need to look at a 11:40</p> <p>19 client list at that time to see who we worked with 11:40</p> <p>20 and what we worked with them on. 11:40</p> <p>21 Q. During this period in 2012, where 11:40</p> <p>22 CrowdSurge determined that it could not 11:40</p> <p>23 independently be compliant, during that time 11:40</p> <p>24 period when CrowdSurge tried to run a fan club 11:40</p> <p>25 presale, did it always work with one of these 11:40</p>	<p>1 companies? 11:40</p> <p>2 A. No. We're a global company, so when we 11:40</p> <p>3 work in UK and Europe, we don't have to -- there 11:40</p> <p>4 is no fan club policy. 11:40</p> <p>5 Q. How about in the U.S.? 11:40</p> <p>6 A. In the U.S. there's plenty of rooms that 11:40</p> <p>7 aren't Ticketmaster that -- I mean, there are 11:40</p> <p>8 rooms, rather, that are not Ticketmaster that 11:40</p> <p>9 don't require fan club policy -- 11:40</p> <p>10 Q. Okay. So if you're trying -- 11:41</p> <p>11 A. Access or Ticketfly. 11:41</p> <p>12 Q. So if you're trying to run a fan club 11:41</p> <p>13 presale in Ticketmaster venue in 2012, in this 11:41</p> <p>14 time period, talking about CrowdSurge -- 11:41</p> <p>15 A. Uh-huh. 11:41</p> <p>16 Q. -- and whether it was compliant, did 11:41</p> <p>17 CrowdSurge always work with one of these companies 11:41</p> <p>18 to do that? 11:41</p> <p>19 A. No. Like it says here, we'd work with an 11:41</p> <p>20 existing fan club, or the artist would request a 11:41</p> <p>21 waiver. And if they didn't do either one of the 11:41</p> <p>22 first two, then we wouldn't work with them. 11:41</p> <p>23 Q. So the second thing that you mentioned is 11:41</p> <p>24 the waiver. So just putting that aside, because 11:41</p> <p>25 that's what I understand you were saying the other 11:41</p>
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<p>1 holdbacks category is, right? 11:41</p> <p>2 A. Correct. 11:41</p> <p>3 Q. Your declaration describes two categories, 11:41</p> <p>4 other holdbacks category that you described, and 11:41</p> <p>5 then fan club presale category, right? 11:41</p> <p>6 A. Correct. 11:41</p> <p>7 Q. Okay. And so just talking about one, 11:41</p> <p>8 putting the other aside. So if, during this time 11:41</p> <p>9 period, CrowdSurge was trying to run a fan club 11:41</p> <p>10 presale, so not the other holdback waiver -- 11:41</p> <p>11 A. Sure. 11:41</p> <p>12 Q. -- at Ticketmaster venues in the U.S., did 11:41</p> <p>13 it always work with one of these companies you 11:41</p> <p>14 mentioned? 11:42</p> <p>15 A. To be compliant, we would always have to 11:42</p> <p>16 work with one of those companies. 11:42</p> <p>17 Q. Okay. When you were pitching your 11:42</p> <p>18 business to artists and managers during this time 11:42</p> <p>19 period, did you explain to artists that if they 11:42</p> <p>20 didn't obtain a waiver from Ticketmaster or the 11:42</p> <p>21 venue, and if they didn't have a fan club policy 11:42</p> <p>22 that Ticketmaster -- if they didn't have a fan 11:42</p> <p>23 club, sorry -- that Ticketmaster could refuse to 11:42</p> <p>24 allow the off-platform presale? 11:42</p> <p>25 A. During this time period? 11:42</p>	<p>1 Q. Yeah. 11:42</p> <p>2 A. Yes. February -- after the email from 11:42</p> <p>3 Greg Schmale, yes, we did, every meeting. 11:42</p> <p>4 Q. And were artists and managers, or other 11:42</p> <p>5 representatives, okay with that approach? 11:42</p> <p>6 A. Initially, yeah. 11:42</p> <p>7 Q. So if -- just flip the page one over in 11:43</p> <p>8 your declaration to page 6, paragraph 11. 11:43</p> <p>9 So you describe here that during this time 11:43</p> <p>10 period -- it says: "Between February 2012 until 11:43</p> <p>11 late June 2012, venues and Ticketmaster routinely 11:43</p> <p>12 agreed to requests from CrowdSurge clients for 11:43</p> <p>13 waivers." 11:43</p> <p>14 That's the other holdback sales we 11:43</p> <p>15 discussed earlier, right? 11:43</p> <p>16 A. Uh-huh. 11:43</p> <p>17 Q. The next sentence says: "Despite having 11:43</p> <p>18 routinely granted these waivers for several 11:43</p> <p>19 months, Ticketmaster advised a CrowdSurge client 11:43</p> <p>20 in late June 2012 they would no longer consider 11:43</p> <p>21 such exceptions to its policies." 11:44</p> <p>22 Do you see that? 11:44</p> <p>23 A. Uh-huh. 11:44</p> <p>24 Q. So the idea that CrowdSurge could conduct 11:44</p> <p>25 presales at Ticketmaster venues, even if there 11:44</p>

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<p>1 our way forward in time. 11:52</p> <p>2 A. Okay. 11:52</p> <p>3 Q. So the base email is from someone named 11:52</p> <p>4 Stephanie at Live Nation to Stephen Mead and Jake 11:52</p> <p>5 Cohen at CrowdSurge and others at Live Nation. 11:52</p> <p>6 The subject line is "Yelowolf HOB Chicago." 11:52</p> <p>7 Does that refer to House of Blues Chicago? 11:52</p> <p>8 A. Yeah, I believe so. 11:52</p> <p>9 Q. Stephanie writes in her email: "Please 11:52</p> <p>10 read the attached Fan Club Policy, and respond 11:53</p> <p>11 with your agreement." 11:53</p> <p>12 Is this -- would you receive requests like 11:53</p> <p>13 this from venues or promoters to agree to fan club 11:53</p> <p>14 policy? 11:53</p> <p>15 A. Yeah, I believe so. 11:53</p> <p>16 Q. Do you recall when that started happening? 11:53</p> <p>17 A. I don't. 11:53</p> <p>18 Q. And so if you go further up the email 11:53</p> <p>19 chain, Zach Quillen writes to someone at Live 11:53</p> <p>20 Nation named Michael. It says: "The things 11:53</p> <p>21 included that CrowdSurge takes issue with," in 11:53</p> <p>22 reference to the fan club policy, says: Pretty 11:53</p> <p>23 much the entirety of section B. This is the part 11:53</p> <p>24 of being a 'legitimate fan club' which we, or 11:53</p> <p>25 they, are not. This is just a presale. Not a 11:53</p>	<p>1 'fan club,' per se." 11:53</p> <p>2 So who's Zach Quillen? 11:53</p> <p>3 A. He was, I think, both the agent and the 11:54</p> <p>4 manager at the time. I don't know if that's -- he 11:54</p> <p>5 was my direct contact, I think. He was at the 11:54</p> <p>6 agency group, yeah. 11:54</p> <p>7 Q. He's stating here that the artist, 11:54</p> <p>8 Yelowolf, does not have a legitimate fan club? 11:54</p> <p>9 A. He is. 11:54</p> <p>10 Q. Later you respond on the next page over 11:54</p> <p>11 says, "Hey, Zach, just to clarify, we don't have 11:54</p> <p>12 any issues with it, we just can't sign it because 11:54</p> <p>13 the setup for Yelowolf is not compliant." 11:54</p> <p>14 A. Correct. 11:54</p> <p>15 Q. Do you see that? 11:54</p> <p>16 A. I do. 11:54</p> <p>17 Q. And in this instance, did you reach out in 11:54</p> <p>18 advance to obtain a waiver from Ticketmaster and 11:54</p> <p>19 the venue to conduct a presale? 11:54</p> <p>20 A. I don't know. It's not my -- my job is 11:54</p> <p>21 not the outreach piece, so.... 11:54</p> <p>22 Q. So you just don't know? 11:54</p> <p>23 A. I don't know. 11:54</p> <p>24 Q. So you're acknowledging here that Yelowolf 11:54</p> <p>25 isn't compliant. What was your understanding of 11:54</p>
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<p>1 why they weren't compliant? 11:54</p> <p>2 A. I'd have to see the exact attachment to 11:55</p> <p>3 this one to see what Zach is calling out of 11:55</p> <p>4 Section B, but -- 11:55</p> <p>5 (Reviewing.) 11:55</p> <p>6 It's probably the login mechanic is what I 11:55</p> <p>7 can imagine. 11:55</p> <p>8 Q. Well, so this is June 2012, right? 11:55</p> <p>9 A. Yes. 11:55</p> <p>10 Q. So this is after Ticketmaster has released 11:55</p> <p>11 its January 1, 2012, copy of the fan club policy, 11:55</p> <p>12 right? 11:55</p> <p>13 A. Is that the one we received from Greg 11:55</p> <p>14 Schmale in February? 11:55</p> <p>15 Q. Yeah, and the one we walked through this 11:55</p> <p>16 morning. 11:55</p> <p>17 A. Okay, yeah, that's the one that we 11:55</p> <p>18 received from Greg Schmale -- 11:55</p> <p>19 Q. Right. 11:55</p> <p>20 A. -- yes. 11:55</p> <p>21 Q. So just to give you some context on that 11:55</p> <p>22 Section B, which Zach Quillen is referring to 11:55</p> <p>23 here, is the past practices define what 11:55</p> <p>24 constitutes legitimate fan club. 11:55</p> <p>25 A. Which exhibit are we looking at, 162? 11:55</p>	<p>1 Q. It is 162. 11:55</p> <p>2 A. Okay. Let's see. 11:55</p> <p>3 Q. See the Subsection B? 11:55</p> <p>4 A. (Reviewing.) 11:56</p> <p>5 Okay. 11:56</p> <p>6 Q. So here the manager is saying the things 11:56</p> <p>7 that CrowdSurge takes issue with, pretty much the 11:56</p> <p>8 entirety of Section B. 11:56</p> <p>9 A. Again, I completely clarify that in my 11:56</p> <p>10 response; we don't have issues with any of that. 11:56</p> <p>11 That's what he says. 11:56</p> <p>12 Q. Okay. So you're saying just because the 11:56</p> <p>13 setup is not compliant? 11:56</p> <p>14 A. Yeah, I'm telling him that it's not 11:56</p> <p>15 compliant, so we can't sign anything saying that 11:56</p> <p>16 we're compliant because that wouldn't -- we're not 11:56</p> <p>17 compliant. 11:56</p> <p>18 Q. And the noncompliance refers to what? 11:56</p> <p>19 A. I don't know because we don't have an 11:56</p> <p>20 explanation here of all the specific details of 11:56</p> <p>21 his setup at the time -- 11:56</p> <p>22 Q. Okay. 11:56</p> <p>23 A. -- other than him calling out the 11:56</p> <p>24 Section B piece. 11:56</p> <p>25 Q. Okay. 11:56</p>

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<p>1 A. But, again, the only thing, at the time, 11:56 2 that I knew was the login piece, as far as our 11:56 3 functionality. 11:57 4 Q. Okay. So the next email in the chain is 11:57 5 from Greg Schmale. He says: Thanks for the 11:57 6 email, and my apologies that no one has shared 11:57 7 with you what Ticketmaster's fan club policy 11:57 8 allows as it relates to direct consumer 11:57 9 ticketing." 11:57 10 Do you see that? 11:57 11 A. I do. 11:57 12 Q. So had CrowdSurge not shared the fan club 11:57 13 policy with the artist or the artist management? 11:57 14 MR. WOLFSON: Objection, form. 11:57 15 THE WITNESS: I don't recall. This 11:57 16 is Greg Schmale saying it, so I have no idea. 11:57 17 BY MS. FERGUSON: 11:57 18 Q. Well, if you look back at Zach Quillen's 11:57 19 email it says that -- strike that. 11:57 20 So when CrowdSurge was pitching its 11:58 21 services to Yelawolf, had CrowdSurge explained to 11:58 22 the artist that they needed to comply with the fan 11:58 23 club policy? 11:58 24 A. I don't recall, but I'm sure we did. 11:58 25 Q. Did you explain to them they either needed 11:58</p>	<p>1 to comply with the fan club policy or obtain a 11:58 2 waiver from Ticketmaster and the venue? 11:58 3 A. Yeah, and if I remember correctly, you 11:58 4 know, some artists believe that the policy, as 11:58 5 stated by Ticketmaster, kind of is -- makes them 11:58 6 feel a bit out of touch, which is why I think at 11:58 7 that point they wanted to go after a waiver, which 11:58 8 would mean not selling it in the way that 11:58 9 Ticketmaster had stated. 11:58 10 Q. Can you explain what you mean by that. 11:58 11 A. The fan club policy, as stated by 11:59 12 Ticketmaster, has a certain format that not every 11:59 13 artist necessarily agrees with or subscribes to as 11:59 14 it relates to their brand, specifically the term 11:59 15 "fan club." 11:59 16 So everyone knows that you need to be able 11:59 17 to have a fan club by -- as stated by Ticketmaster 11:59 18 and be compliant to be able to run a presale or to 11:59 19 pull any tickets off platform. But there are a 11:59 20 lot of artists that do not agree with the format 11:59 21 in which it takes, the restrictions and the 11:59 22 hurdles, the barriers that it creates. 11:59 23 So I think in this particular case, these 11:59 24 guys did not want to do a login mechanic, which 11:59 25 would then be a hurdle to them in reaching their 11:59</p>
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<p>1 fans. 11:59 2 Q. Was it just the login mechanic that 11:59 3 artists didn't want to do? 11:59 4 A. It's a big piece of it. 11:59 5 Q. What else? 11:59 6 A. I mean, different case by case, but -- 11:59 7 Q. Can you recall any examples? 11:59 8 A. Can't. 11:59 9 Q. So you're saying just that some parts -- 11:59 10 some artists thought the policy was outdated 12:00 11 because they had to use a login, and they didn't 12:00 12 want to do that? 12:00 13 A. Yeah, the format of the -- the 12:00 14 Ticketmaster policy is essentially from the 12:00 15 beginnings of the Internet on how a fan club was 12:00 16 formed, and there's plenty of options for artists 12:00 17 who engage with their fans nowadays; i.e., 12:00 18 Twitter, Facebook Snapchat. 12:00 19 Q. But it's the login that artists object to? 12:00 20 A. I believe that's definitely a big part of 12:00 21 it. 12:00 22 Q. And so because artists object to the 12:00 23 login, they decided to seek waivers instead of -- 12:00 24 A. Yes, for this specific case -- 12:00 25 Q. -- going through the fan club route? 12:00</p>	<p>1 A. -- that I'm calling out, that's what I 12:00 2 recall, with this specific one is that was, I 12:00 3 believe, the topic of conversation with Yelawolf 12:00 4 in particular. I can't recall other artists, but 12:00 5 for this one specifically, yes. 12:00 6 Q. Is this an issue that you encounter today? 12:00 7 A. Not so much, because I think it's a little 12:00 8 bit more ubiquitous now, and everybody understands 12:00 9 this is what you need to do to operate in North 12:01 10 America. 12:01 11 Q. So do you have any artists coming to you 12:01 12 now saying, "We don't like the login aspect and 12:01 13 want to obtain a waiver instead"? 12:01 14 A. No. 12:01 15 Q. Do you have artists coming to you today 12:01 16 saying, "We don't like some other aspect of the 12:01 17 fan club policy, so we want to try to obtain a 12:01 18 waiver instead"? 12:01 19 A. Nope. 12:01 20 Q. But did that occur at some point in time? 12:01 21 A. That occurred during this period of time 12:01 22 until the email by Greg Schmale which said, "no 12:01 23 more waivers." 12:01 24 Q. In Greg Schmale's email to you he says: 12:01 25 "Ticketmaster has the exclusive rights to the 12:01</p>

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<p>1 venues in which we operate." 12:01</p> <p>2 What was your understanding of that? 12:01</p> <p>3 A. My understanding is that they had a 12:01</p> <p>4 ticketing deal with the venues. 12:01</p> <p>5 Q. Did you understand they had rights over 12:01</p> <p>6 the artist's presale tickets? 12:01</p> <p>7 MR. WOLFSON: Objection, form, and 12:01</p> <p>8 calls for a legal conclusion. 12:01</p> <p>9 THE WITNESS: Yeah, I -- I don't 12:01</p> <p>10 under -- I don't know all the different parts of 12:01</p> <p>11 their contracts. I don't know. I imagine not 12:01</p> <p>12 every contract is the same. I have no idea. My 12:01</p> <p>13 understanding is they have thousands and thousands 12:02</p> <p>14 of contracts. 12:02</p> <p>15 BY MS. FERGUSON: 12:02</p> <p>16 Q. So Greg Schmale says (as read): 12:02</p> <p>17 "Ticketmaster has the exclusive rights for the 12:02</p> <p>18 venues in which we operate. That said, we 12:02</p> <p>19 currently relax our exclusivity rights to allow 12:02</p> <p>20 artists to reward members of their fan base with 12:02</p> <p>21 access to tickets as long it is sold within the 12:02</p> <p>22 conditions set forth in the Ticketmaster Fan Club 12:02</p> <p>23 policy that has been in place for the past few 12:02</p> <p>24 years." 12:02</p> <p>25 So do you understand here that Greg 12:02</p>	<p>1 Schmale is communicating that Ticketmaster has 12:02</p> <p>2 exclusive rights to the tickets it sells? 12:02</p> <p>3 MR. WOLFSON: Objection, form, calls 12:02</p> <p>4 for a legal conclusion. 12:02</p> <p>5 THE WITNESS: Yeah, my -- my 12:02</p> <p>6 understanding of the entire market is that since 12:02</p> <p>7 the beginning of online sales, an artist has 12:02</p> <p>8 always had access to a portion of the tickets to 12:02</p> <p>9 sell to their fan clubs. 12:02</p> <p>10 BY MS. FERGUSON: 12:02</p> <p>11 Q. Well, my question is slightly different. 12:02</p> <p>12 My question is whether Greg Schmale is 12:02</p> <p>13 communicating to you Ticketmaster has exclusive 12:02</p> <p>14 ticketing rights for the venues in which 12:02</p> <p>15 Ticketmaster operates? 12:02</p> <p>16 A. He does -- 12:02</p> <p>17 MR. WOLFSON: Objection, form and 12:02</p> <p>18 calls for a legal conclusion. 12:02</p> <p>19 THE WITNESS: He does, as well as say 12:02</p> <p>20 that they allow artists to sell tickets directly 12:02</p> <p>21 to the fans as long as they're compliant. 12:03</p> <p>22 BY MS. FERGUSON: 12:03</p> <p>23 Q. Right. So he's saying two main things 12:03</p> <p>24 here, right? One is that Ticketmaster has 12:03</p> <p>25 exclusive ticketing rights for the venues in which 12:03</p>
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<p>1 Ticketmaster operates, correct? 12:03</p> <p>2 MR. WOLFSON: Objection, form. 12:03</p> <p>3 THE WITNESS: That is what he's 12:03</p> <p>4 saying. 12:03</p> <p>5 BY MS. FERGUSON: 12:03</p> <p>6 Q. And then he also says they currently relax 12:03</p> <p>7 their exclusivity to allow access to presale 12:03</p> <p>8 tickets as long as that is within the conditions 12:03</p> <p>9 so forth in Ticketmaster's fan club policy, 12:03</p> <p>10 correct? 12:03</p> <p>11 MR. WOLFSON: Objection, form. 12:03</p> <p>12 THE WITNESS: Correct. 12:03</p> <p>13 BY MS. FERGUSON: 12:03</p> <p>14 Q. So then Zach Quillen, who you said you 12:03</p> <p>15 believe the agent and the manager of Yelawolf, 12:03</p> <p>16 respond and says: "Okay. We don't have a 'Fan 12:03</p> <p>17 Club.' It's just a presale." 12:03</p> <p>18 So the agent and manager here of the 12:03</p> <p>19 artist is admitting that there's no fan club 12:03</p> <p>20 pursuant to Ticketmaster's fan club policy, 12:03</p> <p>21 correct? 12:03</p> <p>22 MR. WOLFSON: Objection, form, calls 12:03</p> <p>23 for speculation. 12:03</p> <p>24 THE WITNESS: That's what he's 12:03</p> <p>25 saying -- yeah, that's what he's saying there. 12:03</p>	<p>1 BY MS. FERGUSON: 12:04</p> <p>2 Q. And the artist had not previously received 12:04</p> <p>3 a waiver to conduct this presale, correct? 12:04</p> <p>4 A. For this specific date that's in question? 12:04</p> <p>5 I -- I don't know. I imagine not, if there's -- 12:04</p> <p>6 Q. That's why there's -- 12:04</p> <p>7 A. Yeah. 12:04</p> <p>8 Q. So in the top email Zach writes to you and 12:04</p> <p>9 Josh -- Joshua Dick -- sorry, who's Joshua Dick, 12:04</p> <p>10 do you know? 12:04</p> <p>11 A. I believe it's his partner, but also an 12:04</p> <p>12 agent. I mean, they're both with The Agency 12:04</p> <p>13 Group. 12:04</p> <p>14 Q. Okay. So Zach writes: "Greg called me 12:04</p> <p>15 and we spoke at length. The skinny is this -- 12:04</p> <p>16 they're done with making exceptions to their 12:04</p> <p>17 policy. So, the 'have the manager or agent call 12:04</p> <p>18 and work it out' thing is done. They are not 12:04</p> <p>19 going to back -- they are not going to back down 12:04</p> <p>20 and it seems like moving forward you will need to 12:04</p> <p>21 tell your clients that if you want to use 12:05</p> <p>22 CrowdSurge and not have a proper 'fan club' set 12:05</p> <p>23 up, you will not able to do business with 12:05</p> <p>24 Ticketmaster contracted venues. It is what it is 12:05</p> <p>25 at this point." 12:05</p>

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1 A. Sure. 12:13
 2 Q. Then he talks about when they will relax 12:13
 3 those rights, such that they'll allow off platform 12:14
 4 related presales pursuant to the fan club policy, 12:14
 5 correct? 12:14
 6 A. Yeah. 12:14
 7 Q. So this isn't limited to House of Blues or 12:14
 8 Fillmore. He's talking about the venues in which 12:14
 9 Ticketmaster operates generally, right? 12:14
 10 A. I don't know. To me, that reads as 12:14
 11 "operates." So owned and operated is the way I 12:14
 12 would read that -- based on my experience. 12:14
 13 Q. It's talking about -- 12:14
 14 A. -- based on my experience. I'm sorry? 12:14
 15 Q. Talking about Ticketmaster, not Live 12:14
 16 Nation, right? 12:14
 17 A. Oh, sure. 12:14
 18 Q. So the venues in which Ticketmaster 12:14
 19 operates? 12:14
 20 A. Okay. Yeah, he says that here. 12:14
 21 Q. Are you saying CrowdSurge interpreted that 12:14
 22 in a more narrow sense? 12:14
 23 A. I'm telling you from our experience, 12:14
 24 that's how we saw it practically evolving in the 12:14
 25 market, was only at House of Blues and Live Nation 12:14

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1 rooms. 12:14
 2 Q. Despite what Mr. Schmale told you here, 12:14
 3 you didn't treat the fan club policy as applying 12:14
 4 in the venues in which -- in which Ticketmaster 12:14
 5 operates? 12:14
 6 MR. WOLFSON: Objection, form, and 12:14
 7 misstates prior testimony. 12:15
 8 THE WITNESS: Yeah, because, again, 12:15
 9 we did not know. We did not know which rooms had 12:15
 10 which agreements and what each room -- which rooms 12:15
 11 were compliant or not compliant. 12:15
 12 It's my understanding there's 12:15
 13 something like 12,000 contracts out there, 12:15
 14 somewhere in there. I don't know. But, again, 12:15
 15 we've repeatedly requested to find out which rooms 12:15
 16 need compliance and never received it. 12:15
 17 BY MS. FERGUSON: 12:15
 18 Q. Do you ask the venue? 12:15
 19 A. It's not my job to speak to the venue, so 12:15
 20 I don't know what the exact process is when 12:15
 21 speaking to venues. 12:15
 22 Q. Does CrowdSurge have a policy of asking 12:15
 23 the venue whether the venue is a Ticketmaster 12:15
 24 exclusive venue? 12:15
 25 A. Nowadays, you're asking? 12:15

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1 Q. At any point in time. 12:15
 2 A. Yeah, I don't know what the policy is for 12:15
 3 the conversation with the venue. Again, that's 12:15
 4 not my -- I don't do that part of the business. 12:15
 5 Q. Okay. Well, you're -- 12:15
 6 A. It's more logistics. 12:15
 7 Q. -- saying that you don't know of a full 12:16
 8 list of Ticketmaster venues, and I'm asking, do 12:16
 9 you know whether CrowdSurge asks the venue whether 12:16
 10 they're a Ticketmaster venue? 12:16
 11 A. I'm sure we're aware if they're a 12:16
 12 Ticketmaster venue. 12:16
 13 MS. FERGUSON: We're on to 12:16
 14 Exhibit 171. 12:16
 15 (Exhibit 171 was marked.) 12:16
 16 BY MS. FERGUSON: 12:17
 17 Q. So this is an email from you to Rob 12:17
 18 Bonstein and a number of other people dated 12:17
 19 June 23, 2015. 12:17
 20 Do you recognize this document? 12:17
 21 A. Let me look at it real quick, please. 12:17
 22 Q. Sure. 12:17
 23 A. (Reviewing.) 12:17
 24 Okay. 12:18
 25 Q. Do you recognize this email? 12:18

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1 A. I don't remember the email chain, but I 12:18
 2 remember, I believe, this instance. 12:18
 3 Q. Do you have any reason to doubt this is a 12:18
 4 true and correct document that you sent and 12:18
 5 received -- 12:18
 6 A. No. 12:18
 7 Q. -- in the normal course of business? 12:18
 8 A. No. 12:18
 9 Q. Okay. Let's start at the bottom, the last 12:18
 10 page. There's an email from Rob Bonstein. Who is 12:18
 11 Rob Bonstein? 12:18
 12 A. I think he is business development at the 12:18
 13 Windish Agency. Yeah, VP of operations, it says 12:18
 14 it under his signature. 12:18
 15 Q. And the Windish Agency is -- 12:18
 16 A. Booking agent. 12:18
 17 Q. Booking agent? 12:18
 18 So Mr. Bonstein emails Ticketmaster here 12:18
 19 in this base email regarding, sounds like, Purity 12:18
 20 Ring presale. 12:19
 21 A. Uh-huh. 12:19
 22 Q. And the next email is from Mike Schmitt. 12:19
 23 He responds, and he says: "Despite the fact that 12:19
 24 the Purity Ring does not have a bona fide fan 12:19
 25 club, as defined by the Ticketmaster fan club 12:19

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<p>1 policy, Ticketmaster will allow, as a one-time 12:19 2 exception, presales to take place via CrowdSurge 12:19 3 under the below conditions." 12:19 4 And then he lists three conditions, right? 12:19 5 A. Yeah. 12:19 6 Q. Okay. And then Rob Bonstein forwards this 12:19 7 to you and you respond on the page with the Bates 12:19 8 number 741. 12:19 9 A. Okay. 12:19 10 Q. Okay. And so you thank him for forwarding 12:19 11 and you say here that points No. 1 and 3 in 12:19 12 Mr. Schmitt's email below are simply part of 12:20 13 Ticketmaster's fan club policy, right? 12:20 14 A. (Reviewing.) 12:20 15 Yep. Correct. 12:20 16 Q. Okay. And point 1 says: "Members must 12:20 17 log into their unique username, password 12:20 18 combination before seeing any presale buttons 12:20 19 specific to TM venues," right? 12:20 20 A. Correct, that's what that says. 12:20 21 Q. Point 1 also says: "The presale must be 12:20 22 completely hidden from the general public," right? 12:20 23 A. Correct, that's what it says. 12:20 24 Q. And then point 3 says: "No Fan Club 12:20 25 Provider branding shall appear during the purchase 12:20"</p>	<p>1 process on any page," right? 12:20 2 A. Yes, that's what it says. 12:20 3 Q. Then your email discusses ways in which to 12:20 4 address point number 2, which regards the payment 12:20 5 of Ticketmaster service charge, right? 12:20 6 A. Uh-huh. 12:20 7 Q. Okay. And then there's some 12:20 8 back-and-forth where Mr. Bonstein asks you to get 12:20 9 a list of proposed fees for each show, and then 12:20 10 you respond on June 23 at 1:30 a.m. 12:21 11 Do you see that? 12:21 12 A. Yes. 12:21 13 Q. Okay. So you respond: "Hey, guys, please 12:21 14 find attached the show grid with our current fees. 12:21 15 We have highlighted the TM shows where we will not 12:21 16 be able to charge a Songkick fee and instead will 12:21 17 charge Ticketmaster's full fee. These lost fees 12:21 18 are the ones we'll have to make up elsewhere." 12:21 19 Then you go on to say: "Please note that 12:21 20 we had been preparing to add on \$1 above our fee 12:21 21 as marketing rebate as previously agreed to with 12:21 22 the band, an amount that won't be charged in the 12:21 23 TM shows." 12:21 24 So can you explain what you're referring 12:21 25 to here with the \$1 marketing rebate? 12:21"</p>
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<p>1 A. Yeah. We just, from our fee schedule, we 12:21 2 increased it by \$1 that would be allocated to 12:21 3 marketing. 12:22 4 Q. So paid to the artist? 12:22 5 A. No. That was to be used for marketing. 12:22 6 Q. For marketing for that artist? 12:22 7 A. Yes. 12:22 8 Q. Would that be marketing that CrowdSurge 12:22 9 conducts? 12:22 10 A. Yes, or it could be a fund that we give to 12:22 11 the artist to then run marketing also. 12:22 12 Q. Okay. So -- 12:22 13 A. Could go either way. 12:22 14 Q. It could be either marketing constructed 12:22 15 by CrowdSurge or paid to the artist to conduct 12:22 16 marketing through some other means? 12:22 17 A. Yes. 12:22 18 Q. How common is it that you do that? 12:22 19 A. It's not that common. It happens. 12:22 20 Q. That you do a marketing rebate? 12:22 21 A. Yeah. 12:22 22 Q. How about other types of rebates to the 12:22 23 artists? 12:22 24 A. No. Those are the -- I mean, the 12:22 25 marketing rebate is probably the most common of a 12:22</p>	<p>1 rebate we would do, but the others are very, very 12:22 2 few and far between. 12:22 3 Q. And other than rebates, are there other 12:22 4 types of rebates to artists? 12:22 5 A. Charity rebates. 12:22 6 Q. Can you describe what that is? 12:22 7 A. You add a dollar per ticket and that gets 12:22 8 given to a charity. 12:23 9 Q. Okay. So just so I understand what is 12:23 10 happening here, it sounds like CrowdSurge had 12:23 11 previously reached an agreement with the Purity 12:23 12 Ring to do a \$1 marketing rebate on all presale 12:23 13 tickets? 12:23 14 A. Correct. 12:23 15 Q. And -- and what -- is what you're 12:23 16 expressing here that, because of the issue with 12:23 17 paying Ticketmaster service fees, that at 12:23 18 Ticketmaster venues CrowdSurge will not be able to 12:23 19 add the \$1 marketing rebate on those tickets? 12:23 20 A. Correct, or we would be over the public 12:23 21 sale, and the artists, during their fan presale, 12:23 22 would be selling more expensive to their fans than 12:23 23 they would the general. 12:23 24 Q. And the idea is that you're trying to keep 12:23 25 it at or below what the price would be at the 12:23</p>

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<p>1 general sale? 12:23</p> <p>2 A. The idea is that we would never want to go 12:23</p> <p>3 over and be more expensive for the super fans than 12:23</p> <p>4 the general sale. 12:23</p> <p>5 Q. Okay. And then Mr. Bonstein responds to 12:23</p> <p>6 you. The email starts the next page and he says: 12:23</p> <p>7 "You'll have to eat the \$1.07, so start looking 12:23</p> <p>8 for pocket change." 12:24</p> <p>9 What is your understanding of what he easy 12:24</p> <p>10 here? 12:24</p> <p>11 A. I'll read the rest of this email to 12:24</p> <p>12 understand. 12:24</p> <p>13 Q. Sure. 12:24</p> <p>14 A. (Reviewing.) 12:24</p> <p>15 Okay, sorry. What's the question again? 12:24</p> <p>16 Q. The second sentence: "You'll have to eat 12:24</p> <p>17 \$1.07, so start looking for pocket change. 12:24</p> <p>18 What's your understanding -- 12:24</p> <p>19 A. Oh, I think he's referring to the rebate 12:24</p> <p>20 on -- the lost rebate on the other shows will not 12:24</p> <p>21 be made up for anywhere else. It's just lost. 12:24</p> <p>22 And that they would still like to see that entire 12:24</p> <p>23 potential amount as a marketing dollar and that we 12:24</p> <p>24 would have to cover the cost. 12:24</p> <p>25 Q. Right. So they still want to receive the 12:25</p>	<p>1 \$1 marketing rebate at Ticketmaster venues? 12:25</p> <p>2 A. That's what I assume he meant. 12:25</p> <p>3 Q. Basically, CrowdSurge would have to figure 12:25</p> <p>4 out how to cover that -- 12:25</p> <p>5 A. Cover that, yes. 12:25</p> <p>6 Q. -- charge? 12:25</p> <p>7 The rest of his email goes on: "Look, 12:25</p> <p>8 this is a shit situation for us and our client. I 12:25</p> <p>9 know we have a catch-up call next week. We can 12:25</p> <p>10 talk about it in more detail, but just because 12:25</p> <p>11 your competitor has 'caved' in the past doesn't 12:25</p> <p>12 mean they always will, and now it's backed an 12:25</p> <p>13 artist into a corner and given them and all of us 12:25</p> <p>14 a sour taste in our mouths. We'll need to -- 12:25</p> <p>15 we'll need to hear a plan for how you will keep 12:25</p> <p>16 this from happening in the future. We'll also be 12:25</p> <p>17 thinking about how we are going to talk to clients 12:25</p> <p>18 about the benefits and drawbacks of presales, 12:25</p> <p>19 especially in tours that hit Ticketmaster rooms." 12:25</p> <p>20 Do you see that? 12:25</p> <p>21 A. Uh-huh. 12:25</p> <p>22 Q. Had CrowdSurge informed this artist that 12:25</p> <p>23 Ticketmaster would cave and allow presales to go 12:25</p> <p>24 forward without distribution? 12:25</p> <p>25 A. I think what CrowdSurge informed them on 12:25</p>
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<p>1 is that we are running a compliance sale and there 12:25</p> <p>2 just shouldn't be any issues. 12:25</p> <p>3 Q. Why did you think the sale was compliant? 12:26</p> <p>4 A. Because by all accounts and by everything 12:26</p> <p>5 that we had been doing, running in accordance to 12:26</p> <p>6 the Ticketmaster compliance policy, it is 12:26</p> <p>7 compliant. 12:26</p> <p>8 Q. So Mr. Bonstein here in his email is not 12:26</p> <p>9 complaining that Purity Ring actually has a 12:26</p> <p>10 compliant fan club, is he? 12:26</p> <p>11 MR. WOLFSON: Objection to form. 12:26</p> <p>12 Calls for speculation. 12:26</p> <p>13 THE WITNESS: (Reviewing.) 12:26</p> <p>14 That's what it's in reference to. 12:26</p> <p>15 It's in reference to the fact that Ticketmaster is 12:26</p> <p>16 calling them out saying it's not compliant when 12:26</p> <p>17 they have a compliant fan club, and previously 12:26</p> <p>18 when an artist is in a conversation with them, it 12:26</p> <p>19 becomes apparent they actually do have a fan club. 12:26</p> <p>20 BY MS. FERGUSON: 12:26</p> <p>21 Q. That's not what Mr. Bonstein says, though. 12:26</p> <p>22 He's not saying that -- he's claiming that Purity 12:26</p> <p>23 Ring has a compliant fan club in his email, right? 12:26</p> <p>24 That's not what he's complaining about. 12:26</p> <p>25 MR. WOLFSON: Objection, form. 12:26</p>	<p>1 THE WITNESS: Sure. I don't know who 12:26</p> <p>2 he's quoting, "caved." He quotes "caved." I 12:26</p> <p>3 don't know who he's referring to. 12:27</p> <p>4 BY MS. FERGUSON: 12:27</p> <p>5 Q. Yeah. So I'm not asking about that 12:27</p> <p>6 specific word right now. I'm just saying in this 12:27</p> <p>7 email to you here, he's not complaining that the 12:27</p> <p>8 Purity Ring does have a compliant fan club and 12:27</p> <p>9 Ticketmaster is wrong about that, right? 12:27</p> <p>10 MR. WOLFSON: Objection, form, calls 12:27</p> <p>11 for speculation. 12:27</p> <p>12 THE WITNESS: I believe that is what 12:27</p> <p>13 he's talking about. 12:27</p> <p>14 BY MS. FERGUSON: 12:27</p> <p>15 Q. What -- where does he say that? 12:27</p> <p>16 A. I'm reading between the lines from the 12:27</p> <p>17 conversations and knowing the situation, that they 12:27</p> <p>18 were set up with a compliant fan club. 12:27</p> <p>19 Ticketmaster raised a red flag, attacked them, 12:27</p> <p>20 added fees to their dates, and that is the only 12:27</p> <p>21 conversation they're having there. There's 12:27</p> <p>22 nothing else other than being called out for not 12:27</p> <p>23 having a compliant fan club. 12:27</p> <p>24 Q. Well, he's complaining the presale didn't 12:27</p> <p>25 go forward as planned, right? 12:27</p>

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<p>1 think, across the span of the company in, I think, 01:36 2 over 60 countries. We have a pretty significant 01:36 3 operation in London. Sell a lot of tickets in the 01:36 4 UK and EU. There was a period of time where we 01:36 5 were exploring South America. But when we work 01:36 6 with an artist, we're generally, you know, aiming 01:36 7 to be their partner globally. 01:36 8 Q. Okay. And what percentage of Songkick's 01:36 9 business is outside of North America? 01:36 10 A. I don't know offhand. 01:36 11 Q. Do you have any sense of just a ballpark? 01:36 12 A. I wouldn't want to guess. I don't know 01:36 13 offhand. 01:36 14 Q. Do you know whether it's the majority or 01:36 15 not? 01:36 16 A. I believe it's not the majority. 01:36 17 Q. Okay. So this morning we also talked 01:37 18 about receiving Greg Schmale's email in February 01:37 19 2012, and that CrowdSurge at that time determined 01:37 20 that it didn't yet have the technology needed to 01:37 21 comply with the requirements of Ticketmaster's fan 01:37 22 club policy, right? 01:37 23 A. Correct. 01:37 24 Q. And then in your declaration you state 01:37 25 that -- that you started working on making some 01:37</p>	<p>1 technology in the business practices changes to be 01:37 2 compliant with the policy, right? 01:37 3 A. I'm not sure what specifically you're 01:37 4 referring to, but in reference to working towards 01:37 5 compliance, yeah, I think what was stated in there 01:37 6 is that we -- we took an approach of three 01:37 7 different -- there's three different possibilities 01:37 8 at that period of time. There was work within an 01:37 9 existing fan club, secure waiver, or don't do the 01:37 10 presale. 01:38 11 Q. Okay. And could you please just flip back 01:38 12 to your declaration? 01:38 13 A. Sure. 01:38 14 Q. Page 6, paragraph 11, just so I orient you 01:38 15 to what I'm talking about here. 01:38 16 A. Which one was it again? 01:38 17 Q. It's 163. 01:38 18 A. Okay. Which page? Sorry. 01:38 19 Q. Page 6, the last sentence of paragraph 11. 01:38 20 A. (Reviewing.) 01:38 21 Yeah, okay. So in this referring to 01:38 22 building towards our fan club, our -- sorry, our 01:38 23 login mechanic. 01:38 24 Q. Right. And so after February 2012 you 01:38 25 started to work on developing that; is that 01:38</p>
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<p>1 correct? 01:38 2 A. I did not personally work on -- 01:38 3 Q. CrowdSurge did? 01:38 4 A. Yeah, there was -- I believe we began 01:38 5 figuring out how we would be able to run on our 01:38 6 own, compliant in the U.S. 01:38 7 Q. Okay. And then the beginning of the next 01:38 8 paragraph says: "We completed our technology 01:38 9 changes and were able to use our updated fan club 01:38 10 policy-compliant platform for the first time in 01:39 11 September 2012." 01:39 12 A. Correct. 01:39 13 Q. And that -- is that referring to the login 01:39 14 again? 01:39 15 A. Yeah, I think that's what that's referring 01:39 16 to, the technology being built. 01:39 17 Q. And the technology being the login page we 01:39 18 discussed earlier? 01:39 19 A. I don't know if there's more to it than 01:39 20 that. And, again, I'm not the tech person but, 01:39 21 yeah, the login mechanic being, I think, in 01:39 22 relation to the Ticketmaster compliance the 01:39 23 operative piece. 01:39 24 Q. And who would be the person who knows most 01:39 25 about the technology? 01:39</p>	<p>1 A. At that time I believe it would be Josh 01:39 2 Block and Callum. 01:39 3 Q. And what about today? 01:39 4 A. Today I actually -- there's -- Mark 01:39 5 McIntyre. There's -- there's a lot of people. 01:39 6 Our -- our developer team has grown significantly. 01:39 7 I actually couldn't tell you exactly who on our 01:39 8 team focuses on that specific piece. 01:39 9 Q. Okay. But at the time you mentioned it 01:39 10 was Josh Block? 01:39 11 A. Josh Block and Callum and probably Ryan 01:39 12 Simms. 01:40 13 Q. Okay. And so then according -- just to 01:40 14 summarize, according to your declaration you 01:40 15 determined in late February 2012 that CrowdSurge's 01:40 16 platform did not comply with Ticketmaster's fan 01:40 17 club policy, correct? 01:40 18 MR. WOLFSON: Objection, form. 01:40 19 THE WITNESS: Yeah, I said it -- how 01:40 20 are you asking that? Sorry? 01:40 21 BY MS. FERGUSON: 01:40 22 Q. Yeah. So just according to your 01:40 23 declaration, in late February 2012 after receiving 01:40 24 the email from Mr. Schmale, CrowdSurge determined 01:40 25 that its platform didn't comply with 01:40</p>

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<p>1 managed the login piece. 01:50</p> <p>2 Q. It says: "We operate the same mechanic." 01:50</p> <p>3 Do you know what mechanic he's referring 01:50</p> <p>4 to? 01:50</p> <p>5 A. I don't. 01:50</p> <p>6 Q. He says: "However, some artists don't 01:50</p> <p>7 wish to sell through a fan club and just want to 01:51</p> <p>8 sell on their site. This is completely down to 01:51</p> <p>9 the artist, not us." 01:51</p> <p>10 Do you know what he means there? 01:51</p> <p>11 A. Yeah, I mean, I -- it could only be the -- 01:51</p> <p>12 they don't want to sell in a fan club and they 01:51</p> <p>13 want to sell outside of a fan club. So.... 01:51</p> <p>14 Q. And is that what we talked about earlier 01:51</p> <p>15 when you said that some artists didn't want to 01:51</p> <p>16 conduct a presale behind a login? 01:51</p> <p>17 A. Yeah, I mean, it's a bigger scope than 01:51</p> <p>18 just the login, but yeah. 01:51</p> <p>19 Q. Can you describe what the bigger scope is? 01:51</p> <p>20 A. It's branding. So for not every artist do 01:51</p> <p>21 they believe that the fan club, as described by 01:51</p> <p>22 Ticketmaster, is the way that they would like to 01:51</p> <p>23 run their business, had they had the choice. 01:51</p> <p>24 Q. And do artists still feel that way today, 01:51</p> <p>25 as far as you know? 01:51</p>	<p>1 A. Some, yeah. 01:51</p> <p>2 Q. And do you run presales for those artists? 01:51</p> <p>3 A. Yeah, compliant presales, yes. 01:51</p> <p>4 Q. They just don't like doing it that way? 01:51</p> <p>5 A. They would prefer to do it other ways when 01:51</p> <p>6 there's better options that exist to them, they 01:51</p> <p>7 believe. 01:52</p> <p>8 Q. But they will still run it? 01:52</p> <p>9 A. Yeah. They believe in connecting with 01:52</p> <p>10 their fans and if they have to abide by a set of 01:52</p> <p>11 regulations, then they'll do it happily to be able 01:52</p> <p>12 to connect with their fans. 01:52</p> <p>13 Q. Okay. And then the second paragraph from 01:52</p> <p>14 Matt Jones here, the last sentence, it says: "We 01:52</p> <p>15 have run campaigns for CAA clients recently and, 01:52</p> <p>16 as you know, we still have a fully loaded pipeline 01:52</p> <p>17 in the U.S. doing presales every day for artists 01:52</p> <p>18 in stadiums downwards. We don't have any issues 01:52</p> <p>19 with compliance with TM and their buildings. 01:52</p> <p>20 You just have some issues with compliance, 01:52</p> <p>21 though, right? 01:52</p> <p>22 MR. WOLFSON: Objection, vague as to 01:52</p> <p>23 time. 01:52</p> <p>24 THE WITNESS: Yeah. Again, I don't 01:52</p> <p>25 know what Matt's referring to. 01:52</p>
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<p>1 BY MS. FERGUSON: 01:52</p> <p>2 Q. Well, just generally -- 01:52</p> <p>3 A. So if you're asking separate from this, 01:52</p> <p>4 detached from what you just read, then yeah, there 01:52</p> <p>5 was issues. 01:52</p> <p>6 Q. So during this time period there were 01:52</p> <p>7 issues with compliance with Ticketmaster? 01:52</p> <p>8 MR. WOLFSON: Objection to form, 01:52</p> <p>9 misstates testimony. 01:53</p> <p>10 THE WITNESS: Yeah, during this time, 01:53</p> <p>11 I believe that we had issues. 01:53</p> <p>12 BY MS. FERGUSON: 01:53</p> <p>13 Q. And for the fully loaded pipeline that 01:53</p> <p>14 he's describing here, were all of those presales 01:53</p> <p>15 conducted with another company that was compliant? 01:53</p> <p>16 MR. WOLFSON: Objection, form, I 01:53</p> <p>17 believe asked and answered too. 01:53</p> <p>18 THE WITNESS: Yeah. I don't know. 01:53</p> <p>19 BY MS. FERGUSON: 01:53</p> <p>20 Q. Then the next paragraph says: "Re Sarah. 01:53</p> <p>21 In this case to keep Ali happy that we are 01:53</p> <p>22 complying with TM rules (which is exactly the same 01:53</p> <p>23 as any other provider should have to do, by the 01:53</p> <p>24 way) prob best to say the tickets and packages 01:53</p> <p>25 will be sold behind the fan club login and would 01:53</p>	<p>1 require unique verification to access tickets, as 01:53</p> <p>2 well as other products in the fan club." 01:53</p> <p>3 So at this time -- just so I understand, 01:54</p> <p>4 try and understand what he's saying here, at this 01:54</p> <p>5 time, though, CrowdSurge did not have a login, 01:54</p> <p>6 right? 01:54</p> <p>7 A. We -- I don't believe so. I don't believe 01:54</p> <p>8 that we hosted our own login, no. 01:54</p> <p>9 Q. So what do you un -- what do you think 01:54</p> <p>10 he's referring to here? 01:54</p> <p>11 A. The same as I said before, an agreement 01:54</p> <p>12 behind another fan club. 01:54</p> <p>13 Q. Behind another company? 01:54</p> <p>14 A. Uh-huh. 01:54</p> <p>15 Q. Okay. And in your understanding is 01:54</p> <p>16 integrating behind a fan club login alone to make 01:54</p> <p>17 a presale compliant under Ticketmaster's fan club 01:54</p> <p>18 policy? 01:54</p> <p>19 A. No, you still have -- 01:54</p> <p>20 MR. WOLFSON: Objection, form, asked 01:54</p> <p>21 and answered many times. 01:54</p> <p>22 THE WITNESS: Yeah. No. You still 01:54</p> <p>23 have to have everything else that is associated 01:54</p> <p>24 around engagement with the fan, tickets being only 01:54</p> <p>25 one of the things. 01:54</p>

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<p>1 BY MS. FERGUSON: 01:54</p> <p>2 Q. Okay. So top email from Adam here -- 01:54</p> <p>3 sorry, from Matt Jones here, he says: "See my 01:54</p> <p>4 response to Adam, guys, happy he is thinking 01:54</p> <p>5 (unlike some managers)." 01:54</p> <p>6 So I know you said that you thought Adam 01:55</p> <p>7 Driscoll was related to CrowdSurge in some way, 01:55</p> <p>8 but does this refresh your recollection as to 01:55</p> <p>9 whether he was a manager as well? 01:55</p> <p>10 A. Oh, yeah, I don't know Adam well. I think 01:55</p> <p>11 he -- yeah, he -- I don't know. He did something 01:55</p> <p>12 in the UK. I don't know what he did. 01:55</p> <p>13 Q. So he then says: "Anyway, I think we know 01:55</p> <p>14 where a lot of this pressure is coming from now. 01:55</p> <p>15 It's obvious Ali has got it in for us for no 01:55</p> <p>16 apparent reason." 01:55</p> <p>17 Do you have an understanding of what he 01:55</p> <p>18 means there? 01:55</p> <p>19 A. Again, I can't speak to what Matt was 01:55</p> <p>20 saying. 01:55</p> <p>21 Q. Was there any perception that -- 01:55</p> <p>22 A. I can't speak to what Matt was saying. 01:55</p> <p>23 Q. Was there any -- aside from this, was 01:55</p> <p>24 there any perception at CrowdSurge that Ali 01:55</p> <p>25 McGregor or CAA somehow had it out for CrowdSurge? 01:55</p>	<p>1 A. The only thing I can think about is that 01:55</p> <p>2 we knew that Ali and Greg Schmale were friends, 01:55</p> <p>3 and the first time we received anything was 01:55</p> <p>4 through Ali, so.... 01:56</p> <p>5 Q. Okay. The next paragraph, it says: "Adam 01:56</p> <p>6 will push this through." 01:56</p> <p>7 Do you know what he's referring to there? 01:56</p> <p>8 A. I don't because, again, I was not part of 01:56</p> <p>9 this whole conversation. I mean, I could -- I 01:56</p> <p>10 could guess, but I don't know. 01:56</p> <p>11 Q. Well you're cc'd on this email, right? 01:56</p> <p>12 A. Yeah. 01:56</p> <p>13 Q. So Matt Jones is looping you into this? 01:56</p> <p>14 A. Yeah, he's making me visible. 01:56</p> <p>15 Q. So he's saying -- 01:56</p> <p>16 A. The only thing I can guess in this is that 01:56</p> <p>17 we were trying to do some sort of deal with 01:56</p> <p>18 Sandbag, to power the ticketing in Sandbag, to 01:56</p> <p>19 help them run presales, which would be my guess 01:56</p> <p>20 because Brian Message is on the email at the 01:56</p> <p>21 beginning. 01:56</p> <p>22 Q. So you think this reference to delivering 01:56</p> <p>23 a key campaign for CAA had to do with Sandbag? 01:57</p> <p>24 A. (Reviewing.) 01:57</p> <p>25 Oh, yeah, I have no idea what he's 01:57</p>
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<p>1 referring to with that. 01:57</p> <p>2 Q. You don't think they're referring to a 01:57</p> <p>3 presale for an artist that Adam was managing? 01:57</p> <p>4 A. I -- no idea, it could be Sandbag, it 01:57</p> <p>5 could be Adam, it could be -- I have no idea. 01:57</p> <p>6 Q. Okay. And then it goes on to say: "We 01:57</p> <p>7 should try to speak with Adam on Monday to arm him 01:57</p> <p>8 with the right information even further." 01:57</p> <p>9 Do you have any idea what that means? Is 01:57</p> <p>10 that any reference to having Adam talk to 01:57</p> <p>11 Ticketmaster that they need to try to get an 01:57</p> <p>12 exception to the fan club policy? 01:57</p> <p>13 A. I definitely wouldn't say that. If it's 01:57</p> <p>14 anything, it's about how you can run a presale in 01:57</p> <p>15 the U.S., given that he's from the UK and may not 01:57</p> <p>16 know. 01:57</p> <p>17 Q. So in the lower email from Matt Jones when 01:57</p> <p>18 he says: "We are fully compliant with the 01:58</p> <p>19 Ticketmaster rules," was CrowdSurge telling 01:58</p> <p>20 artists' clients that it was fully compliant with 01:58</p> <p>21 Ticketmaster's rules at this time? 01:58</p> <p>22 A. If there is any reference to us being 01:58</p> <p>23 compliant, it was based off of the statements that 01:58</p> <p>24 I made before, the three different ways in which 01:58</p> <p>25 they can run a presale in the U.S. 01:58</p>	<p>1 Q. Did you clarify for artists' clients that 01:58</p> <p>2 they could only be -- CrowdSurge could only be 01:58</p> <p>3 compliant if the presale was run through another 01:58</p> <p>4 company? 01:58</p> <p>5 A. Absolutely. 01:58</p> <p>6 Q. So I want to talk a little bit more about 01:58</p> <p>7 the login that we discussed this morning. And if 01:58</p> <p>8 you go back to your declaration, just to orient 01:58</p> <p>9 ourselves back to that, paragraph 8 on page 4. 01:58</p> <p>10 So -- and this is what we looked at 01:58</p> <p>11 earlier, was that you said: "Based on these 01:59</p> <p>12 conversations, we began to work to update our 01:59</p> <p>13 technology and business practices to become 01:59</p> <p>14 compliant with the fan club policy and accommodate 01:59</p> <p>15 the supposed requirements for conducting fan club 01:59</p> <p>16 holdback presales, even though we internally 01:59</p> <p>17 questioned the validity of the policy, its 01:59</p> <p>18 relevance, and its purported benefits to many 01:59</p> <p>19 artists." 01:59</p> <p>20 So, first, were you involved with the 01:59</p> <p>21 conversations that are referenced here? 01:59</p> <p>22 A. Yeah, absolutely. I was -- I was not 01:59</p> <p>23 necessarily the one working on building the 01:59</p> <p>24 compliance, but I was the one that was out 01:59</p> <p>25 speaking to the world; so, yeah, I had to be privy 01:59</p>

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<p>1 was the main feature of that product the login? 02:11</p> <p>2 MR. WOLFSON: Objection, form. 02:11</p> <p>3 Kirsten, he's been asked -- he's been asked this 02:11</p> <p>4 many times today, he's answered you many times 02:11</p> <p>5 today. It's getting to a point where it's 02:11</p> <p>6 badgering the witness with questions that you seem 02:11</p> <p>7 to not like the answer to, but he has provided 02:11</p> <p>8 this in many different iterations. So he can 02:11</p> <p>9 answer this question, but please -- 02:11</p> <p>10 MS. FERGUSON: Well, he's saying it's 02:11</p> <p>11 a piece of it and I'm just trying to understand -- 02:11</p> <p>12 MR. WOLFSON: And you've asked him. 02:11</p> <p>13 MS. FERGUSON: -- what other pieces 02:11</p> <p>14 there may be. 02:11</p> <p>15 MR. WOLFSON: And you've asked him 02:11</p> <p>16 again, What other pieces? He says, I'm not the 02:11</p> <p>17 technical person, you can talk to other people. 02:11</p> <p>18 I mean, just -- 02:11</p> <p>19 MS. FERGUSON: Okay. 02:11</p> <p>20 MR. WOLFSON: -- there's a certain 02:11</p> <p>21 point where there's an extent of someone's 02:11</p> <p>22 personal knowledge. 02:11</p> <p>23 BY MS. FERGUSON: 02:11</p> <p>24 Q. Okay. I'm just understanding in 02:11</p> <p>25 explaining your product to artists and how it's 02:11</p>	<p>1 compliant, is the login what you described, is 02:11</p> <p>2 there anything else that you would have described? 02:12</p> <p>3 A. Yeah, so, again, the fan club policy 02:12</p> <p>4 requires -- and a fan club needs to be a number of 02:12</p> <p>5 different things. The main piece that we did not 02:12</p> <p>6 have in place was the login, so adding that along 02:12</p> <p>7 with all the exclusive content and fan experience 02:12</p> <p>8 and everything else that we did now made us 02:12</p> <p>9 compliant. 02:12</p> <p>10 Q. You can put that one aside. Thank you. 02:12</p> <p>11 MS. FERGUSON: I'd like to mark 02:12</p> <p>12 Exhibit 174. 02:12</p> <p>13 (Exhibit 174 was marked.) 02:13</p> <p>14 (Discussion off the record.) 02:13</p> <p>15 BY MS. FERGUSON: 02:13</p> <p>16 Q. This is an email from Adam Schiffer dated 02:13</p> <p>17 May 2nd, 2012, to you. 02:13</p> <p>18 A. (Reviewing.) 02:13</p> <p>19 Q. Do you recognize this document? 02:13</p> <p>20 A. I don't, but -- 02:13</p> <p>21 Q. Any reason to -- 02:13</p> <p>22 A. No reason to. 02:13</p> <p>23 Q. -- believe it's not a true and correct 02:13</p> <p>24 copy of a document you received in the normal 02:13</p> <p>25 course? 02:13</p>
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<p>1 A. No. (Reviewing.) 02:13</p> <p>2 Okay. 02:14</p> <p>3 Q. Okay. And who is Adam Schiffer? 02:14</p> <p>4 A. Adam Schiffer is currently our COO. 02:14</p> <p>5 Q. And in his signature block here it says 02:14</p> <p>6 Adam Schiffer, Business Development. Did he have 02:14</p> <p>7 a different position in 2012? 02:14</p> <p>8 A. He did, yeah, when he first joined the 02:14</p> <p>9 company, which I don't know exactly the date that 02:14</p> <p>10 he joined. I imagine -- excuse me -- this is 02:14</p> <p>11 pretty close to when he joined. Yeah, he started 02:14</p> <p>12 as business development. 02:14</p> <p>13 Q. And so did he work with you then? 02:14</p> <p>14 A. He did. 02:15</p> <p>15 Q. Do you know what his title was? 02:15</p> <p>16 A. Business development. 02:15</p> <p>17 Q. Did he work for you? 02:15</p> <p>18 A. He did not work for me. 02:15</p> <p>19 Q. Okay. So he writes to you: "Can you read 02:15</p> <p>20 through the below and revise/amend any line items 02:15</p> <p>21 you see fit, please, and shoot it back -- shoot it 02:15</p> <p>22 right back." 02:15</p> <p>23 And then he lists "Ticketmaster guidelines 02:15</p> <p>24 we are not following." 02:15</p> <p>25 Do you see that? 02:15</p>	<p>1 A. Okay. 02:15</p> <p>2 Q. Okay. And just take these one by one. 02:15</p> <p>3 The first one says: "Unique login (username and 02:15</p> <p>4 password, not necessarily free but meaningful)." 02:15</p> <p>5 So the fan club policy required fan club 02:15</p> <p>6 members to have unique login credentials, correct? 02:15</p> <p>7 A. Yes, the fan club policy states that. 02:15</p> <p>8 Q. And this was a requirement of the fan club 02:15</p> <p>9 policy that Adam Schiffer flagged as something 02:15</p> <p>10 CrowdSurge was not doing? 02:15</p> <p>11 A. This title seems very misrepresentative of 02:15</p> <p>12 everything that he wrote underneath it, but -- 02:16</p> <p>13 (Reviewing.) 02:16</p> <p>14 Yeah, also I think we should consider when 02:16</p> <p>15 Adam started in this company. I think he's 02:16</p> <p>16 regurgitating some stuff. I don't know what he's 02:16</p> <p>17 writing here. 02:16</p> <p>18 Q. Well, he's identifying the unique login as 02:16</p> <p>19 a fan club policy requirement that CrowdSurge was 02:16</p> <p>20 not following, correct? 02:16</p> <p>21 A. Yeah, the only context I can see for this 02:16</p> <p>22 email is that he was gathering information and 02:16</p> <p>23 needed help in putting it together. I don't know 02:16</p> <p>24 what the actual email was that got sent forward 02:16</p> <p>25 from this, but there's definitely some things that 02:16</p>

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<p>1 are not correct in this. 02:16</p> <p>2 Q. What -- what do you think is incorrect? 02:16</p> <p>3 A. Under the heading "guidelines we are not 02:16</p> <p>4 following." 02:16</p> <p>5 Q. Uh-huh. 02:16</p> <p>6 A. The meaning interact- -- it seems like 02:16</p> <p>7 what he's done here is listed off all of the 02:16</p> <p>8 Ticketmaster compliance pieces, but just put it 02:16</p> <p>9 underneath the title that we are not following. 02:16</p> <p>10 Q. Right. So he's identifying all six of 02:16</p> <p>11 those requirements as Ticketmaster guidelines that 02:16</p> <p>12 CrowdSurge is not following, correct? 02:16</p> <p>13 A. Yeah, that's what I'm saying. I think 02:17</p> <p>14 there's a misrepresentation from that title. 02:17</p> <p>15 Q. You believe that CrowdSurge was complying 02:17</p> <p>16 with all six -- all six of these? 02:17</p> <p>17 A. Again, I believe that we did all of the 02:17</p> <p>18 things minus the login at that time -- 02:17</p> <p>19 Q. So -- 02:17</p> <p>20 A. -- or we had the ability to and we were 02:17</p> <p>21 doing that. 02:17</p> <p>22 Q. Well, for the second one here it says 02:17</p> <p>23 "Meaning interaction," which I assume he means 02:17</p> <p>24 meaningful interaction. "Can't just be presale 02:17</p> <p>25 tickets (messaging boards, exclusive content. 02:17</p>	<p>1 More than tickets)." 02:17</p> <p>2 Adam Schiffer is identifying that as a 02:17</p> <p>3 Ticketmaster fan club policy requirement that 02:17</p> <p>4 CrowdSurge is not following, right? 02:17</p> <p>5 A. I'm sorry. I'm now realizing that he is 02:17</p> <p>6 referring to Sarah Brightman specifically, given 02:17</p> <p>7 the positives at the bottom. So if he's talking 02:17</p> <p>8 about Sarah Brightman specifically, then he's 02:17</p> <p>9 making an assessment of the Sarah Brightman setup 02:17</p> <p>10 as it relates to Ticketmaster compliance. 02:17</p> <p>11 Q. So you think -- 02:17</p> <p>12 A. So then, yeah, we didn't have these things 02:17</p> <p>13 in place, I'm sure -- 02:17</p> <p>14 Q. For Sarah Brightman alone? 02:17</p> <p>15 A. -- at the time that he wrote this, yeah. 02:17</p> <p>16 Q. So he writes there under Positives: "Adam 02:18</p> <p>17 Driscoll is going to have to make sure Sarah 02:18</p> <p>18 Brightman goes with us, CAA (more of a political 02:18</p> <p>19 situation)." 02:18</p> <p>20 Do you know what he means there? 02:18</p> <p>21 A. I don't. 02:18</p> <p>22 Q. Do you recall any incidents or issues with 02:18</p> <p>23 Sarah Brightman? 02:18</p> <p>24 A. It was not my client. I don't know. 02:18</p> <p>25 Q. Well, his email here doesn't say that 02:18</p>
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<p>1 these are Ticketmaster guidelines that CrowdSurge 02:18</p> <p>2 is not following only with respect to Sarah 02:18</p> <p>3 Brightman, does he? 02:18</p> <p>4 A. I believe it does when it states Sarah, 02:18</p> <p>5 it's calling out Sarah Brightman there. To me, 02:18</p> <p>6 that -- that captures this whole email as a Sarah 02:18</p> <p>7 Brightman email. 02:18</p> <p>8 Q. Well, all it says there is that Adam 02:18</p> <p>9 Driscoll is going to make sure Sarah Brightman 02:19</p> <p>10 goes with us. 02:19</p> <p>11 A. Yeah, so to me that's -- everything he's 02:19</p> <p>12 talking about is in relation to Sarah Brightman. 02:19</p> <p>13 These are the things that we're not compliant to. 02:19</p> <p>14 We need to be compliant. We're in a good standing 02:19</p> <p>15 with Adam Driscoll. 02:19</p> <p>16 Q. Well, so the second heading here says: 02:19</p> <p>17 "How to deal with things currently until we have 02:19</p> <p>18 Tickets Plus." So it's talking about how to deal 02:19</p> <p>19 with the current situation, compliance issues, 02:19</p> <p>20 before Tickets Plus is rolled out, right? And 02:19</p> <p>21 it's saying: "Dealing with the client, make sure 02:19</p> <p>22 they are educated," and it goes on. It's talking 02:19</p> <p>23 about clients in general, right, not just Sarah 02:19</p> <p>24 Brightman? 02:19</p> <p>25 A. Yeah, that part is. That part is a broad 02:19</p>	<p>1 statement. 02:19</p> <p>2 Q. So you think the second section is a broad 02:19</p> <p>3 statement, but the first section is not? 02:19</p> <p>4 A. I believe that that sentence right there 02:19</p> <p>5 is a broad statement of how do we deal with things 02:19</p> <p>6 currently until we have Tickets Plus. 02:19</p> <p>7 Q. There's another heading at the bottom that 02:20</p> <p>8 says: "How will Tickets Plus resolve the items 02:20</p> <p>9 above." 02:20</p> <p>10 Do you see that? 02:20</p> <p>11 A. Yeah. 02:20</p> <p>12 Q. Do you understand that to be that Tickets 02:20</p> <p>13 Plus was aimed at resolving compliance issues for 02:20</p> <p>14 these six requirements that are listed here? 02:20</p> <p>15 A. Again, that -- Josh Block was on his own, 02:20</p> <p>16 from my perspective, building that. I don't know 02:20</p> <p>17 what his plans were around Tickets Plus. 02:20</p> <p>18 Q. So Josh Block would be the right person to 02:20</p> <p>19 talk to about this? 02:20</p> <p>20 A. Correct. 02:20</p> <p>21 Q. And, again, as you understand it, Tickets 02:20</p> <p>22 Plus was never rolled out? 02:20</p> <p>23 A. Yeah, I don't believe that's what the 02:20</p> <p>24 compliant login mechanic that we rolled out was 02:20</p> <p>25 called. 02:20</p>

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<p>1 September of 2012, right? This is -- 03:16</p> <p>2 A. This is -- 03:16</p> <p>3 Q. 2015, sorry. 03:16</p> <p>4 A. -- way beyond that, yeah. 03:16</p> <p>5 Q. This is way past that. 03:16</p> <p>6 So in terms of -- in terms of ensuring 03:16</p> <p>7 that an artist checks -- fan club checks all the 03:17</p> <p>8 compliance boxes, how does Songkick monitor 03:17</p> <p>9 whether the artist has -- actually has a compliant 03:17</p> <p>10 fan club in place? 03:17</p> <p>11 A. So to speak specifically to this 03:17</p> <p>12 conversation, what I'm referring to is that, one, 03:17</p> <p>13 I show her the fan club policy so she's aware of 03:17</p> <p>14 it and she can read it for herself. And that when 03:17</p> <p>15 we are going to, which we had not yet with them, 03:17</p> <p>16 set up the fan club for presales in North America, 03:17</p> <p>17 we would make sure that we are covering all of the 03:17</p> <p>18 bases that are required in the Ticketmaster fan 03:17</p> <p>19 club policy. 03:17</p> <p>20 Q. And what do you do to ensure that you're 03:17</p> <p>21 checking all the boxes? 03:17</p> <p>22 A. If we're the ones setting it up, which is 03:17</p> <p>23 I believe what I'm suggesting in this email to 03:17</p> <p>24 her, then we make sure that we're checking all the 03:17</p> <p>25 boxes just as such. If we're in control of it, 03:17</p>	<p>1 we're able to control it. 03:18</p> <p>2 Q. Okay. So -- so in a situation like this 03:18</p> <p>3 where you're working with a new artist that 03:18</p> <p>4 doesn't already have a fan club, what steps would 03:18</p> <p>5 you take to put a fan club in place and ensure 03:18</p> <p>6 that it is compliant with Ticketmaster's fan club 03:18</p> <p>7 policy? 03:18</p> <p>8 A. Sure. So I think it begins with an 03:18</p> <p>9 assessment of their engagement with their fans and 03:18</p> <p>10 their current communications. And then we come up 03:18</p> <p>11 with a plan of how best to convert those into the 03:18</p> <p>12 Ticketmaster-required fan club. A lot of the 03:18</p> <p>13 times being around the launch of a presale being 03:18</p> <p>14 one of the best times to kind of build up a fan 03:18</p> <p>15 club base, generally an album and a tour go on 03:18</p> <p>16 around the same time, so that's when the artist is 03:18</p> <p>17 really kicking up the most amount of attention. 03:18</p> <p>18 So we make a plan around that of how to convert 03:18</p> <p>19 the fans that they already are speaking to in some 03:18</p> <p>20 fashion through any other media that they can use. 03:18</p> <p>21 And we deliver that plan to them, set up 03:18</p> <p>22 our integration on their site, come up with the 03:18</p> <p>23 content, come up with the other experiences that 03:18</p> <p>24 they want around the sale of the -- around the 03:18</p> <p>25 presale, and work with them to create the whole 03:18</p>
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<p>1 experience and end. 03:19</p> <p>2 Q. And can you give me an example of an 03:19</p> <p>3 artist that you've done this for recently that you 03:19</p> <p>4 can recall what the plan was? 03:19</p> <p>5 A. Let me think of one. Of a -- of a newer 03:19</p> <p>6 fan club that we're building? 03:19</p> <p>7 Q. Right. So a new artist-client that comes 03:19</p> <p>8 to you that doesn't have a fan club and you're -- 03:19</p> <p>9 you're tasked with building something that's 03:19</p> <p>10 compliant under the policy, you say that you've 03:19</p> <p>11 come up with a plan for the artist. 03:19</p> <p>12 A. Yeah. 03:19</p> <p>13 Q. I'm trying to get a sense of what that 03:19</p> <p>14 plan would look like and if you have a recent 03:19</p> <p>15 example that you could tell us about. 03:19</p> <p>16 A. I can't give you an exact example of an 03:19</p> <p>17 artist right now, but I could tell you that it 03:19</p> <p>18 generally leads in with a teaser campaign, some 03:19</p> <p>19 sort of data capture campaign to start pulling 03:19</p> <p>20 people into the funnel, and then from there we 03:19</p> <p>21 convert those people into the fan club. And once 03:19</p> <p>22 they are in the fan club, then we have a base of 03:19</p> <p>23 people to market to and serve. 03:19</p> <p>24 We also create all the experiences behind 03:19</p> <p>25 that so it could be initially at the onset of 03:19</p>	<p>1 the -- the launch, it could be a contest and then 03:19</p> <p>2 it could lead into a bunch of different 03:19</p> <p>3 experiences around the fulfillment of the ticket 03:20</p> <p>4 and all the way into the show. It could be any 03:20</p> <p>5 number of different things. 03:20</p> <p>6 Q. So you said that there could be a contest 03:20</p> <p>7 that leads to a bunch of different experiences 03:20</p> <p>8 around the fulfillment of the ticket all the way 03:20</p> <p>9 into the show. So in your experience, do those 03:20</p> <p>10 experiences generally center around the show and 03:20</p> <p>11 the tour and the ticket? 03:20</p> <p>12 A. Not always. I think there's pieces before 03:20</p> <p>13 the tour, there's pieces during the tour, and 03:20</p> <p>14 there's pieces after the tour. It all depends. 03:20</p> <p>15 Every artist is different how and when they're 03:20</p> <p>16 serving their fans. 03:20</p> <p>17 Q. So what kind of pieces would you have 03:20</p> <p>18 before the tour? 03:20</p> <p>19 A. Generally, it's exclusive content, so it's 03:20</p> <p>20 come get this unique piece, but you have to come 03:20</p> <p>21 inside to be able to get it, whatever that is, 03:20</p> <p>22 signed -- there's a cut from the record that we 03:20</p> <p>23 didn't release. If you come and join the fan 03:20</p> <p>24 club, you're going to be able to listen to the 03:20</p> <p>25 song. You can't listen to it anywhere else. 03:21</p>

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1 Something like that. 03:21
 2 Q. And what would the experiences be that are 03:21
 3 surrounding and occurring during the tour? 03:21
 4 A. During the tour. So at where -- at what 03:21
 5 place in the tour? There's all -- there's a bunch 03:21
 6 of different kind of fan engagement points, so 03:21
 7 what -- what exactly -- 03:21
 8 Q. Just generally, the different kinds of 03:21
 9 things that would occur during the course of the 03:21
 10 tour. 03:21
 11 A. The course of the tour after the presale 03:21
 12 or at the presale? 03:21
 13 Q. So let's start with at the presale. 03:21
 14 A. Okay. At the presale could be anything 03:21
 15 from the ability to purchase or access some sort 03:21
 16 of exclusive content or exclusive merchandise. 03:21
 17 There could be the ability to be a part of a 03:21
 18 contest. Those -- I mean, that's -- 03:21
 19 Q. What are the most common that you use for 03:21
 20 your artists? 03:21
 21 A. Those two are kind of the most common. 03:21
 22 Q. And what about after the presale? 03:21
 23 A. After the presale, there's a bunch of 03:21
 24 stuff we can do around the delivery of the ticket, 03:21
 25 there's extra content we can deliver along with 03:21

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1 the fulfillment of the ticket. Again, access to 03:21
 2 exclusive content. We do a lot of fan rewards, so 03:21
 3 there's meet and greets, there's golden tickets; 03:22
 4 so we choose fans based off of the information 03:22
 5 that we know about them, who's, you know, a super 03:22
 6 fan and then we give them something special. 03:22
 7 Whether it's announced to the fan club or not, you 03:22
 8 know, we'll just pick someone out and do something 03:22
 9 special for them. 03:22
 10 Q. So these would be ticket purchasers that 03:22
 11 you'd then give a bonus to? 03:22
 12 MR. WOLFSON: Objection, form. 03:22
 13 THE WITNESS: Yeah, in -- yeah, as 03:22
 14 your question was related to the tour, yeah, for 03:22
 15 serving fans that are going to the shows, yeah, 03:22
 16 the meet and greet and stuff like that would be 03:22
 17 associated with a show, but there could be a fan 03:22
 18 club party. A lot of people in Nashville do fan 03:22
 19 club parties that are separate from a tour. 03:22
 20 BY MS. FERGUSON: 03:22
 21 Q. And how common is it to do something like 03:22
 22 a fan club party? 03:22
 23 A. In country music, every year. Everyone 03:22
 24 does it. 03:22
 25 Q. For all artists? 03:22

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1 A. Pretty much. I mean, the country music 03:22
 2 industry is -- really does a lot for the fans. 03:22
 3 Q. And what about outside the country music 03:22
 4 space, how common is that? 03:22
 5 A. Some do it. We've done some cool stuff 03:22
 6 like on Valentine's Day with Paul McCartney, he's 03:22
 7 been -- you know, it's different for everybody. 03:22
 8 Q. And then you mentioned that some 03:23
 9 experiences may be after the tour is over. Can 03:23
 10 you describe what those would be? 03:23
 11 A. So it could be delivering content from the 03:23
 12 show. It could be something ongoing that was a 03:23
 13 tease at the beginning of the tour that they 03:23
 14 deliver to the fans after and then, you know, now 03:23
 15 the artist has a lot of data that they can use and 03:23
 16 a lot of interaction with their fans and then they 03:23
 17 can do whatever they want from there. 03:23
 18 Q. And is it common to have content like 03:23
 19 that, like you just described, after the tour is 03:23
 20 over? 03:23
 21 A. Yeah, generally. 03:23
 22 Q. Do most artists do that? 03:23
 23 A. Yeah, I think a lot do. I think a lot 03:23
 24 kicks up around the tour, but, yeah, I think a 03:23
 25 lot -- I mean, they engage with their artists -- I 03:23

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1 mean the artists engage with their fans generally 03:23
 2 year-round, but there's ebbs and flows when an 03:23
 3 artist is on cycle and off cycle where they're 03:23
 4 more active. And some -- some disappear for two 03:23
 5 years and then come back again. 03:23
 6 Q. So in terms of the artist-clients that 03:23
 7 CrowdSurge has, how common is it when you have a 03:24
 8 new artist-client that you're pitching your 03:24
 9 services to, that that client doesn't have a fan 03:24
 10 club in place at all? 03:24
 11 MR. WOLFSON: Objection, form. 03:24
 12 You're referring to Ticketmaster's definition of 03:24
 13 fan club? 03:24
 14 MS. FERGUSON: Yes. 03:24
 15 THE WITNESS: How often is it that 03:24
 16 they don't have a Ticketmaster-compliant fan club? 03:24
 17 I don't know the percentage, but there's 03:24
 18 definitely a fair amount of artists that did not 03:24
 19 have one previously. 03:24
 20 BY MS. FERGUSON: 03:24
 21 Q. Just in your experience when pitching 03:24
 22 artists, is it more common or not to have an 03:24
 23 artist that already has a compliant fan club in 03:24
 24 place? 03:24
 25 A. I mean, nowadays I focus a lot in 03:24

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<p>1 Nashville, and everybody has got a fan club by 03:24 2 even the TM-compliant rules. 03:24 3 Q. Okay. So turning back to this email, Jess 03:24 4 Keeley responds to you and Jennifer George is 03:24 5 cc'd. Do you know who she is? 03:25 6 A. I don't know. 03:25 7 Q. It looks like someone else that works in 03:25 8 the same management company? 03:25 9 A. Yes, someone at Quest -- I just don't -- I 03:25 10 don't -- 03:25 11 Q. So she says that she just had a call with 03:25 12 Artist Arena/Warner just led to them saying that 03:25 13 the reason their ticket allocation has been pulled 03:25 14 and they now need to persuade Ticketmaster is 03:25 15 because CrowdSurge was looking to pull tickets for 03:25 16 the Marina presale. 03:25 17 Do you know what that's in reference to? 03:25 18 A. Honestly, I -- we did not work with 03:25 19 Marina, so I don't even know how they would know 03:25 20 that we were going to work with Marina. 03:25 21 Q. Okay. So this never -- this was something 03:25 22 that never turned into a client relationship? 03:25 23 A. I don't think so. I mean, we may have 03:25 24 done something in the past, I think. I think we 03:25 25 may have worked with her years ago, not totally 03:25</p>	<p>1 certain. But on this case I know that we were in 03:25 2 conversations to do something together and then we 03:25 3 weren't able to do anything. 03:25 4 Q. Okay. So she says: "They say your 03:25 5 relationship with Ticketmaster is fraught and this 03:26 6 request was a red flag, so they have since looked 03:26 7 into Marina specifically as per their guidelines." 03:26 8 Do you know what she's referring to there? 03:26 9 A. I imagine it's the fact that from 03:26 10 everywhere we heard in the outside world, that if 03:26 11 we were doing anything regardless, that we were 03:26 12 sending a red flag and that Ticketmaster was going 03:26 13 to come after us and the artist and try to block 03:26 14 them from doing anything. 03:26 15 Q. Would you agree that your relationship 03:26 16 with Ticketmaster was fraught? 03:26 17 A. I would agree that Mike Schmitt has sent 03:26 18 us a lot of emails that are pretty fraught. 03:26 19 Q. Did you express the status of the 03:26 20 relationship to artists when you were pitching 03:26 21 your business to them? 03:26 22 A. Depends on the period of time in which 03:26 23 Ticketmaster was either attacking every single 03:26 24 piece of business that we touched or they were -- 03:26 25 it's, again, ebbs and flows. So if there was -- 03:26</p>
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<p>1 there's always a conversation about Ticketmaster 03:26 2 compliance. The level at which there is, as you 03:26 3 said before, kicking up dust, depends on the time 03:26 4 of day, the time of month, whatever, I mean. 03:27 5 Q. Do you recall during this time period, 03:27 6 June 2015? 03:27 7 A. I don't, but I can assume by her email 03:27 8 that we were likely getting hit up from a bunch of 03:27 9 different places. 03:27 10 Q. So she goes on to say: "Frankly, I'm 03:27 11 frustrated and irritated overall, as everyone is 03:27 12 saying they have a great relationship with 03:27 13 Ticketmaster and can perform what's needed with 03:27 14 the presale, but no one is following through." 03:27 15 Did CrowdSurge give her the impression 03:27 16 that they had a great relationship with 03:27 17 Ticketmaster? 03:27 18 A. Nope. 03:27 19 Q. Any idea where she's getting that from? 03:27 20 A. Probably from Artist Arena and Warner. I 03:27 21 don't know. 03:27 22 Q. When you were pitching your services to 03:27 23 her, did you tell her that CrowdSurge was able to 03:27 24 perform what was needed under Ticketmaster's fan 03:27 25 club policy? 03:27</p>	<p>1 A. Yes. 03:27 2 Q. And is she frustrated that she believes 03:27 3 that is not the case? 03:28 4 MR. WOLFSON: Objection, form, calls 03:28 5 for speculation. 03:28 6 THE WITNESS: I believe she's 03:28 7 frustrated that she would like to do something and 03:28 8 that Ticketmaster is not allowing her to do that. 03:28 9 And the aftermath of that is frustration with her 03:28 10 potential partner in us and her current partner in 03:28 11 Artist Arena and Warner and them not being able to 03:28 12 help her. 03:28 13 BY MS. FERGUSON: 03:28 14 Q. Well, she's not saying that Ticketmaster 03:28 15 isn't allowing her to do it, is she? 03:28 16 MR. WOLFSON: Objection, form. 03:28 17 THE WITNESS: It is fully implied, I 03:28 18 believe, in the statement that Ticketmaster is not 03:28 19 allowing the artist to pull tickets and they're 03:28 20 both not allowing it because of CrowdSurge and 03:28 21 also their current label and partner in Artist 03:28 22 Arena. 03:28 23 BY MS. FERGUSON: 03:28 24 Q. Well no, she's saying -- she's saying that 03:28 25 everyone is saying they have a great relationship 03:28</p>

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<p>1 with Ticketmaster and can perform what's needed 03:28 2 with the presale, but no one is following through. 03:28 3 So is she accusing you of not being able to follow 03:28 4 through on doing what's needed to conduct a 03:29 5 presale under Ticketmaster's guidelines? 03:29 6 MR. WOLFSON: Objection, form. 03:29 7 THE WITNESS: Yeah, couldn't tell 03:29 8 you. 03:29 9 BY MS. FERGUSON: 03:29 10 Q. Did other artist managers or other 03:29 11 representatives express frustration with you about 03:29 12 CrowdSurge being able to run a compliant presale? 03:29 13 MR. WOLFSON: Objection, form, 03:29 14 assumes facts. 03:29 15 THE WITNESS: Many artists profess 03:29 16 their frustration with the landscape of 03:29 17 Ticketmaster in North America. 03:29 18 BY MS. FERGUSON: 03:29 19 Q. Never with CrowdSurge? 03:29 20 A. They hope that we'll be able to supply 03:29 21 them with what they need and we believe that we 03:29 22 do. And regardless of that fact, Ticketmaster 03:29 23 consistently creates issues with the artists. 03:29 24 Q. And is there hope that CrowdSurge will be 03:29 25 able to run a compliant presale based on 03:29</p>	<p>1 representations that CrowdSurge makes to the 03:29 2 artists? 03:29 3 MR. WOLFSON: Objection, form, calls 03:29 4 for speculation. 03:29 5 THE WITNESS: I believe that we have 03:29 6 run, I don't know the exact number, but hundreds, 03:29 7 maybe thousands of compliant presales. Yeah, I 03:30 8 believe that we are able to do that. 03:30 9 BY MS. FERGUSON: 03:30 10 Q. Hundreds, maybe thousands of compliant 03:30 11 presales at Ticketmaster venues? 03:30 12 A. Yeah, I can't -- I don't know the exact 03:30 13 number. I think we do 10,000 events a year. 03:30 14 Ticketmaster has a -- I don't know what percentage 03:30 15 that splits between the rest of the world and the 03:30 16 U.S., but the U.S. is vast majority of 03:30 17 Ticketmaster. So we run a significant number of 03:30 18 shows at Ticketmaster venues. 03:30 19 Q. And for the presales that you run at 03:30 20 Ticketmaster venues, do you need to obtain an 03:30 21 exception from Ticketmaster in order to run a 03:30 22 significant number of those presales? 03:30 23 MR. WOLFSON: Objection, form. 03:30 24 THE WITNESS: No. We shouldn't have 03:30 25 to. 03:30</p>
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<p>1 BY MS. FERGUSON: 03:30 2 Q. But, do you? 03:30 3 A. Have we? 03:30 4 Q. Yeah. Do you need to obtain -- do you 03:30 5 need to obtain an exception? 03:30 6 MR. WOLFSON: Objection, form. 03:30 7 THE WITNESS: If -- we don't need 03:30 8 to -- no, we don't need to get an exception from 03:30 9 them unless they are claiming that the artist is 03:31 10 not compliant and then giving them an exception. 03:31 11 BY MS. FERGUSON: 03:31 12 Q. Well, that happens pretty frequently, 03:31 13 though, doesn't it? 03:31 14 A. It does. 03:31 15 Q. So for -- you're talking about that you 03:31 16 run a number of presales, a significant number of 03:31 17 presales at Ticketmaster venues every year. And 03:31 18 I'm asking for a significant number of those that 03:31 19 you run at Ticketmaster venues, do you -- do you 03:31 20 ultimately need to obtain an exception from 03:31 21 Ticketmaster in order to run that presale? 03:31 22 MR. WOLFSON: Objection, form. 03:31 23 THE WITNESS: Yeah, I would say that 03:31 24 there is a significant number of times in which we 03:31 25 work with an artist who has a fan club that 03:31</p>	<p>1 Ticketmaster creates an issue to such effect that 03:31 2 an artist needs to secure an exception. And, yes, 03:31 3 that happens frequently. 03:31 4 BY MS. FERGUSON: 03:31 5 Q. Okay. So sorry. Back to -- back to your 03:31 6 declaration again. So paragraph 12, we already 03:31 7 talked about this, the first sentence that you 03:32 8 completed technology changes in September 2012. 03:32 9 And then you have a parenthetical after that where 03:32 10 you say: "We continue to use the same 03:32 11 foundational technology today, although we have 03:32 12 made updates over the years to improve its 03:32 13 performance." 03:32 14 And, again, the foundational technology, 03:32 15 just so we're on the same page, is the login, 03:32 16 correct? 03:32 17 A. Yeah, that is one piece to the technology. 03:32 18 Q. And that's -- sitting here today, that's 03:32 19 the one piece you're aware of? 03:32 20 A. That is the one piece to me that is new in 03:32 21 becoming compliant from whenever it was that we 03:32 22 launched that. 03:32 23 Q. But is that the one piece you're aware of 03:32 24 that was new that you rolled out? 03:32 25 MR. WOLFSON: Objection, form, asked 03:32</p>

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<p>1 and answered. 03:32</p> <p>2 A. Yeah, yeah, so I answered it before. 03:32</p> <p>3 BY MS. FERGUSON: 03:32</p> <p>4 Q. So that's the one piece you're aware of? 03:32</p> <p>5 MR. WOLFSON: Objection, form. 03:32</p> <p>6 THE WITNESS: I don't know how many 03:32</p> <p>7 different ways I can answer it. That is one of 03:32</p> <p>8 the pieces that I am aware of that is the main 03:32</p> <p>9 piece to become compliant to have a wall for 03:33</p> <p>10 Ticketmaster fan club compliance. 03:33</p> <p>11 BY MS. FERGUSON: 03:33</p> <p>12 Q. Right. 03:33</p> <p>13 A. So whether there's other technology -- 03:33</p> <p>14 again, I'm not a tech guy, I don't know the other 03:33</p> <p>15 pieces that we may have built or updated within 03:33</p> <p>16 the platform; but as it relates to Ticketmaster 03:33</p> <p>17 fan club compliance, that was the one piece that 03:33</p> <p>18 was needed for us to round out our services. 03:33</p> <p>19 Q. Okay. So, again, so it says you continue 03:33</p> <p>20 to use the same foundational technology today, 03:33</p> <p>21 "although we have made updates over the years to 03:33</p> <p>22 improve its performance." 03:33</p> <p>23 What updates have you made over the years? 03:33</p> <p>24 A. Again, I can't tell you specifically, but 03:33</p> <p>25 we've optimized our platform, we've optimized the 03:33</p>	<p>1 flow of the platform. There's a bunch of updates 03:33</p> <p>2 that we've made within it. 03:33</p> <p>3 Q. And if -- 03:33</p> <p>4 A. I couldn't tell you all the details, 03:33</p> <p>5 but.... 03:33</p> <p>6 Q. If I wanted to know more detail on that, 03:33</p> <p>7 who would I speak to? 03:33</p> <p>8 A. Callum, Josh Block, Jesse may know. 03:33</p> <p>9 (Reporter asked for clarification.) 03:34</p> <p>10 BY MS. FERGUSON: 03:34</p> <p>11 Q. And do you know whether there have been -- 03:34</p> <p>12 other than optimizations, whether there have been 03:34</p> <p>13 any significant changes to the platform since 03:34</p> <p>14 September 2012? 03:34</p> <p>15 MR. WOLFSON: Objection, form, asked 03:34</p> <p>16 and answered. 03:34</p> <p>17 THE WITNESS: Again, I wouldn't be 03:34</p> <p>18 able to speak as intelligently as someone else in 03:34</p> <p>19 our company would be able to speak to the changes 03:34</p> <p>20 made to the platform. 03:34</p> <p>21 BY MS. FERGUSON: 03:34</p> <p>22 Q. Well, regardless of whether you're the 03:34</p> <p>23 best person or not, do you know whether there were 03:34</p> <p>24 any significant changes made? 03:34</p> <p>25 MR. WOLFSON: Objection, form. 03:34</p>
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<p>1 THE WITNESS: Yeah, there was 03:34</p> <p>2 definitely changes along the way. 03:34</p> <p>3 BY MS. FERGUSON: 03:34</p> <p>4 Q. Well, can you describe what those are, 03:34</p> <p>5 though? 03:34</p> <p>6 MR. WOLFSON: Objection, form. 03:34</p> <p>7 THE WITNESS: I can't describe them 03:34</p> <p>8 to you well because I'm not the technology guy. 03:34</p> <p>9 BY MS. FERGUSON: 03:34</p> <p>10 Q. And I know you're saying you don't think 03:34</p> <p>11 you're the best person, but you seem to -- to know 03:34</p> <p>12 that some changes were made and I'm just trying to 03:34</p> <p>13 understand what your understanding of those 03:34</p> <p>14 changes were. 03:34</p> <p>15 A. So again -- 03:34</p> <p>16 MR. WOLFSON: Objection to form. He 03:34</p> <p>17 just testified literally, "I can't describe them 03:34</p> <p>18 to you well because I'm not the technology guy." 03:34</p> <p>19 He's not saying he's not the best, he's saying he 03:34</p> <p>20 can't describe them to you well. 03:34</p> <p>21 So, again, this is going back to 03:35</p> <p>22 these continuous questions that he's told you 03:35</p> <p>23 again and again the extent of his knowledge. 03:35</p> <p>24 MS. FERGUSON: Adam, he's saying that 03:35</p> <p>25 the changes were made. He's saying -- not that he 03:35</p>	<p>1 can't describe them, but he doesn't think he can 03:35</p> <p>2 describe them well. He's saying that he knows 03:35</p> <p>3 that some occurred. I'm just trying to make -- I 03:35</p> <p>4 know it may not be the full picture, there may be 03:35</p> <p>5 others who can describe it better. 03:35</p> <p>6 BY MS. FERGUSON: 03:35</p> <p>7 Q. I'm just -- I'm not trying to be 03:35</p> <p>8 frustrating here, I promise, I'm just trying to 03:35</p> <p>9 get what your understanding of them is. If it's a 03:35</p> <p>10 limited understanding, that's -- that's fine. It 03:35</p> <p>11 doesn't need to be the full picture. I just want 03:35</p> <p>12 to know, sitting here today, what your 03:35</p> <p>13 understanding of those changes is. 03:35</p> <p>14 A. So to be specific, is your question 03:35</p> <p>15 related to changes we made as it relates to fan 03:35</p> <p>16 club compliance or changes to our platform as a 03:35</p> <p>17 whole? Those are two, you know. 03:35</p> <p>18 Q. As it relates to fan club compliance. 03:35</p> <p>19 A. So as it relates to fan club compliance, 03:35</p> <p>20 the one piece that I know of that we changed was 03:35</p> <p>21 all -- was around the login. 03:35</p> <p>22 Q. And do you know whether specifically to 03:35</p> <p>23 updates made over the years for any, do you know 03:35</p> <p>24 of any -- 03:35</p> <p>25 A. Optimization -- 03:35</p>

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<p>1 Q. -- changes? 03:35</p> <p>2 A. -- is what I categorize it as. 03:35</p> <p>3 Q. Okay. Thank you. 03:36</p> <p>4 Okay. So sticking with your declaration 03:36</p> <p>5 here, so this talks about the Yelowolf situation 03:36</p> <p>6 in late June 2012 where Zach Quillen reached out 03:36</p> <p>7 to you and said that Ticketmaster wasn't going to 03:36</p> <p>8 be granting any more waivers, right? 03:36</p> <p>9 A. Which section are you looking at? 03:36</p> <p>10 Q. Paragraph 11. 03:36</p> <p>11 A. Okay. 03:36</p> <p>12 Q. And you go on to say, then, that 03:36</p> <p>13 thereafter as a result of this communication from 03:36</p> <p>14 Zach Quillen: "We told artist-clients wishing to 03:36</p> <p>15 conduct presales through CrowdSurge that they 03:36</p> <p>16 could either utilize our services in conjunction 03:36</p> <p>17 with an existing fan club or that CrowdSurge would 03:36</p> <p>18 have to decline to host a presale for the venue in 03:37</p> <p>19 question; i.e., waivers allowing other holdback 03:37</p> <p>20 sales were no longer an option." 03:37</p> <p>21 So when you say -- just so I understand, 03:37</p> <p>22 when you say "thereafter," do you mean after late 03:37</p> <p>23 June 2012 indefinitely into the future or only 03:37</p> <p>24 until September 2012 when you implemented the 03:37</p> <p>25 login? 03:37</p>	<p>1 A. Which piece are you talking about do I 03:37</p> <p>2 mean -- 03:37</p> <p>3 Q. You're saying -- 03:37</p> <p>4 A. -- for that period? 03:37</p> <p>5 Q. You're talking about here what you told 03:37</p> <p>6 artist-clients after June 2012, right? And I'm 03:37</p> <p>7 just asking whether this particular part of the 03:37</p> <p>8 declaration refers to after June 2012 through the 03:37</p> <p>9 present or just for that period before you 03:37</p> <p>10 implemented the login? 03:37</p> <p>11 A. Oh, that period until we implemented the 03:37</p> <p>12 login -- 03:37</p> <p>13 Q. Okay. 03:37</p> <p>14 A. -- so this was, yeah, a period of time. 03:37</p> <p>15 Q. So after you implemented the login, you 03:37</p> <p>16 were able to take on artist-clients that did not 03:37</p> <p>17 have an existing fan club? 03:38</p> <p>18 A. And create those for them, correct. 03:38</p> <p>19 Q. Okay. 03:38</p> <p>20 MS. FERGUSON: I think we're to 03:38</p> <p>21 Exhibit 178 now. 03:38</p> <p>22 (Exhibit 178 was marked.) 03:38</p> <p>23 BY MS. FERGUSON: 03:38</p> <p>24 Q. Okay. So this is an email from Josh Block 03:38</p> <p>25 to you and Jake Cohen dated October 26, 2012. 03:38</p>
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<p>1 A. Okay. Can you give me a minute to read 03:38</p> <p>2 it, please? 03:38</p> <p>3 Q. Of course. 03:39</p> <p>4 A. (Reviewing.) 03:39</p> <p>5 Okay. 03:39</p> <p>6 Q. Okay. So looking at the base email on the 03:39</p> <p>7 back page, there's email from Chris Biggs. Do you 03:39</p> <p>8 know who Chris Biggs is? 03:39</p> <p>9 A. I do. 03:39</p> <p>10 Q. Who is he? 03:39</p> <p>11 A. He was at Idea Den, which was a web 03:39</p> <p>12 company that hosted eCommerce, and I think they 03:40</p> <p>13 had fan clubs as well. 03:40</p> <p>14 Q. So he's talking here about a band. Is 03:40</p> <p>15 this a band that -- how -- what would their 03:40</p> <p>16 connection have been to a band? Did they run a 03:40</p> <p>17 fan club or something? 03:40</p> <p>18 A. Yeah, they ran the website and I believe 03:40</p> <p>19 they ran and hosted the fan club mechanic. And we 03:40</p> <p>20 integrated behind them. 03:40</p> <p>21 Q. So this is one of the companies that you 03:40</p> <p>22 would have worked with during that -- 03:40</p> <p>23 A. Yeah. 03:40</p> <p>24 Q. -- June to September 2012 time period? 03:40</p> <p>25 Okay. So he says: "I just found out 03:40</p>	<p>1 today that the band wants to do away with their 03:40</p> <p>2 fan club for next year, meaning after 12/31/12 03:40</p> <p>3 there will be no more members. How does this 03:40</p> <p>4 affect us using your services? We can still make 03:40</p> <p>5 ticket access behind a unique login on the site 03:40</p> <p>6 and we can still brand people that have profiles 03:40</p> <p>7 as part of a, quote, community or, quote, fan 03:40</p> <p>8 club. It would just be a free membership. Will 03:41</p> <p>9 this work for you guys?" 03:41</p> <p>10 So -- so Mr. Biggs is telling you -- 03:41</p> <p>11 Briggs? -- is telling you that the band is ending 03:41</p> <p>12 its fan club; is that right? 03:41</p> <p>13 A. So at the web company he is telling me 03:41</p> <p>14 that the piece of their business which takes money 03:41</p> <p>15 from a paid fan club is going away and that 03:41</p> <p>16 they're converting it to a free model. 03:41</p> <p>17 Q. Does he mention any content that exists 03:41</p> <p>18 behind that model? 03:41</p> <p>19 A. In this email, I don't believe that it 03:41</p> <p>20 does mention any of the content that's there. 03:41</p> <p>21 He's only referring to the access into the fan 03:41</p> <p>22 club. 03:41</p> <p>23 Q. Okay. So he asks you "How does this 03:41</p> <p>24 affect us using your services?" 03:41</p> <p>25 Do you see that? 03:41</p>

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<p>1 A. I do. 03:41</p> <p>2 Q. Okay. And then you respond on the next 03:41</p> <p>3 page to him cc'ing Jon Wright, looks like that's 03:41</p> <p>4 someone who works with Chris Briggs [sic]? 03:41</p> <p>5 A. Yep. 03:42</p> <p>6 Q. Josh Block and Jake Cohen. Who is Jake 03:42</p> <p>7 Cohen? 03:42</p> <p>8 A. Jake Cohen was the Artist Services 03:42</p> <p>9 representative at the time so he was the guy 03:42</p> <p>10 executing on the campaign. 03:42</p> <p>11 Q. Okay. Is he someone that would work on 03:42</p> <p>12 Jesse Bellin's team? 03:42</p> <p>13 A. At the time, yeah. Or was it Josh Block's 03:42</p> <p>14 team at the time? I don't -- I don't remember. 03:42</p> <p>15 But, yes, Artist Services. 03:42</p> <p>16 Q. Okay. So you respond: "I will let Josh 03:42</p> <p>17 and Jake speak to the fan club side of things, but 03:42</p> <p>18 it shouldn't be an issue." 03:42</p> <p>19 Why didn't you think it would be an issue? 03:42</p> <p>20 A. Because it's not a problem whether it's 03:42</p> <p>21 paid or free so long as the fan club is still a 03:42</p> <p>22 community. 03:42</p> <p>23 Q. Can you describe what you mean "still a 03:42</p> <p>24 community"? 03:42</p> <p>25 A. So as long as we're still interacting with 03:42</p>	<p>1 the fans and giving them exclusive content and 03:42</p> <p>2 they're treating people within that wall for 03:42</p> <p>3 access to presale tickets, exclusive content, all 03:42</p> <p>4 the other rewards of being in a fan club, then 03:42</p> <p>5 everything should be fine. There's no requirement 03:42</p> <p>6 that it needs to be paid. 03:42</p> <p>7 Q. So along the lines of what you just said, 03:42</p> <p>8 Josh Block responds: "Fan club stuff is all fine 03:43</p> <p>9 as long as they retain a login and -- and the some 03:43</p> <p>10 benefit of joining aside from tickets." 03:43</p> <p>11 Do you have any understanding of what the 03:43</p> <p>12 "some benefit" would be? 03:43</p> <p>13 A. We'd have to look back on the campaign to 03:43</p> <p>14 see all the other pieces besides the ticket. 03:43</p> <p>15 Q. So you don't recall this particular 03:43</p> <p>16 artist? 03:43</p> <p>17 A. I do recall the artist, I just don't 03:43</p> <p>18 recall the campaign from nearly four-and-a-half 03:43</p> <p>19 years ago. 03:43</p> <p>20 Q. Are they a current client? 03:43</p> <p>21 A. They're not. 03:43</p> <p>22 Q. Do you know when they stopped being a 03:43</p> <p>23 client? 03:43</p> <p>24 A. I don't. I think we only did one tour 03:43</p> <p>25 with them. They're a Christian artist based in 03:43</p>
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<p>1 Nashville. 03:44</p> <p>2 Q. And as a general matter, if you're 03:44</p> <p>3 pitching services to this client for the one tour 03:44</p> <p>4 presale that you did, what would you tell them 03:44</p> <p>5 were the "some benefits" that they would need to 03:44</p> <p>6 retain behind a login? 03:44</p> <p>7 A. Well, for this client in particular, they 03:44</p> <p>8 had a paid fan club that was run by Idea Den, so 03:44</p> <p>9 the pitch would be very different than the 03:44</p> <p>10 adjustment, given the new setup that they had. So 03:44</p> <p>11 the "some benefits" could be all of the things 03:44</p> <p>12 I've stated before. So anything -- whatever they 03:44</p> <p>13 want to do and whatever made sense for their fans. 03:44</p> <p>14 So exclusive content, et cetera. 03:44</p> <p>15 Q. That's something that the artist would 03:44</p> <p>16 decide? 03:44</p> <p>17 A. That we work on with the artist. So if 03:44</p> <p>18 he's asking us, then we'll absolutely give him 03:44</p> <p>19 advice and different things we think are good and 03:44</p> <p>20 that fans like. 03:44</p> <p>21 Q. Okay. Let's move on to the next one. 03:44</p> <p>22 MS. FERGUSON: Exhibit 179. 03:45</p> <p>23 (Exhibit 179 was marked.) 03:45</p> <p>24 BY MS. FERGUSON: 03:45</p> <p>25 Q. So this is an email from you dated 03:45</p>	<p>1 September 12th, 2012, to Josh Block, Jake Cohen 03:45</p> <p>2 and Matt Vail. 03:45</p> <p>3 A. Okay. If you could please give me a 03:45</p> <p>4 moment to read it. 03:45</p> <p>5 Q. Of course. 03:45</p> <p>6 MR. WOLFSON: Did you say it was from 03:45</p> <p>7 him? 03:45</p> <p>8 THE WITNESS: No, this is not from 03:45</p> <p>9 me. I'm cc'd on one portion of it at the end. 03:45</p> <p>10 But these are Josh Block and Jake -- 03:45</p> <p>11 MS. FERGUSON: Sorry, I think we 03:45</p> <p>12 gave -- looks like this is the wrong -- hold on. 03:45</p> <p>13 THE WITNESS: Okay. 03:45</p> <p>14 MS. FERGUSON: My mistake. 03:46</p> <p>15 BY MS. FERGUSON: 03:46</p> <p>16 Q. Okay. I've got the right one now. This 03:46</p> <p>17 one is. 03:46</p> <p>18 A. Okay. Hold on one second, please. 03:46</p> <p>19 (Reviewing.) 03:46</p> <p>20 Okay. 03:46</p> <p>21 Q. Okay. So the first line is: "Just got 03:47</p> <p>22 off the phone with Kevin at Benchmark." 03:47</p> <p>23 Who is Kevin? 03:47</p> <p>24 A. The manager. 03:47</p> <p>25 Q. And is Benchmark a management company? 03:47</p>

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1 A. Yes, I believe. 03:47
 2 Q. It says that Kevin wants to get started -- 03:47
 3 get start -- wants to start getting the ball 03:47
 4 rolling with the Eels tour which will go on sale 03:47
 5 in early November. 03:47
 6 A. Uh-huh. 03:47
 7 Q. And you go on to say: "Looks like 18 03:47
 8 dates in the U.S., 1 to 2K cap rooms." 03:47
 9 Are you referring to the size of the 03:47
 10 venue? 03:47
 11 A. Uh-huh. 03:47
 12 Q. It says: "There are some Fillmores in 03:47
 13 there so I discussed Ticketmaster compliance with 03:47
 14 him and he is down to do a login for those dates 03:47
 15 and says he will get ahead of those dates with 03:47
 16 messaging to make sure sales are effective. Will 03:47
 17 probably be three dates that we will receive 03:47
 18 letters." 03:47
 19 Are you referring to letters from 03:47
 20 Ticketmaster there? 03:47
 21 A. Yes. 03:47
 22 Q. So compliance letters? 03:47
 23 A. Yes, or the -- no, not -- I don't know 03:47
 24 if -- not compliance letters. I think this was 03:48
 25 you have to sign that you are compliant letter I 03:48

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1 think is what we're getting him to sign. 03:48
 2 Q. That you would receive from the venue 03:48
 3 or -- 03:48
 4 A. From the venues, I think, or Ticketmaster. 03:48
 5 Q. And then you say: "They have no fan club." 03:48
 6 A. Yeah, they currently had no fan club when 03:48
 7 we began the conversation. 03:48
 8 Q. So this is an artist that, when you were 03:48
 9 pitching the business to, they had no fan club? 03:48
 10 A. Yeah. 03:48
 11 Q. And you said that -- you say that you 03:48
 12 discussed Ticketmaster compliances with him and he 03:48
 13 is down to do a login for those dates. 03:48
 14 So did CrowdSurge represent to the artists 03:48
 15 that all they needed to do was implement a login 03:48
 16 in order to be compliant with the fan club policy? 03:48
 17 A. No, this is one of those for us very 03:48
 18 fortunate moments where we are -- it looks like 03:48
 19 that was a month before anything was going to go 03:48
 20 on sale so we'd have plenty of time to sort out 03:48
 21 how to build the fan club, the biggest hurdle 03:49
 22 being the login, being the biggest change for 03:49
 23 them, so that would be the first piece that we 03:49
 24 would talk about as far as implementation. 03:49
 25 Q. How long do you think it would take to 03:49

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1 build a fan club that complies with Ticketmaster's 03:49
 2 fan club policy? 03:49
 3 A. How long does it take to build it? It's a 03:49
 4 question of how long it takes to get approvals for 03:49
 5 the content and the design and the creative and 03:49
 6 integrating onto the artist's website. 03:49
 7 Q. So typically how long do you think it 03:49
 8 takes in your experience? 03:49
 9 A. To build or launch? I mean, there's 03:49
 10 different -- to technically build a fan club I 03:49
 11 think our team could put one in place and have it 03:49
 12 be the shell in the matter of an hour. But to 03:49
 13 build a fan club is a different thing. 03:49
 14 Q. So to put the shell, meaning the login in 03:49
 15 place, could take an hour? 03:49
 16 A. Yeah, and then you have -- 03:49
 17 MR. WOLFSON: Objection -- 03:49
 18 THE WITNESS: -- to decide -- 03:49
 19 MR. WOLFSON: Objection to form, 03:49
 20 clarifying as -- or characterizing as login. 03:49
 21 THE WITNESS: Yeah. So, yeah, to put 03:49
 22 the integration in place, so our platform onto an 03:49
 23 artist's site that would contain the login 03:50
 24 mechanic is a very simple process. The part 03:50
 25 that's difficult is coming up with the content, 03:50

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1 coming up with the pieces and the engagement 03:50
 2 within the fan club. 03:50
 3 BY MS. FERGUSON: 03:50
 4 Q. And in your experience how long does that 03:50
 5 take? 03:50
 6 A. Every artist is different, and it depends 03:50
 7 on if we're running it or if they already have 03:50
 8 something in place. 03:50
 9 Q. How often are you running it? 03:50
 10 A. I couldn't tell you. 03:50
 11 Q. In the majority of circumstances? 03:50
 12 A. I couldn't tell you. 03:50
 13 Q. So besides the login mechanic what else is 03:50
 14 necessary to have a compliant fan club under the 03:50
 15 Ticketmaster policy? 03:50
 16 MR. WOLFSON: Objection, form. 03:50
 17 THE WITNESS: So there needs to be a 03:50
 18 unique username and login, there needs to be 03:50
 19 meaningful interaction behind the wall. So there 03:50
 20 needs to be offers beyond the ticket and 03:50
 21 engagement for the fans, so ticket being only one 03:50
 22 of the things that the fan gets by being a part of 03:50
 23 that fan club. 03:50
 24 We're capped to 8 percent and we can 03:50
 25 sell only during the presale, and you can't market 03:51

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<p>1 outside of the fan club the specific dates. 03:51 2 BY MS. FERGUSON: 03:51 3 Q. And the sale of tickets also cannot be the 03:51 4 primary purpose -- 03:51 5 A. The sole purpose. 03:51 6 Q. -- for the fan club? The primary purpose. 03:51 7 A. I think that you can never divorce the 03:51 8 ticket from a fan club, so I think it is central 03:51 9 to what a fan club is and the benefits of a fan 03:51 10 club, but it cannot be the only benefit. 03:51 11 Q. Do you think it's one of the primary 03:51 12 benefits? 03:51 13 A. I do. I do think it's one of the primary 03:51 14 benefits. 03:51 15 Q. And one of the primary benefits in the fan 03:51 16 clubs that CrowdSurge creates for its 03:51 17 artists-clients? 03:51 18 A. Again, depends on the artist. Some 03:51 19 artists build custom flags that they give to their 03:51 20 fans that they can only get in the fan club. Some 03:51 21 do meet and greets only accessible within the fan 03:51 22 club. Fan club parties -- there's tons of stuff. 03:51 23 So it just depends on the artist. 03:51 24 But I think that the ticket is always a 03:51 25 large part of that for anybody, and that fan 03:51</p>	<p>1 getting access to tickets directly from their 03:51 2 favorite artist. 03:51 3 THE REPORTER: Can you slow down, 03:52 4 please? 03:52 5 THE WITNESS: Oh, I'm sorry. 03:52 6 BY MS. FERGUSON: 03:52 7 Q. Do you think that the sale of presale 03:52 8 tickets in the fan clubs that CrowdSurge creates 03:52 9 for its artists-clients is ever incidental to the 03:52 10 fan club? 03:52 11 A. You know, some artists do not have a 03:52 12 problem selling tickets, so for some of them, 03:52 13 yeah, it's a vehicle to then have a direct 03:52 14 communication with their fans to do other cool 03:52 15 stuff for them. 03:52 16 Q. But you're -- but is it -- 03:52 17 A. But it's always a piece. 03:52 18 Q. It's always a piece and -- 03:52 19 A. Yeah. It's almost always -- I mean, I 03:52 20 think any fan club that you'll find anywhere in 03:52 21 the world will have access to tickets. 03:52 22 Q. And you -- but for your fan clubs in 03:52 23 particular that you help create, is it -- you 03:52 24 testified it's a central piece, correct? 03:52 25 MR. WOLFSON: Objection, form. 03:52</p>
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<p>1 THE WITNESS: I'd say it is an 03:52 2 important piece to any fan club that we build, 03:52 3 absolutely. 03:52 4 BY MS. FERGUSON: 03:52 5 Q. And does CrowdSurge offer any technology 03:52 6 solutions to the artist that addresses content 03:53 7 behind the login page? 03:53 8 A. So currently I'm not sure of all the 03:53 9 different products we have but, yeah, I mean, we 03:53 10 can deliver instant grat tracks, so by -- you can 03:53 11 get a free piece of music that we can deliver to 03:53 12 them. We can house video content. We can run 03:53 13 contests. Yeah, it's a bunch of stuff. 03:53 14 Q. Okay. You can put that one aside. I'll 03:53 15 try to grab the right one this time. 03:54 16 MS. FERGUSON: Okay. So we're at 03:54 17 Exhibit 180. 03:54 18 (Exhibit 180 was marked.) 03:54 19 THE WITNESS: Thank you. 03:54 20 BY MS. FERGUSON: 03:54 21 Q. So this is an email from Marisa Brown to 03:54 22 you dated February 25, 2013. 03:54 23 A. Okay. A moment to read it, please. 03:54 24 (Reviewing.) 03:54 25 Okay. 03:55</p>	<p>1 Q. Okay. Who is Marisa Brown? 03:55 2 A. She's the manager of St. Vincent, and I 03:55 3 believe she works with David Byrne too in some 03:55 4 respects -- or, no, just St. Vincent. Sorry. 03:55 5 Q. Okay. And so this email is regarding 03:55 6 presales for the artist St. Vincent and David 03:55 7 Byrne here? 03:55 8 A. Yes. And all the content in the initial 03:55 9 piece of this email is all about their European 03:55 10 tour. 03:55 11 Q. Okay. Okay. So -- 03:55 12 A. It skips. 03:55 13 Q. -- I'm looking on the front page. There's 03:55 14 an email from you. Do you see that? 03:55 15 A. Yes. 03:55 16 Q. Okay. And it says -- you write: "We 03:55 17 received a Ticketmaster compliance letter for the 03:55 18 Michigan Theater date on July 8. We will need to 03:56 19 have a fan club login for this presale 03:56 20 specifically." 03:56 21 And so the reference to a compliance 03:56 22 letter, are those the letters we discussed earlier 03:56 23 that you may receive from a venue or from 03:56 24 Ticketmaster? 03:56 25 A. Yeah I -- yeah, I guess so. 03:56</p>

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1 THE WITNESS: Thanks. Hold on a 04:18
 2 second, please. (Reviewing.) Okay. 04:18
 3 BY MS. FERGUSON: 04:19
 4 Q. Okay. And this is an email that you sent 04:19
 5 to Jesse Bellin and others at Songkick? 04:19
 6 A. This is an email that Jesse Bellin sent 04:19
 7 out to others at Songkick, which then I responded 04:19
 8 to. 04:19
 9 Q. Right. Sorry. I was just referring to 04:19
 10 the top email from you. 04:19
 11 A. Yes. 04:19
 12 Q. Okay. And do you recognize this document? 04:19
 13 A. I don't. 04:19
 14 Q. Do you have any reason to doubt that this 04:19
 15 is a true and correct document that you sent and 04:19
 16 received in the normal course? 04:19
 17 A. No. 04:19
 18 Q. Okay. So looking at Jesse Bellin's email, 04:19
 19 on the first page here, the bottom of the first 04:19
 20 page, she says: "My gut is to have them put 04:20
 21 pressure on promoters who are not releasing 04:20
 22 inventory and Schmitt's not getting back to them." 04:20
 23 Do you know what she's referencing here? 04:20
 24 A. (Reviewing.) I don't know who "them" is. 04:20
 25 I don't know what she's -- who she's talking about 04:20

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1 unless she's talking about every one of these 04:20
 2 artists who are receiving a issue from 04:20
 3 Ticketmaster. 04:20
 4 Q. And do you have an understanding of what 04:20
 5 she's saying when she says "My gut is to have them 04:20
 6 put pressure on promoters who are not releasing 04:20
 7 inventory"? 04:20
 8 A. I believe that what she's saying is the 04:20
 9 reality that the artist has made a deal with the 04:20
 10 promoter and the promoter has made a deal with the 04:20
 11 venue and that that would be the route to have a 04:20
 12 conversation and she suggests that would be the 04:20
 13 first point of contact. 04:20
 14 Q. So she's suggesting that you should tell 04:20
 15 artists to put pressure on promoters to get ticket 04:20
 16 allocations? 04:20
 17 A. Yeah, she's suggesting that they talk to 04:21
 18 the promoters. 04:21
 19 Q. And if you look at the other -- the -- the 04:21
 20 second page, it lists what the -- 04:21
 21 A. Uh-huh. 04:21
 22 Q. -- TM issue is. And I assume -- 04:21
 23 A. Sure. 04:21
 24 Q. -- that means Ticketmaster issue? 04:21
 25 A. Uh-huh. 04:21

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1 Q. And for these four: GRiZ, Minus the Bear, 04:21
 2 and Wilco, it says the TM issue is no bona fide 04:21
 3 fan club -- 04:21
 4 A. Uh-huh. 04:21
 5 Q. -- right? 04:21
 6 A. Yes. 04:21
 7 Q. So what Ms. Bellin is suggesting here is 04:21
 8 that you should put -- you should tell artists to 04:21
 9 put pressure on promoters to get ticket 04:21
 10 allocations even though Ticketmaster had informed 04:21
 11 them that they didn't have a fan club that 04:21
 12 complied with Ticketmaster's fan club policy? 04:21
 13 A. I think what she's suggesting and what is 04:21
 14 the standard practice is that we had built a fan 04:21
 15 club and that this was a period of time in which 04:21
 16 Mike Schmitt would call anything a -- it was bona 04:21
 17 fide -- that's why it was in quotes there. 04:21
 18 Everything was not a bona fide fan club. 04:21
 19 So I think, as a reaction to Mike Schmitt 04:21
 20 having a non-bona fide fan club for every artist 04:21
 21 that appeared, this was a tactic she thought would 04:21
 22 be a good way to continue the conversation. 04:21
 23 Q. Okay. So just to break that down, so what 04:22
 24 would happen is that Mike Schmitt at Ticketmaster 04:22
 25 would reach out and say that an artist did not 04:22

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1 have a bona fide fan club and, therefore, couldn't 04:22
 2 proceed with a presale at the Ticketmaster venue, 04:22
 3 correct? 04:22
 4 A. Uh-huh. 04:22
 5 Q. And Jesse Bellin's saying that, in 04:22
 6 response to that, what she recommends doing is 04:22
 7 having the artists put pressure on the promoters 04:22
 8 to release ticket allocations, correct? 04:22
 9 A. With the understanding that they do have a 04:22
 10 fan club. So the beginning of this, which isn't 04:22
 11 stated in here, is that there is a fan club. Mike 04:22
 12 Schmitt is calling everything not a bona fide fan 04:22
 13 club. And so the artists should speak to the 04:22
 14 promoter. 04:22
 15 Q. But Ticketmaster had informed you that 04:22
 16 there was no fan club -- 04:22
 17 A. I mean, from this -- 04:22
 18 Q. -- from Ticketmaster's perspective? 04:22
 19 A. -- I can't tell what they said other than 04:22
 20 bona fide. So I don't know if there was any 04:22
 21 explanation other than you don't have a bona fide 04:22
 22 fan club. 04:22
 23 Q. But Ticketmaster had -- 04:22
 24 A. So I don't know what that means. 04:22
 25 Q. Well, Ticketmaster had reached out and 04:22

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<p>1 A. I don't believe we were constantly asking 04:26 2 them to put pressure on people. 04:26 3 Q. You constantly asking them to get involved 04:26 4 with Ticketmaster? 04:26 5 MR. WOLFSON: Objection, form. 04:26 6 THE WITNESS: No, we were constantly 04:26 7 informing them of what the policy was and what we 04:26 8 had set up and then it was to them to do what they 04:26 9 would. 04:26 10 BY MS. FERGUSON: 04:26 11 Q. You weren't asking them to get involved? 04:26 12 A. No, we would definitely talk to them about 04:26 13 it. We weren't the ones to have the conversation. 04:26 14 Jesse would likely have a back and forth with 04:26 15 Schmitt and it would go nowhere, so then the 04:26 16 artist would have to jump in. 04:26 17 Q. So in instances where the artist or their 04:26 18 manager representatives would have to jump in, did 04:26 19 Songkick coach those managers or artist 04:26 20 representatives on what it should tell 04:26 21 Ticketmaster? 04:26 22 MR. WOLFSON: Objection, form. 04:26 23 THE WITNESS: We would inform them to 04:26 24 the best of our ability what the Ticketmaster fan 04:26 25 club policy was, what they had, and then, again, 04:26</p>	<p>1 it would be up to them to have the conversations, 04:26 2 and we were never in any of those conversations, 04:26 3 so I don't know how they played out. 04:26 4 BY MS. FERGUSON: 04:27 5 Q. When you'd put your services to a new 04:27 6 artist client, did you tell the artist and their 04:27 7 managers or their representatives, at the time 04:27 8 that you were pitching your services, that -- that 04:27 9 Ticketmaster might shut down their presales? 04:27 10 A. At this period of time, if I'm going to 04:27 11 look at all of the artists on here, I would say 04:27 12 that at that period of time we were saying you are 04:27 13 likely going to have an issue regardless of if 04:27 14 you've had a fan club for ten years or five years 04:27 15 or it's brand-new, and that they are just 04:27 16 blanket-affecting everybody. 04:27 17 Q. And so this is something you -- 04:27 18 A. That was the experience. 04:27 19 Q. This is something you would have given a 04:27 20 heads-up to -- 04:27 21 A. Yeah, absolutely. 04:27 22 Q. -- the artist in advance? 04:27 23 A. Yeah, before even having a contract in 04:27 24 place with them. 04:27 25 Q. And what was the reaction from artists on 04:27</p>
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<p>1 this? 04:27 2 A. Well, I don't think any artist would pick 04:27 3 up a phone and talk to anybody had they not 04:27 4 believed this was an important part of their 04:27 5 business that they wanted to do. So they were 04:27 6 unhappy that they had to jump through these hoops 04:27 7 and do what they needed to do to run this part of 04:27 8 the business the way that they would like to. 04:28 9 Q. But as we talked about before, if they 04:28 10 want to run these kind of presales at Ticketmaster 04:28 11 venues, they need to comply with the Ticketmaster 04:28 12 fan club policy, right? 04:28 13 A. Yeah, absolutely. 04:28 14 Q. And does Songkick ever ghostwrite emails 04:28 15 for artist clients to send to Ticketmaster? 04:28 16 MR. WOLFSON: Objection, form. 04:28 17 THE WITNESS: I mean, I don't know. 04:28 18 I'm sure we've sent suggested copy to people 04:28 19 before. 04:28 20 BY MS. FERGUSON: 04:28 21 Q. And does Songkick ever give artists or 04:28 22 their managers talking points to use when talking 04:28 23 to Ticketmaster about compliance issues? 04:28 24 A. Again, we advise -- oh, sorry. 04:28 25 MR. WOLFSON: Objection, form. 04:28</p>	<p>1 THE WITNESS: Again, we advise them 04:28 2 on what Ticketmaster compliance is and to which -- 04:28 3 how they are compliant and the services within 04:28 4 that. 04:28 5 BY MS. FERGUSON: 04:28 6 Q. So do you give them talking points, 04:28 7 though? 04:28 8 A. Again, we advise them on what they have 04:28 9 that's compliant, what the Ticketmaster policy is, 04:29 10 and inform them of where they stand with that. 04:29 11 And then, again, they do with that what they will. 04:29 12 Q. Okay. 04:29 13 MR. WOLFSON: Kirsten, would this be 04:29 14 a good time to take a quick break? 04:29 15 MS. FERGUSON: Yeah, that's -- 04:29 16 MR. WOLFSON: We've been going for 04:29 17 about -- 04:29 18 MS. FERGUSON: -- that's fine. 04:29 19 MR. WOLFSON: -- an hour and a half. 04:29 20 THE VIDEOGRAPHER: Off the record at 04:29 21 4:28. 04:29 22 (Recess observed.) 04:29 23 THE VIDEOGRAPHER: Back on the record 04:43 24 at 4:43. 04:43 25</p>

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<p>1 BY MS. FERGUSON: 04:43</p> <p>2 Q. Okay. So in those instances where 04:43</p> <p>3 Ticketmaster told CrowdSurge that it couldn't 04:43</p> <p>4 proceed with a presale because the presale didn't 04:43</p> <p>5 comply with Ticketmaster's fan club policy, what 04:43</p> <p>6 was CrowdSurge's response to that? 04:43</p> <p>7 A. We would generally inform them of all the 04:43</p> <p>8 reasons why it is compliant. 04:43</p> <p>9 Q. And by "them," you mean Ticketmaster? 04:43</p> <p>10 A. I believe Jesse would write Ticketmaster 04:44</p> <p>11 and we would also inform the artist. 04:44</p> <p>12 Q. Was there a protocol or standard policy 04:44</p> <p>13 that CrowdSurge followed in terms of how it 04:44</p> <p>14 responded to Ticketmaster in those situations? 04:44</p> <p>15 A. Yeah, I think after this became, like, the 04:44</p> <p>16 standard practice from Ticketmaster to effect all 04:44</p> <p>17 of our presales, I think, yeah, we started to 04:44</p> <p>18 figure out how do we manage the scale of effect 04:44</p> <p>19 that Ticketmaster was having on all of our 04:44</p> <p>20 presales. 04:44</p> <p>21 Q. And was there a policy that CrowdSurge 04:44</p> <p>22 employees were supposed to follow in their 04:44</p> <p>23 interactions with Ticketmaster? 04:44</p> <p>24 MR. WOLFSON: Objection, form, 04:44</p> <p>25 policy. 04:44</p>	<p>1 THE WITNESS: Sorry. Restate the 04:44</p> <p>2 question. 04:44</p> <p>3 BY MS. FERGUSON: 04:44</p> <p>4 Q. Like a standard protocol or policy that 04:44</p> <p>5 CrowdSurge employees were supposed to follow in 04:44</p> <p>6 their interactions with Ticketmaster related to 04:44</p> <p>7 compliance issues? 04:44</p> <p>8 A. I wouldn't say policy. I think there was 04:44</p> <p>9 guidelines of how to discuss things and what 04:44</p> <p>10 typically would happen and how to think about it 04:44</p> <p>11 and.... 04:44</p> <p>12 Q. And what were those guidelines? 04:44</p> <p>13 A. Oh, I don't know. I'd have to look at 04:44</p> <p>14 them. 04:44</p> <p>15 Q. Can you generally describe them to me? 04:44</p> <p>16 A. I'd have to look at them. Typically it 04:44</p> <p>17 would be about the artist having a compliant fan 04:45</p> <p>18 club and -- 04:45</p> <p>19 Q. And -- 04:45</p> <p>20 A. -- why and then how to express that to an 04:45</p> <p>21 artist. 04:45</p> <p>22 Q. -- do you know when CrowdSurge or Songkick 04:45</p> <p>23 came up with those guidelines? 04:45</p> <p>24 A. Huh-uh. I'd have to see it. 04:45</p> <p>25 Q. So who was the primary person at 04:45</p>
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<p>1 CrowdSurge who communicated with Ticketmaster 04:45</p> <p>2 regarding compliance? 04:45</p> <p>3 A. Jesse Bellin. 04:45</p> <p>4 Q. Did others communicate with Ticketmaster 04:45</p> <p>5 regarding compliance issues other than Jesse 04:45</p> <p>6 Bellin? 04:45</p> <p>7 A. I'm sure. I don't know, off the top of my 04:45</p> <p>8 head, who. 04:45</p> <p>9 Q. So who's the most knowledgeable person, 04:45</p> <p>10 then, at CrowdSurge regarding compliance issues? 04:45</p> <p>11 A. In what sense? 04:45</p> <p>12 Q. Generally compliance issues related to 04:45</p> <p>13 Ticketmaster's fan club policy. 04:45</p> <p>14 A. I think everybody who deals with an artist 04:45</p> <p>15 on our team is well aware of compliance and what 04:45</p> <p>16 that means and what we need to do to be compliant. 04:45</p> <p>17 Q. So would that be a large number of people? 04:45</p> <p>18 A. Yeah, I think anybody who is dealing with 04:46</p> <p>19 clients externally is well aware of compliance and 04:46</p> <p>20 what that means. 04:46</p> <p>21 Q. Do you think there's one person that's the 04:46</p> <p>22 go-to most knowledgeable person regarding 04:46</p> <p>23 compliance issues or -- or no? 04:46</p> <p>24 A. Generally it's both myself and Jesse 04:46</p> <p>25 Bellin. 04:46</p>	<p>1 Q. Okay. So did CrowdSurge -- do CrowdSurge 04:46</p> <p>2 employees generally understand what Ticketmaster's 04:46</p> <p>3 policy, fan club policy, is? 04:46</p> <p>4 A. I believe -- 04:46</p> <p>5 MR. WOLFSON: Objection -- objection, 04:46</p> <p>6 form, calls for speculation. 04:46</p> <p>7 THE WITNESS: I believe so, to the 04:46</p> <p>8 best of my knowledge. 04:46</p> <p>9 BY MS. FERGUSON: 04:46</p> <p>10 Q. And have -- over the years, have 04:46</p> <p>11 CrowdSurge employees had questions about -- about 04:46</p> <p>12 the fan club policy? 04:46</p> <p>13 A. Yeah. 04:46</p> <p>14 Q. What kinds of questions? 04:46</p> <p>15 A. I mean -- 04:46</p> <p>16 MR. WOLFSON: Objection -- 04:46</p> <p>17 THE WITNESS: Yeah. 04:46</p> <p>18 MR. WOLFSON: -- form, broad. 04:46</p> <p>19 THE WITNESS: Yeah, I don't -- I 04:46</p> <p>20 don't know. I mean, this is a pretty large topic 04:46</p> <p>21 in our company, as you can see the pervasiveness. 04:46</p> <p>22 BY MS. FERGUSON: 04:47</p> <p>23 Q. Did any employees at CrowdSurge ever voice 04:47</p> <p>24 concerns to you that CrowdSurge wasn't complying 04:47</p> <p>25 with Ticketmaster's policy? 04:47</p>

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<p>1 A. Not that I recall. 04:47</p> <p>2 Q. Did CrowdSurge or Songkick include 04:47</p> <p>3 information about the fan club policy in its 04:47</p> <p>4 employee trainings? 04:47</p> <p>5 A. Yeah, for anybody who would be on my team, 04:47</p> <p>6 business development and Artist Services, it's an 04:47</p> <p>7 absolute requirement for them operating in North 04:47</p> <p>8 America that they understand what this is and how 04:47</p> <p>9 to address it and how to make sure that we are 04:47</p> <p>10 compliant. 04:47</p> <p>11 Q. So what sort of information would you 04:47</p> <p>12 provide them on the policy? 04:47</p> <p>13 A. What the fan club policy is and what it 04:47</p> <p>14 means to be compliant. 04:47</p> <p>15 Q. And when you say "what it means to be 04:47</p> <p>16 compliant," what would you convey to them? 04:48</p> <p>17 A. A fan club policy. 04:48</p> <p>18 Q. You would give them a copy of the fan club 04:48</p> <p>19 policy and walk them through it or -- 04:48</p> <p>20 A. Yeah, we'd discuss all the points in the 04:48</p> <p>21 fan club policy as it relates to us executing on 04:48</p> <p>22 artist engagements. 04:48</p> <p>23 Q. Did CrowdSurge ever hold a training that 04:48</p> <p>24 dealt specifically with compliance with 04:48</p> <p>25 Ticketmaster's fan club policy? 04:48</p>	<p>1 A. I don't know if we've done -- categorized 04:48</p> <p>2 as a training. I think there's been -- as we've 04:48</p> <p>3 learned more and we've understood more there's 04:48</p> <p>4 been many times that we've informed all the kind 04:48</p> <p>5 of front -- forward-facing people in the company 04:48</p> <p>6 of what is going on, what this is, what it means. 04:48</p> <p>7 MS. FERGUSON: Okay. And what 04:48</p> <p>8 exhibit number are we up to now? 04:48</p> <p>9 THE REPORTER: 184. 04:49</p> <p>10 MS. FERGUSON: Okay. Exhibit 184. 04:49</p> <p>11 (Exhibit 184 was marked.) 04:49</p> <p>12 THE WITNESS: Okay. Can I read this, 04:49</p> <p>13 please? 04:49</p> <p>14 (Reviewing.) 04:49</p> <p>15 Okay. 04:50</p> <p>16 BY MS. FERGUSON: 04:50</p> <p>17 Q. Okay. So the top email is an email from 04:50</p> <p>18 Matt Jones to you, Laura Becker, and Jesse 04:50</p> <p>19 Bellin -- 04:50</p> <p>20 A. Uh-huh. 04:50</p> <p>21 Q. -- dated June 30th, 2015? 04:50</p> <p>22 A. Correct. 04:50</p> <p>23 Q. And do you recognize this document? 04:50</p> <p>24 A. I don't. 04:50</p> <p>25 Q. Any reason to doubt this was a -- this is 04:50</p>
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<p>1 a true and correct document that you received in 04:50</p> <p>2 the normal course of business? 04:50</p> <p>3 A. No. 04:50</p> <p>4 Q. Okay. In looking at -- on the page that 04:50</p> <p>5 ends with the Bates number 7084, the third page, 04:50</p> <p>6 there's an email from you. 04:51</p> <p>7 A. What's the ending number? 04:51</p> <p>8 Q. Sorry. It's the first email in the chain. 04:51</p> <p>9 84. There's just a lot of -- 04:51</p> <p>10 A. 84. 04:51</p> <p>11 Q. -- signature blocks on the last few pages. 04:51</p> <p>12 A. Okay. 04:51</p> <p>13 Q. So it's actually the first email in the 04:51</p> <p>14 chain from you. 04:51</p> <p>15 A. Okay. 04:51</p> <p>16 Q. Okay? And it's an email from you to a 04:51</p> <p>17 number of listservs at CrowdSurge and Songkick? 04:51</p> <p>18 A. Uh-huh. 04:51</p> <p>19 Q. And do you know who's on those listservs? 04:51</p> <p>20 A. Yeah, the front-line team. 04:51</p> <p>21 So, like I said before, these are all the 04:51</p> <p>22 people that would be forward facing to the outside 04:51</p> <p>23 world. 04:51</p> <p>24 Q. And do you have any idea of how many 04:51</p> <p>25 people this would be? 04:51</p>	<p>1 A. I don't. 04:51</p> <p>2 Q. A significant number? Like, how large? 04:51</p> <p>3 Any ballpark? 04:51</p> <p>4 A. Twenty people? Thirty people? I'm not 04:51</p> <p>5 sure. 04:51</p> <p>6 Q. And is this people just in the U.S. or 04:51</p> <p>7 also in the UK? 04:51</p> <p>8 A. This is both U.S. and UK. 04:51</p> <p>9 Q. Okay. You write: "As you all know we 04:51</p> <p>10 have been in constant conversation facing 04:51</p> <p>11 Ticketmaster Fan Club Policies. These 04:51</p> <p>12 conversations touch everyone on the front lines of 04:52</p> <p>13 Songkick and we should all be well versed and able 04:52</p> <p>14 to properly express this to the outside world." 04:52</p> <p>15 You then say you're going to shoot over an invite 04:52</p> <p>16 to join a Hangout. I'll be going over the 04:52</p> <p>17 history, current state of affairs and how best to 04:52</p> <p>18 manage the conversation." 04:52</p> <p>19 So what was this intended to be, what 04:52</p> <p>20 you're describing here? 04:52</p> <p>21 A. Like I said a moment ago, it was intended 04:52</p> <p>22 to be an education so everybody was up to speed 04:52</p> <p>23 and understand what the fan club policy was and 04:52</p> <p>24 what that means and our interactions with 04:52</p> <p>25 Ticketmaster and what we'd be facing. 04:52</p>

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1 Q. And this was aimed at everyone on the 04:52
 2 front lines, as -- 04:52
 3 A. Yeah. 04:52
 4 Q. -- you said? 04:52
 5 And was there confusion at -- it seems 04:52
 6 like this is around the time of the merger, right? 04:52
 7 I just see both -- 04:52
 8 A. I think this was, like, right at the 04:52
 9 merger. 04:52
 10 Q. Because I just -- I ask just because I see 04:52
 11 both Songkick and CrowdSurge domain names. 04:52
 12 A. Yeah, I think this was around the merger. 04:52
 13 Q. Was there any confusion at Songkick or 04:52
 14 CrowdSurge at that time about Ticketmaster's fan 04:52
 15 club policy? 04:53
 16 A. There was a couple of points. One was -- 04:53
 17 bless you -- legacy Songkick had not quite figured 04:53
 18 out how to -- that -- they didn't know what 04:53
 19 Ticketmaster compliance was yet because they'd 04:53
 20 just gotten into selling tickets. So it was that 04:53
 21 piece for the legacy Songkick people. 04:53
 22 And the other piece was the ever-changing 04:53
 23 landscape of how different artists, different 04:53
 24 campaigns were categorized differently and the fan 04:53
 25 club's compliance seeming -- different 04:53

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1 interpretations for every artist. So I think it 04:53
 2 was just to educate everybody. 04:53
 3 Q. And was this the first sort of education 04:53
 4 or training session you had around the fan club 04:53
 5 policy? 04:53
 6 A. Oh, I don't know. I don't remember. 04:53
 7 Q. So you don't recall whether anything 04:53
 8 occurred before this? 04:53
 9 A. I don't remember. 04:53
 10 Q. Or after this? 04:53
 11 A. I mean, there was -- we were obviously 04:53
 12 talking about it significantly before this. I 04:53
 13 just don't know if there had been another kind of 04:53
 14 formal meeting with everybody to go through 04:53
 15 everything. 04:53
 16 Q. Okay. 04:53
 17 A. I'm sure there was. 04:53
 18 Q. Was the timing of this training at all 04:53
 19 related to the merger happening? 04:54
 20 A. I don't think so. I think it was more 04:54
 21 about the significant Ticketmaster impact on the 04:54
 22 world. 04:54
 23 Q. Around this particular time period? 04:54
 24 A. I -- I imagine so, yeah. I don't know. 04:54
 25 I'd have to look at, again, what campaigns and 04:54

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1 what the landscape was at that moment. I don't 04:54
 2 remember. 04:54
 3 Q. Okay. And you also write here that you'll 04:54
 4 be talking about how to best manage the 04:54
 5 conversation. 04:54
 6 What did you mean by that? 04:54
 7 A. Exactly that. Like, how to inform the 04:54
 8 artists of the fan club policy to be well versed 04:54
 9 in it so you knew how to express it properly to 04:54
 10 them and for people setting things up, to make 04:54
 11 sure that everything was set up properly. 04:54
 12 Q. So before this -- this training session 04:54
 13 that you're describing here, did CrowdSurge 04:54
 14 employees have a grasp of what the fan club policy 04:54
 15 was? 04:55
 16 MR. WOLFSON: Objection, form. 04:55
 17 THE WITNESS: Yeah. I believe that 04:55
 18 anybody who was forward-facing was aware. I think 04:55
 19 it was confusing by all the different changes that 04:55
 20 would happen and different interactions people 04:55
 21 were having. 04:55
 22 BY MS. FERGUSON: 04:55
 23 Q. Do you think they had an -- the employees 04:55
 24 had an understanding of what was required under 04:55
 25 the policy? 04:55

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1 A. I believe so. 04:55
 2 Q. And was the fan club policy distributed to 04:55
 3 employees? 04:55
 4 A. I believe so, yes, for those that were 04:55
 5 forward-facing or dealing with any specific artist 04:55
 6 setups. 04:55
 7 Q. Okay. And the next email in the chain is 04:55
 8 from Matt Jones. He asks: "Where did this come 04:55
 9 from, please?" 04:55
 10 Do you see that? 04:55
 11 A. Uh-huh. 04:55
 12 Q. Any idea why he's asking that? 04:55
 13 A. Again, I can only imagine that it is 04:55
 14 because we were getting a significant amount of 04:55
 15 issues, whereas from Laura's email before -- after 04:55
 16 this that Jesse and I were in a number of 04:55
 17 conversations and it was taking up a lot of our 04:55
 18 time. 04:55
 19 Q. Yeah. So if you look at the next email 04:56
 20 from Laura Becker, she says: "Came from Frontline 04:56
 21 meeting last week. We need to start getting other 04:56
 22 people on Client Services and BD in both North 04:56
 23 America and UK (since they handle UK clients with 04:56
 24 US tours and they all -- and they ask all the 04:56
 25 time) to at least be able to start combating some 04:56

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<p>1 BY MS. FERGUSON: 05:30</p> <p>2 Q. Okay. And so this -- the top email is an 05:30</p> <p>3 email from Jesse Bellin to you, cc'ing others at 05:30</p> <p>4 Songkick, right? 05:30</p> <p>5 A. The top one, yeah. 05:30</p> <p>6 Q. It's dated June 23rd, 2015? 05:30</p> <p>7 A. Correct. 05:30</p> <p>8 Q. And do you recognize this document? 05:30</p> <p>9 A. No. 05:30</p> <p>10 Q. Do you have any reason to doubt this is a 05:30</p> <p>11 true and correct document that you received in the 05:30</p> <p>12 normal course of business at Songkick? 05:30</p> <p>13 A. I don't. 05:30</p> <p>14 Q. Okay. And let's look at the base email, 05:30</p> <p>15 the bottom email in the chain from Mike Schmitt. 05:30</p> <p>16 It would be helpful for you to keep the playbook 05:30</p> <p>17 up next to you for comparison. 05:30</p> <p>18 A. Okay. So these are the emails prior to me 05:30</p> <p>19 being included. 05:30</p> <p>20 Q. Okay. The bottom of the email chain? 05:30</p> <p>21 A. Yeah. 05:30</p> <p>22 Q. And so you see there's an email from Mike 05:30</p> <p>23 Schmitt. It says: "Please be advised that since 05:31</p> <p>24 Nate Ruess does not have a bona fide fan club, any 05:31</p> <p>25 presales hosted outside of Ticketmaster would be 05:31</p>	<p>1 in violation of the Ticketmaster Fan Club Policy"? 05:31</p> <p>2 A. I'm sorry. Where -- where are we looking 05:31</p> <p>3 at that? 05:31</p> <p>4 Q. Sorry. The -- the last -- 05:31</p> <p>5 A. The last -- "It's come to my attention"? 05:31</p> <p>6 That one? 05:31</p> <p>7 Q. Yeah. And then it says: "Please be 05:31</p> <p>8 advised." 05:31</p> <p>9 A. Okay. 05:31</p> <p>10 Q. Right? 05:31</p> <p>11 A. Sure. 05:31</p> <p>12 Q. So you see that email from Mike Schmitt? 05:31</p> <p>13 A. Okay. I see that. 05:31</p> <p>14 Q. And then there's a response from Jesse 05:31</p> <p>15 Bellin on the next page, and she responds: "Nate 05:31</p> <p>16 Ruess has a fan club as defined by Ticketmaster's 05:31</p> <p>17 Fan Club Policies and Guidelines, which you can 05:31</p> <p>18 join here. Along with providing registered 05:31</p> <p>19 members with access to the latest news and 05:31</p> <p>20 contests from Nate Ruess and generally linking 05:31</p> <p>21 Nate with his most ardent fans. It allows members 05:31</p> <p>22 to access presales for events and venues with 05:31</p> <p>23 exclusive contracts with Ticketmaster once they 05:31</p> <p>24 have logged in using their unique Member ID and 05:31</p> <p>25 password." 05:31</p>
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<p>1 Do you see that? 05:31</p> <p>2 A. Uh-huh. 05:31</p> <p>3 Q. And does that response look familiar to 05:31</p> <p>4 you? 05:32</p> <p>5 A. Yeah, it looks like the one from the 05:32</p> <p>6 playbook. 05:32</p> <p>7 Q. Right. If you just flip to the playbook 05:32</p> <p>8 and you look at Step 2 on page 1. 05:32</p> <p>9 A. Okay. 05:32</p> <p>10 Q. And there's a section in bold that says, 05:32</p> <p>11 "Tour is announced and tickets are not on sale." 05:32</p> <p>12 A. Uh-huh. 05:32</p> <p>13 Q. And the part that's in italics, that's the 05:32</p> <p>14 form letter, right? 05:32</p> <p>15 A. It is. 05:32</p> <p>16 Q. And that's what Jesse Bellin sends here to 05:32</p> <p>17 Mike Schmitt on June 22nd, 2015? 05:32</p> <p>18 A. It is. 05:32</p> <p>19 Q. Okay. And she plugged in Nate Ruess's 05:32</p> <p>20 name, but everything else is the same, right? 05:32</p> <p>21 A. It appears to be so. But I'd have to read 05:32</p> <p>22 it again to make sure. Yep, looks like it is. 05:32</p> <p>23 Q. Okay. And so Ms. Bellin appears to be 05:32</p> <p>24 using the form from the playbook here, correct? 05:32</p> <p>25 A. It does. 05:32</p>	<p>1 Q. Okay. So Step 1 is that Ticketmaster 05:32</p> <p>2 flags the presale as non-compliant. That's what 05:32</p> <p>3 happened here, right? 05:32</p> <p>4 A. I'm sorry? 05:32</p> <p>5 Q. So Step 1 was that Ticketmaster flags the 05:32</p> <p>6 presale as non-compliant, right? 05:32</p> <p>7 A. Yes. 05:32</p> <p>8 Q. And that's what happened with regard to 05:32</p> <p>9 Nate Ruess in this situation? 05:33</p> <p>10 A. Yes. 05:33</p> <p>11 Q. And Step 2 is Ms. Bellin sends this form 05:33</p> <p>12 response, right? 05:33</p> <p>13 A. Yes. 05:33</p> <p>14 Q. And that's what happened here with regard 05:33</p> <p>15 to Nate Ruess, right? 05:33</p> <p>16 A. It is. 05:33</p> <p>17 Q. So it seems like we're following the 05:33</p> <p>18 playbook in this instance, right? 05:33</p> <p>19 A. It does. Looks like both Mike and Jesse 05:33</p> <p>20 are just copying and pasting stuff back and forth 05:33</p> <p>21 to each other. 05:33</p> <p>22 Q. Right. So the next response is -- there's 05:33</p> <p>23 a response from Mike Schmitt, right? "Jesse, Once 05:33</p> <p>24 again, TM has determined that there is no bona 05:33</p> <p>25 fide fan club for this artist. As such" -- 05:33</p>

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1 A. Uh-huh. 05:33
 2 Q. -- "please halt." 05:33
 3 So that follows the playbook as well, 05:33
 4 right? 05:33
 5 MR. WOLFSON: Objection, form. 05:33
 6 THE WITNESS: Let's see. What did 05:33
 7 Jesse say Mike will say? 05:33
 8 MR. WOLFSON: Sorry. Assumes facts. 05:33
 9 THE WITNESS: Yeah, and it looks like 05:33
 10 this instance happened before this playbook was 05:33
 11 written, so likely Jesse used this as the 05:34
 12 playbook. 05:34
 13 BY MS. FERGUSON: 05:34
 14 Q. Okay. So if you look at the next email 05:34
 15 from Jesse in the chain, it's a proposed draft 05:34
 16 email she has to Mike. 05:34
 17 A. Uh-huh. 05:34
 18 Q. And if you'd just compare that to the 05:34
 19 playbook. 05:34
 20 Do you see that that corresponds to 05:34
 21 Option 2 under Step 3? 05:34
 22 A. It does, yeah. It looks like she copied 05:34
 23 it from this email chain into the playbook. 05:34
 24 Q. Right. The "We do not have tickets" 05:34
 25 option, right? 05:34

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1 A. The "We do not have tickets" option. 05:34
 2 That's correct. 05:34
 3 Q. Okay. So, again, Ms. Bellin appears to be 05:35
 4 following the playbook here, right? 05:35
 5 MR. WOLFSON: Objection, form. 05:35
 6 THE WITNESS: Again, to me this looks 05:35
 7 like this email chain with Mike Schmitt created 05:35
 8 the playbook, so looks like she did this and then 05:35
 9 created the playbook from that. 05:35
 10 BY MS. FERGUSON: 05:35
 11 Q. You think it was created after? 05:35
 12 A. I mean, the dates say that. It says 05:35
 13 June 23rd and looks like the email where she sent 05:35
 14 the playbook was June 30th, so -- 05:35
 15 Q. So -- 05:35
 16 A. -- it was a week later. 05:35
 17 Q. -- do you have an understanding of when 05:35
 18 the playbook was created? 05:35
 19 A. It looks like the first time I saw it was 05:35
 20 on June 30th, which was a week after this exchange 05:35
 21 with Mike Schmitt. 05:35
 22 Q. Well, that's the first time you saw it. 05:35
 23 But do you know when it was created? 05:35
 24 A. I don't. 05:35
 25 Q. Okay. So this was a draft email that 05:35

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1 Jesse Bellin was considering sending. But then 05:35
 2 take a look at her next email in the chain. It's 05:35
 3 on the -- 05:36
 4 A. Okay. 05:36
 5 Q. It's on the page ending 225. She says: 05:36
 6 "Hey guys, Actually, I'll check when I get in, but 05:36
 7 I'm pretty sure that we have all of the inventory 05:36
 8 that we need. We may be able to proceed with 05:36
 9 nothing further done here." 05:36
 10 Do you see that? 05:36
 11 A. I do. 05:36
 12 Q. So what's your understanding of what she's 05:36
 13 saying here? 05:36
 14 A. I don't believe Nate Ruess was my client, 05:36
 15 and I think I was looped in at the end here, so I 05:36
 16 don't know the specific situation in the way she 05:36
 17 was referring to this. I couldn't really speak to 05:36
 18 it. 05:36
 19 Q. Well, she's saying that Songkick has 05:36
 20 already been given the inventory that it needs to 05:36
 21 conduct the presale? 05:36
 22 A. She does say that. 05:36
 23 Q. But Songkick has been told by Ticketmaster 05:36
 24 that it cannot conduct the presales, right? 05:36
 25 A. I'm not sure what happened in between 05:36

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1 these emails and -- I don't know what happened in 05:36
 2 between her writing that -- 05:36
 3 Q. Well, we saw -- we saw the previous emails 05:36
 4 from Mike Schmitt, right? 05:36
 5 A. I did. 05:36
 6 Q. In which he says, "Please halt any 05:36
 7 intended presales for this artist," right? 05:36
 8 A. Yeah, pretty much the same as every time 05:37
 9 he's -- we've ever encountered this and had plenty 05:37
 10 of presales that have ended up going on sale. 05:37
 11 Q. But Jesse is saying that we'll be able to 05:37
 12 proceed because we've already obtained the 05:37
 13 ticket -- the ticket allocations? 05:37
 14 A. Again, I wasn't involved in that piece, so 05:37
 15 I'm not sure exactly what she's speaking to. 05:37
 16 MS. FERGUSON: Okay. Let's mark this 05:37
 17 as Exhibit 189. 05:37
 18 (Exhibit 189 was marked.) 05:37
 19 THE WITNESS: Thank you. 05:38
 20 (Reviewing.) Okay. 05:38
 21 BY MS. FERGUSON: 05:39
 22 Q. Okay. So this is an email from you to 05:39
 23 JD May and Greg Schmale, who's now at Songkick, 05:39
 24 correct? 05:39
 25 MR. WOLFSON: Objection, form, 05:39

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<p>1 it's to the -- to lawyers? I don't even know. It 05:51 2 was to -- 05:51 3 Q. Well -- 05:51 4 A. -- lawyers. 05:51 5 Q. -- is the listserv lawyers or is it -- 05:51 6 A. I don't know. I'm -- I'm asking. I'm 05:51 7 not. 05:51 8 MR. WOLFSON: This is -- I mean, this 05:51 9 is something where you are getting into areas that 05:51 10 are privileged, Kirsten. And I think that if you 05:51 11 have questions about the -- the overall amount of 05:52 12 Songkick's production, you can ask us. And you 05:52 13 might want to ask him about whether he's ever 05:52 14 deleted emails, his own document preservation 05:52 15 activities going back in time to, say, February of 05:52 16 2014. 05:52 17 BY MS. FERGUSON: 05:52 18 Q. Well, what I'm -- you're saying that you 05:52 19 sent documents to a listserv, right? 05:52 20 A. Again, am I -- 05:52 21 MR. WOLFSON: Can you -- did you ever 05:52 22 send documents to -- 05:52 23 THE WITNESS: Oh, yes. 05:52 24 MR. WOLFSON: -- a listserv? 05:52 25</p>	<p>1 BY MS. FERGUSON: 05:52 2 Q. And I'm just trying to understand what 05:52 3 those documents are. You're saying that they're 05:52 4 compliance related. I'm just trying to get a 05:52 5 sense of what that universe of documents is. 05:52 6 A. So Mike Schmitt sends an email, we receive 05:52 7 it, we send it in to the listserv. 05:52 8 Q. And would -- would you send anything other 05:52 9 than communications with Ticketmaster? 05:52 10 A. Usually not. 05:52 11 Q. So it would be -- this would be related 05:52 12 to -- 05:52 13 A. It's just a flag whenever Mike Schmitt is 05:52 14 coming after us. 05:53 15 MS. FERGUSON: Okay. I don't have 05:53 16 any further questions. 05:53 17 MR. WOLFSON: Let us take a few 05:53 18 minutes. Okay? 05:53 19 MS. FERGUSON: Okay. 05:53 20 THE VIDEOGRAPHER: Off the record at 05:53 21 5:52. 05:53 22 (Recess observed.) 05:55 23 THE VIDEOGRAPHER: Back on the record 05:57 24 at 5:57. 05:57 25</p>
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<p>1 EXAMINATION 05:57 2 BY MR. WOLFSON: 05:57 3 Q. Mr. Glicken, I just have a couple 05:57 4 questions for you. 05:57 5 A. Okay. 05:57 6 Q. Sir, what is your personal policy with 05:57 7 respect to deleting or not deleting work emails? 05:57 8 A. I don't delete anything. 05:57 9 Q. Okay. How far -- or how long have you -- 05:57 10 has that been your policy? 05:57 11 A. I've never deleted anything. 05:57 12 Q. Okay. And were you ever on Jesse Bellin's 05:57 13 team at Songkick? 05:57 14 A. No. 05:57 15 Q. Okay. Were you ever under her 05:57 16 supervision? 05:57 17 A. No. 05:57 18 Q. Okay. Do you remember earlier today when 05:57 19 you were talking about tickets being an important 05:57 20 benefit of fan clubs? 05:58 21 A. Yes. 05:58 22 Q. Now, what is the primary purpose of the 05:58 23 fan clubs that Songkick helps artists create or 05:58 24 maintain? 05:58 25 A. The primary purpose is for the artist to 05:58</p>	<p>1 be able to engage directly with their fans to help 05:58 2 promote their career. 05:58 3 Q. Okay. And is ticketing the primary 05:58 4 purpose of the fan club? 05:58 5 A. No, it's just one of many of the benefits. 05:58 6 MR. WOLFSON: Okay. No further 05:58 7 questions. 05:58 8 FURTHER EXAMINATION 05:58 9 BY MS. FERGUSON: 05:58 10 Q. Just a quick follow-up to that. 05:58 11 So is it your testimony that you have 05:58 12 never deleted a single email since you started 05:58 13 working at Songkick? 05:58 14 A. If my finger slipped and did it once 05:58 15 maybe, but I have never intentionally deleted any 05:58 16 emails. I do not delete emails. 05:58 17 Q. Not any emails? 05:58 18 A. I don't delete emails. 05:58 19 Q. Even junk emails? 05:58 20 A. I don't delete junk either. That's 05:58 21 probably why I have 150,000 emails. 05:58 22 Q. So you're stating under penalty of perjury 05:58 23 that over a six -- nearly six-year period, you've 05:58 24 never deleted any emails? 05:59 25 MR. WOLFSON: I think that 05:59</p>

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1 misstates -- 05:59
 2 THE WITNESS: I mean -- 05:59
 3 MR. WOLFSON: -- his testimony. 05:59
 4 Objection. 05:59
 5 THE WITNESS: Yeah, I mean, I -- I 05:59
 6 don't know. Maybe there's been an email deleted. 05:59
 7 I don't know. But it's -- I -- it is not my 05:59
 8 practice nor do I delete any emails. I mark 05:59
 9 things unread. So you'll find all my junk emails 05:59
 10 in there. I've got lots of them. 05:59
 11 BY MS. FERGUSON: 05:59
 12 Q. Do you know whether anywhere else at 05:59
 13 Songkick ever deleted any of their emails? 05:59
 14 A. I don't know. 05:59
 15 MS. FERGUSON: That's it. Thank you. 05:59
 16 THE VIDEOGRAPHER: This concludes the 05:59
 17 deposition. Off the record at 5:59. 05:59
 18 (Proceedings adjourned at 5:59 p.m.)
 19 FURTHER DEPONENT SAITH NOT.
 20
 21
 22
 23
 24
 25

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REPORTER'S CERTIFICATE

1
 2 I certify that the witness in the
 3 foregoing deposition, STEPHEN GLICKEN, was by me
 4 duly sworn to testify in the within entitled
 5 cause; that the said deposition was taken at the
 6 time and place therein named; that the testimony
 7 of said witness was reported by me, a Shorthand
 8 Reporter and Notary Public of the State of
 9 Tennessee authorized to administer oaths and
 10 affirmations, and said testimony, pages 1 through
 11 394, was thereafter transcribed to typewriting.

12 I further certify that I am not of
 13 counsel or attorney for either or any of the
 14 parties to said deposition, nor in any way
 15 interested in the outcome of the cause named in
 16 said deposition.

17 IN WITNESS WHEREOF, I have hereunto
 18 set my hand on February 9, 2017.
 19
 20
 21

22 _____
 23 Terri Beckham, RMR, CRR, LCR No. 355
 24 My commission expires: 3/6/2018
 25

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ERRATA SHEET

1 Case Name:
 2 Deposition Date:
 3 Deponent:
 4 Pg. No. Now Reads Should Read Reason
 5
 6
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 11
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21 _____
 22 Signature of Deponent

23 SUBSCRIBED AND SWORN BEFORE ME
 24 THIS ____ DAY OF _____, 2017.
 25

(Notary Public) MY COMMISSION EXPIRES: _____

EXHIBIT 392

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION JUDICIAL DISTRICT

4 COMPLETE ENTERTAINMENT
5 RESOURCES, LLC d/b/a
6 SONGKICK,

7 Plaintiff,

8 vs.

Case No.

2:15-cv-09814

DSF (AGRx)

9 LIVE NATION ENTERTAINMENT,
10 INC.; TICKETMASTER LLC,
11 Defendants.

-----)
12 TICKETMASTER LLC,

13 Counter
14 Claimant,

15 vs.

16 COMPLETE ENTERTAINMENT
17 RESOURCES, LLC d/b/a
18 SONGKICK,

19 Counter
20 Defendant.

-----)

21 CONFIDENTIAL - ATTORNEYS' EYES ONLY (Pages 1-64)
22 CONFIDENTIAL - OUTSIDE COUNSEL ONLY (Pages 65-385)

23 VIDEOTAPED DEPOSITION OF MATTHEW O. JONES

24 New York, New York

25 Wednesday, March 8, 2017

Reported by:

SHAUNA STOLTZ-LAURIE, RPR, CLR

Job no. 117794

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<p>1 would be able to answer that question much 09:15:29 2 more quickly. 09:15:32 3 A. Yeah. I'm sorry. It's not general 09:15:34 4 course of business for us. 09:15:37 5 Q. Could you give me just a brief 09:15:37 6 history of your educational and business 09:15:39 7 background. 09:15:42 8 A. Can you define "business 09:15:43 9 background"? 09:15:45 10 Q. Well, I mean the jobs you've held. 09:15:46 11 A. Up to what point? 09:15:47 12 Q. Up til today. 09:15:49 13 A. Up to today? 09:15:49 14 Q. Yes. 09:15:50 15 A. So I went to secondary school in 09:15:51 16 the U.K. and did a sixth form program, which 09:15:54 17 is two years after secondary school, so 09:15:58 18 that's the equivalent of your high school 09:16:00 19 education, yeah, high school education. 09:16:02 20 I then applied for university. I 09:16:05 21 went into university but decided to defer. 09:16:07 22 It was a music industry management course. I 09:16:11 23 thought that when I -- it was -- I was about 09:16:14 24 16 or 17, I started managing bands and things 09:16:15 25 like that, and started interning at the NME 09:16:18</p>	<p>1 and things like that, so I decided to defer 09:16:21 2 university for a year, and I started my own 09:16:25 3 business, I started managing some local bands 09:16:27 4 in and around my area, which is just outside 09:16:30 5 of London, and through doing that, I started 09:16:33 6 many things. I started a record label. I 09:16:35 7 started an online magazine. I did a lot of 09:16:38 8 stuff in the local music scene, basically 09:16:41 9 kind of worked for myself, if you will. 09:16:45 10 And then from that, I started -- I 09:16:47 11 -- I was managing about four or five acts 09:16:50 12 locally, and then from that, I started 09:16:52 13 putting on concerts locally. I didn't really 09:16:54 14 know what concert promote was at the time, 09:16:54 15 but I inadvertently started promoting 09:16:55 16 concerts. So I did that when -- I put my 09:16:58 17 first show on when I was 17, locally. 09:17:02 18 And then I went on to promote -- 09:17:05 19 grow that business. That business was called 09:17:07 20 SPC, which was a company I kept growing, and 09:17:10 21 over time just continued to work with local 09:17:13 22 acts. 09:17:16 23 And then I started working with 09:17:16 24 other acts that I knew, and promoted more and 09:17:19 25 more shows, and I did shows for people like 09:17:22</p>
Page 12	Page 13
<p>1 Adele, one of Adele's first shows, Mumford 09:17:23 2 and Sons, Bruno Mars, you know, lots of 09:17:26 3 different acts. I got to a point where I was 09:17:29 4 promoting probably a hundred fifty shows a 09:17:31 5 year, a hundred to a hundred fifty shows a 09:17:35 6 year, everything from small club shows, like 09:17:36 7 a hundred people in a pub kind of thing, all 09:17:39 8 the way up to like two or three thousand. 09:17:41 9 I -- I enjoyed it. It was great. 09:17:45 10 You know, I had a team of about four, five 09:17:47 11 people all working out of my bedroom in my 09:17:50 12 house, which is very interesting, but it was 09:17:52 13 great experience, loved it. Met loads of 09:17:55 14 people doing it. 09:17:58 15 And then from there I -- I moved -- 09:17:59 16 I continued going on that, and then I started 09:18:04 17 CrowdSurge in 2008. I co-founded it with two 09:18:07 18 other guys. The original idea was that -- 09:18:12 19 that I saw a real inefficiency in the 09:18:16 20 ticketing market, and didn't see what support 09:18:21 21 I was getting as a promoter, so I -- a lot of 09:18:23 22 my demographic audience at the time, because 09:18:26 23 I was so young, was kind of promoting to 09:18:28 24 similar, you know, demographic, younger 09:18:31 25 people, and so I thought I should start a 09:18:32</p>	<p>1 company where you could buy tickets through 09:18:36 2 SMS. Quickly found out that was very 09:18:37 3 difficult, so still formed the company 09:18:40 4 CrowdSurge. And it just was kind of a 09:18:43 5 general ticketing company, if you will. 09:18:45 6 And from there we moved into the 09:18:46 7 business model that was what we're famous 09:18:49 8 for, and, you know, did that. Moved to 09:18:52 9 London. 09:18:54 10 I then sold my promotion company, 09:18:55 11 or half of my promotion company to Barry 09:18:57 12 Marshall and AEG Live; went over there. You 09:19:01 13 know, it was a phenomenal opportunity working 09:19:03 14 with probably the, you know, best promoter in 09:19:06 15 -- in -- in the world at the time. Won 09:19:08 16 multiple awards and, you know, got to go work 09:19:11 17 on bigger and bigger stuff, and had my own 09:19:13 18 team, and, you know really grew the company 09:19:16 19 up to the point where I decided to turn my 09:19:18 20 efforts to CrowdSurge. 09:19:20 21 And then ultimately from Crowd 09:19:21 22 Surge, we turned into Songkick. 09:19:24 23 Q. So -- thank you. 09:19:28 24 So when did you sell the half of 09:19:29 25 your promotion business Barry Marshall and 09:19:31</p>

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<p>1 AEG? 09:19:35</p> <p>2 A. I believe -- I don't know the date 09:19:35</p> <p>3 for sure, but I think around 2009 or '10. 09:19:37</p> <p>4 I'm not sure of the exact date. Sorry. 09:19:43</p> <p>5 Q. So at what point in time -- 09:19:44</p> <p>6 MR. WALL: Well, let me strike 09:19:48</p> <p>7 that. 09:19:49</p> <p>8 Q. Did there come a point in time when 09:19:50</p> <p>9 you started to work full time on Crowd 09:19:51</p> <p>10 Search? 09:19:54</p> <p>11 A. Yes. 09:19:54</p> <p>12 Q. When was that? 09:19:54</p> <p>13 A. It was -- I can't remember the 09:19:55</p> <p>14 exact year, but it was around -- in and 09:20:01</p> <p>15 around probably the time that Access 09:20:04</p> <p>16 Industries invested, probably before then I 09:20:07</p> <p>17 can't remember the exact time, though. I was 09:20:10</p> <p>18 a long time ago. Sorry. I can't remember 09:20:11</p> <p>19 the exact time. 09:20:12</p> <p>20 Q. So was that part of the deal, that 09:20:13</p> <p>21 if -- if Access put money into the business, 09:20:15</p> <p>22 that you would start to work full time? 09:20:18</p> <p>23 A. I can't remember. 09:20:21</p> <p>24 Q. Did you -- would it be fair to say 09:20:21</p> <p>25 that you started working full time after the 09:20:28</p>	<p>1 sale of the promoter business to AEG (sic)? 09:20:33</p> <p>2 A. Full time for who? 09:20:39</p> <p>3 Q. For -- I'm sorry. For CrowdSurge. 09:20:40</p> <p>4 A. Sorry. Repeat? Repeat the 09:20:43</p> <p>5 question? 09:20:44</p> <p>6 Q. Yes. 09:20:44</p> <p>7 I'm saying -- I just -- sometimes 09:20:45</p> <p>8 if you can't remember a date, you can bracket 09:20:45</p> <p>9 it against -- 09:20:48</p> <p>10 A. Sure. 09:20:50</p> <p>11 Q. -- other events. 09:20:50</p> <p>12 So -- so -- so would it -- would it 09:20:51</p> <p>13 be fair to say that you began working full 09:20:52</p> <p>14 time for CrowdSurge after you had sold the 09:20:57</p> <p>15 part of the promotion business? 09:20:59</p> <p>16 A. I'm not too sure. I mean it was 09:21:02</p> <p>17 very much a -- a blur at that time, working a 09:21:05</p> <p>18 lot of hours, doing lots of different things. 09:21:08</p> <p>19 So I mean define "full time." 09:21:11</p> <p>20 And the -- I was doing a ton of 09:21:12</p> <p>21 hours on everything, so -- 09:21:14</p> <p>22 Q. Yeah. 09:21:15</p> <p>23 I meant full time just in that that 09:21:15</p> <p>24 was your only job, you didn't have any other 09:21:17</p> <p>25 jobs? 09:21:20</p>
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<p>1 A. Again, I don't really remember the 09:21:20</p> <p>2 time of when that happened. Sorry. 09:21:21</p> <p>3 Q. Okay. Why don't we go back to what 09:21:23</p> <p>4 you were talking about, that the -- the 09:21:32</p> <p>5 original idea of CrowdSurge was basically to 09:21:37</p> <p>6 sell tickets on -- on SMS and other -- I 09:21:39</p> <p>7 assume that you're not saying just SMS, but 09:21:44</p> <p>8 SMS and others, or social media that your 09:21:48</p> <p>9 demographic was active in. 09:21:51</p> <p>10 A. Yeah -- 09:21:55</p> <p>11 MR. LORIG: Excuse me. 09:21:55</p> <p>12 The question is argumentative, 09:21:55</p> <p>13 misstates prior testimony. 09:21:57</p> <p>14 Q. You may answer. 09:21:57</p> <p>15 A. I don't recall exactly what it was. 09:21:59</p> <p>16 Yeah, it was a very long time ago. 09:22:02</p> <p>17 I know there was the idea of SMS 09:22:04</p> <p>18 ticketing at the time, but I don't re -- 09:22:07</p> <p>19 can't even remember how quickly it, you know, 09:22:08</p> <p>20 developed. 09:22:09</p> <p>21 Q. Right. 09:22:09</p> <p>22 I'm just trying to figure out. You 09:22:10</p> <p>23 -- you said that there was a change in -- in 09:22:11</p> <p>24 -- in -- in the business model to what I 09:22:14</p> <p>25 believe you referred to as -- as the -- the 09:22:16</p>	<p>1 -- the new model for -- I think you said was 09:22:20</p> <p>2 it for which Song -- for which CrowdSurge is 09:22:23</p> <p>3 famous. That was your phrase. 09:22:27</p> <p>4 MR. LORIG: Excuse me. 09:22:29</p> <p>5 Argumentative. The question 09:22:33</p> <p>6 (speaking simultaneously) -- 09:22:33</p> <p>7 MR. WALL: It's not argumentative 09:22:33</p> <p>8 at all. 09:22:33</p> <p>9 Q. But go ahead. Move on. 09:22:34</p> <p>10 MR. LORIG: If I can, I'm trying to 09:22:34</p> <p>11 object to the question as argue -- as it 09:22:36</p> <p>12 misstates prior testimony, assumes facts 09:22:39</p> <p>13 not in evidence. 09:22:43</p> <p>14 Q. Remember a moment ago you made a 09:22:43</p> <p>15 distinction between either the -- the 09:22:43</p> <p>16 original model of CrowdSurge, and then you -- 09:22:45</p> <p>17 you made a reference to -- to some -- the 09:22:47</p> <p>18 changes to it. 09:22:51</p> <p>19 A. I made a reference to -- I believe 09:22:51</p> <p>20 I said that we started off with SMS 09:22:55</p> <p>21 ticketing -- 09:23:00</p> <p>22 Q. Right. 09:23:00</p> <p>23 A. -- and then we developed into a 09:23:00</p> <p>24 business plan, or the strategy that was what 09:23:03</p> <p>25 CrowdSurge was made famous for. 09:23:10</p>

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<p>1 you know, we worked with lots of ar -- I'm 09:59:01 2 just fully blanking on some of the clients 09:59:04 3 that we worked with at the time, but there 09:59:07 4 were -- there are a few. 09:59:09 5 Q. Were these artists that you were 09:59:09 6 working with outside of the United States as 09:59:12 7 well? 09:59:13 8 A. In certain cases could be. Not 09:59:14 9 necessarily, but yes, it could have been 09:59:16 10 globally in other markets as well as the U.K. 09:59:18 11 Q. But like with Paul McCartney, you 09:59:20 12 -- your answer before said that -- that -- 09:59:22 13 that Scott asked you to do in the U.S. what 09:59:25 14 you had been doing for them elsewhere, right? 09:59:28 15 A. In the case of Paul McCartney, yes, 09:59:30 16 we'd worked with him in not just the U.S. -- 09:59:32 17 Q. Right. 09:59:35 18 A. -- but also other territories. 09:59:35 19 Q. And -- 09:59:35 20 A. But as I said some acts we worked 09:59:37 21 with just solely in the U.S., for example. 09:59:40 22 Q. Right. 09:59:41 23 Is -- was -- is Arcade Fire also 09:59:42 24 like the McCartney example, that you had been 09:59:44 25 working with them outside the U.S. first? 09:59:48</p>	<p>1 A. I don't remember exactly what tour 09:59:50 2 we had done when, but I knew that we had done 09:59:52 3 all dates with Paul -- with Arcade Fire 09:59:54 4 beyond the U.S., yes. 09:59:57 5 Q. Okay. So we spoke a minute ago 09:59:58 6 about the fact that there are these contracts 10:00:16 7 in the U.S. between the venues and ticketing 10:00:20 8 service providers. 10:00:24 9 Has CrowdSurge or more recently 10:00:28 10 Songkick since the merger ever attempted to 10:00:30 11 obtain ticketing inventory by entering into 10:00:37 12 contracts with venues? 10:00:43 13 MR. LORIG: I'm going to object to 10:00:44 14 the question. It's assuming facts not 10:00:45 15 in evidence and, in fact, contrary to 10:00:47 16 the record created in this. 10:00:49 17 Q. (Continuing) go ahead. 10:00:51 18 A. So I don't acknowledge the first 10:00:54 19 thing you said in that sentence because I've 10:00:57 20 never seen a venue contract, so I don't know 10:00:59 21 what that's about. 10:00:59 22 But have we as CrowdSurge ever done 10:01:00 23 a venue contract? I -- I'm not sure. I 10:01:05 24 believe in the U.K. we -- we contracted with 10:01:07 25 -- I don't even know if it was really a 10:01:10</p>
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<p>1 venue, but like some film festivals and some 10:01:12 2 venues where we would do like club nights and 10:01:17 3 things like that, but they were in no way 10:01:19 4 extensive in any way. It was very small. 10:01:21 5 You know, I -- as I said, I don't even know 10:01:23 6 if they were contracted in some cases, so I 10:01:26 7 don't know. 10:01:28 8 Q. Okay. It was my error for not 10:01:28 9 limiting the question to the U.S., which I 10:01:32 10 meant to do, so let me -- let me ask it 10:01:35 11 again. 10:01:38 12 A. Oh. 10:01:38 13 Q. With respect to the U.S., has 10:01:38 14 Songkick or CrowdSurge ever attempted to bid 10:01:41 15 for and obtain rights to inventories from 10:01:47 16 venues? 10:01:51 17 A. I don't believe so, but I -- there 10:01:54 18 may be certain edge cases that I don't 10:01:56 19 remember, but I don't believe so. 10:01:59 20 Q. Okay. Why not? 10:02:00 21 A. Why not? 10:02:01 22 Q. Yeah. 10:02:02 23 A. Why not what? 10:02:03 24 Q. Why not go to venues and try to 10:02:04 25 buy, as it were, ticketing inventories from 10:02:09</p>	<p>1 them? 10:02:12 2 MR. LORIG: Argumentative. 10:02:14 3 A. We, I -- at the time, as we were 10:02:18 4 kind of an evolving business, our business 10:02:21 5 was about, as you said, direct-to-consumer 10:02:23 6 and artist presales. 10:02:27 7 Q. No, I appreciate that. 10:02:30 8 But that -- that in itself would 10:02:32 9 not prevent you from trying to obtain 10:02:35 10 ticketing inventories from the venues, would 10:02:39 11 it? 10:02:42 12 MR. LORIG: Objection, ambiguous. 10:02:42 13 A. I'm not sure I understand the 10:02:44 14 question, but I will try to answer. 10:02:46 15 At the time, we -- as I said, we 10:02:48 16 were very much focused on the artist presale 10:02:55 17 and, as you said, direct-to-consumer, so that 10:02:57 18 we had our hands full doing that rather than 10:03:00 19 going doing other stuff. 10:03:03 20 Q. I want to just ask the question 10:03:18 21 this way. With respect to the North American 10:03:21 22 market, and putting U.K. and Europe to the 10:03:27 23 side for purposes of this question, can you 10:03:30 24 describe generally how first CrowdSurge and 10:03:32 25 now Songkick obtains ticket inventories for 10:03:39</p>

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<p>1 Q. Do you have any idea that -- the 14:23:45 2 following paragraph, such as it is, just 14:23:48 3 consists of the words "Nice one." Do you 14:23:51 4 have any understanding of what that's 14:23:54 5 referring to? 14:23:55 6 A. I've signed a lot of my emails off 14:23:56 7 "Nice One." It's an English thing. 14:24:01 8 Q. Oh, really. 14:24:03 9 A. Yeah. 14:24:03 10 Q. It's like a Regards or something 14:24:03 11 like that? 14:24:05 12 A. Yeah. 14:24:05 13 Q. Oh, okay. 14:24:05 14 A. "See ya" kind of thing. Right? 14:24:06 15 Q. Yeah. 14:24:08 16 A. Yeah, you'll notice in a lot of my 14:24:09 17 emails it says "Nice One" -- 14:24:12 18 Q. Okay. 14:24:12 19 A. -- as in thanks for paying 14:24:16 20 attention to my email. 14:24:17 21 Q. Got it. Hadn't run across that one 14:24:19 22 before. 14:24:25 23 A. Sorry. That is very British. 14:24:25 24 Q. It created a lot of speculation 14:24:25 25 about what "Nice one" was. 14:24:28</p>	<p>1 A. I understand. And a lot of 14:24:29 2 American people question the "Nice one" 14:24:30 3 thing. 14:24:37 4 (Laughter.) 14:24:38 5 Q. All right. Did there come a time 14:24:38 6 in 2012 when CrowdSurge determined that its 14:24:39 7 technology at that time did not comply with 14:24:46 8 the Ticketmaster fan club policies? 14:24:49 9 A. At some -- 14:24:51 10 Sorry. Did you say sometime in 14:24:53 11 2012? 14:24:55 12 Q. Yes. 14:24:55 13 A. I'm not sure of the date. 14:24:56 14 I know there was a period when it 14:24:58 15 was determined that, yeah, there was -- you 14:25:01 16 know, there was a -- we would need to build 14:25:03 17 certain elements and, you know, change 14:25:05 18 business practices, yes. 14:25:07 19 Q. Okay. Tell me generally about that, 14:25:08 20 about that process. How did you come to that 14:25:12 21 understanding, that you were going to need to 14:25:15 22 change some processes? 14:25:18 23 A. After receiving the policy, we took 14:25:21 24 it very seriously. 14:25:26 25 We understood from a legal point of 14:25:27</p>
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<p>1 view as well, and got counsel advice on it. 14:25:30 2 And then went on to integrate it 14:25:33 3 into a existing technological and business 14:25:35 4 product that -- strategy that we had made, 14:25:41 5 which I believe was called Tickets+, and then 14:25:44 6 we basically built that over time and then 14:25:47 7 released it towards the end of that year, I 14:25:52 8 believe. 14:25:54 9 Again, don't hold me on the dates. 14:25:55 10 I don't know all the dates. 14:25:58 11 Q. Okay. So would it be fair to say 14:25:59 12 then that this product that you referred to 14:26:08 13 as Tickets+ -- 14:26:11 14 MR. WALL: And that's the word 14:26:13 15 Tickets with a plus sign at the end of 14:26:14 16 it. 14:26:16 17 Q. Would it be fair to say that 14:26:17 18 Tickets+ was supposed to be the -- was 14:26:18 19 envisioned to be the technological solution 14:26:23 20 to achieving compliance with Ticketmaster's 14:26:27 21 Fan Club Policy? 14:26:31 22 MR. LORIG: Argumentative, assumes 14:26:31 23 a fact not in evidence. 14:26:32 24 A. No. 14:26:34 25 It was part of the product -- 14:26:35</p>	<p>1 Q. Okay. 14:26:36 2 A. -- (speaking simultaneously). 14:26:38 3 Q. So explain to me what -- what 14:26:38 4 Tickets+ was supposed to do to help you with 14:26:41 5 compliance, and what else needed to be do -- 14:26:43 6 needed to be done. 14:26:46 7 MR. LORIG: Objection, assumes a 14:26:48 8 fact not in evidence, argumentative. 14:26:49 9 A. I -- I don't know the intricacy of 14:26:51 10 it, intricacies of it. You have to talk to 14:26:52 11 Josh Block and Jon Attfield, 14:26:54 12 A-double-t-f-i-e-l-d, and Calum and people 14:26:59 13 like that who dealt with that. But I don't 14:27:01 14 remember the intricacies. 14:27:01 15 I just remember that it was a -- it 14:27:04 16 was a product that we had come up with 14:27:05 17 previous, and when we found out about what 14:27:07 18 needed to be done for compliance in 14:27:09 19 Ticketmaster rooms, part of the fan club 14:27:11 20 policy, that we altered the plan and 14:27:14 21 prioritized it based on that. 14:27:17 22 Q. Do you as -- just from your CEO 14:27:19 23 position, have any understanding how you had 14:27:22 24 to alter the plan in order to deal with the 14:27:23 25 Ticketmaster Fan Club compliance -- 14:27:26</p>

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<p>1 compliance of the project -- 14:27:43</p> <p>2 MR. LORIG: Objection, ambiguous. 14:27:43</p> <p>3 By "plan," are you talking about -- 14:27:45</p> <p>4 (Reporter clarification.) 14:27:45</p> <p>5 Q. -- compliance issue. 14:27:46</p> <p>6 MR. LORIG: I'm going to object to 14:27:46</p> <p>7 the question, assuming argumentatively 14:27:48</p> <p>8 that the plan is something other than 14:27:49</p> <p>9 Tickets+. 14:27:53</p> <p>10 A. Could you please repeat your 14:27:55</p> <p>11 question? 14:27:57</p> <p>12 Q. Sure. 14:27:58</p> <p>13 From your position as the CEO, do 14:27:58</p> <p>14 you have any understanding of how you had to 14:28:02</p> <p>15 alter this existing Tickets+ plan in order to 14:28:04</p> <p>16 deal with these fan club compliance issues? 14:28:10</p> <p>17 A. I don't know. I wasn't close 14:28:14</p> <p>18 enough to the project to understand that 14:28:19</p> <p>19 stuff. 14:28:22</p> <p>20 Also, like I don't know if it was 14:28:23</p> <p>21 much of a plan. It was like a product sort 14:28:24</p> <p>22 of, not as a plan. 14:28:27</p> <p>23 Q. Right. But -- 14:28:28</p> <p>24 A. It was a certain app, facet our 14:28:30</p> <p>25 company. It wasn't like a business plan. 14:28:32</p>	<p>1 Q. Let me just refer to the way that 14:28:55</p> <p>2 this was phrased in Mr. Glicken's declaration 14:28:59</p> <p>3 that we referred to earlier. 14:29:06</p> <p>4 MR. LORIG: Do you want us to go 14:29:08</p> <p>5 back to the declaration, and look at a 14:29:10</p> <p>6 paragraph? 14:29:14</p> <p>7 MR. WALL: Not yet. 14:29:14</p> <p>8 Q. (Continuing) And I'm just using it 14:29:15</p> <p>9 in order to create a certain vocabulary. He 14:29:17</p> <p>10 says "The end result of these internal 14:29:17</p> <p>11 conversations was the conclusion," comma -- 14:29:20</p> <p>12 or paren, "again, contrary to Mr. Mead's 14:29:23</p> <p>13 assertions," close paren, "that CrowdSurge 14:29:26</p> <p>14 ticketing platform did not yet provide the 14:29:29</p> <p>15 technology needed to comply with the 14:29:31</p> <p>16 requirements for fan club holdbacks." 14:29:36</p> <p>17 MR. LORIG: What paragraph are you 14:29:42</p> <p>18 referring to? 14:29:44</p> <p>19 (Reporter clarification.) 14:29:41</p> <p>20 MR. LORIG: What paragraph are you 14:29:42</p> <p>21 referring to? 14:29:44</p> <p>22 MR. WALL: I believe it's eight. 14:29:45</p> <p>23 MR. LORIG: Eight? Hold on. 14:29:46</p> <p>24 (Perusing documents). 14:29:46</p> <p>25 A. Eight in where? Sorry. 14:29:50</p>
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<p>1 Q. Stephen Glicken's declaration. 14:29:52</p> <p>2 A. Oh. Sorry, sorry, sorry. 14:29:54</p> <p>3 (Perusing documents) 14:29:56</p> <p>4 MR. LORIG: I don't think it was 14:29:56</p> <p>5 eight. 14:29:56</p> <p>6 Hold on. Wrong document. 14:29:59</p> <p>7 A. (Continuing) Yeah, it was the first 14:30:00</p> <p>8 line. "The end result," right? 14:30:01</p> <p>9 Q. Yes, "The end result. Yes. 14:30:03</p> <p>10 A. (Reading.) 14:30:23</p> <p>11 Q. Okay. So I'm trying to understand, 14:30:23</p> <p>12 from your perspective, what it means to talk 14:30:29</p> <p>13 about how a ticketing platform provides the 14:30:33</p> <p>14 technology needed to comply with the 14:30:38</p> <p>15 requirements for fan club holdbacks. 14:30:43</p> <p>16 MR. LORIG: I'm going to object to 14:30:45</p> <p>17 the question. 14:30:47</p> <p>18 MR. WALL: We haven't gotten the 14:30:48</p> <p>19 question yet. 14:30:49</p> <p>20 MR. LORIG: Well, I'm just going to 14:30:49</p> <p>21 object. This isn't his declaration, he 14:30:51</p> <p>22 never wrote it, and it doesn't have a 14:30:53</p> <p>23 signature. 14:30:54</p> <p>24 MR. WALL: I know that. That's not 14:30:54</p> <p>25 news to me. 14:30:57</p>	<p>1 MR. LORIG: Right? 14:30:58</p> <p>2 Q. So is it fair to say that the goal 14:30:58</p> <p>3 or one of the goals -- I'm sure there were 14:31:07</p> <p>4 others -- of this Tickets+ product was to 14:31:09</p> <p>5 provide certain technology that was needed to 14:31:14</p> <p>6 comply with the requirements of the fan club 14:31:20</p> <p>7 policy? 14:31:25</p> <p>8 A. I would say that the Tickets+ 14:31:26</p> <p>9 project got amended to introduce elements 14:31:31</p> <p>10 that would make -- if an artist wanted to 14:31:35</p> <p>11 sell tickets in a compliant way in a 14:31:41</p> <p>12 compliant building, that they could do it 14:31:43</p> <p>13 through this technology. 14:31:46</p> <p>14 Q. Okay. So it's basically a tool for 14:31:47</p> <p>15 the artist, right? 14:31:49</p> <p>16 A. It's a solution. It's not a tool. 14:31:50</p> <p>17 Q. Okay. 14:31:50</p> <p>18 A. It's different. 14:31:53</p> <p>19 Q. You get a -- you get a higher 14:31:53</p> <p>20 valuation if you say it's a solution. I 14:31:56</p> <p>21 understand. 14:31:57</p> <p>22 A. No comment. 14:31:57</p> <p>23 Q. Yeah. 14:31:58</p> <p>24 So the artist, as we discussed 14:31:58</p> <p>25 earlier, has got to do things at its end with 14:32:03</p>

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<p>1 that solution in order to achieve actual 14:32:09 2 compliance with the fan club policies, 14:32:12 3 correct? 14:32:15 4 MR. LORIG: Ambiguous, 14:32:15 5 argumentative. 14:32:16 6 A. I don't know. 14:32:17 7 I don't handle the ins and outs of 14:32:18 8 compliance. 14:32:19 9 Q. Okay. For example, one -- one of 14:32:20 10 -- one of the things that the Tickets+ 14:32:21 11 product was -- was envisioned to provide was 14:32:26 12 a means of adding content to an artist's fan 14:32:29 13 club, correct? 14:32:36 14 A. I don't know. 14:32:37 15 Q. You don't know? 14:32:37 16 A. I don't remember. 14:32:38 17 It was a long time ago. I didn't 14:32:40 18 write the spec. 14:32:41 19 Sorry. 14:32:42 20 Q. Do you know whether your company 14:32:42 21 provides a solution that allows your 14:32:46 22 client/artists to add content to the fan 14:32:48 23 club? 14:32:52 24 A. I don't know. I don't handle the 14:32:52 25 day-in/day-out of compliance. 14:32:54</p>	<p>1 Tickets+ was a product that wasn't 14:32:56 2 just about compliance. It was about creating 14:32:59 3 a more holistic, interesting ticketing 14:33:01 4 experience when it was first conceived. 14:33:04 5 Q. Right. 14:33:05 6 A. I don't know what -- I don't 14:33:06 7 remember the ins and outs of it. Sorry. 14:33:07 8 Q. Was it important to you to make 14:33:12 9 sure, when the Tickets+ product was amended, 14:33:14 10 that it actually provided all of the 14:33:19 11 technology needed to comply with the 14:33:23 12 Ticketmaster Fan Club Policy? 14:33:25 13 MR. LORIG: By "you," do you mean 14:33:27 14 Mr. Jones personally? 14:33:29 15 MR. WALL: Yes. 14:33:30 16 A. I was not the person driving that 14:33:31 17 project, so no, it was not me. 14:33:33 18 Q. Well, in -- I didn't ask whether 14:33:36 19 you had done the code, but I asked whether it 14:33:40 20 was important to you as the CEO that this be 14:33:42 21 done in such a way that it would provide all 14:33:45 22 the technology needed to achieve fan club 14:33:47 23 policy compliance. 14:33:50 24 A. What was important to me is we were 14:33:52 25 compliant to Ticketmaster's Fan Club Policy 14:33:55</p>
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<p>1 in Ticketmaster rooms. 14:33:58 2 How we went about doing it, I don't 14:34:00 3 know. 14:34:02 4 All I know is that Ticketmaster 14:34:02 5 left us alone at a certain time, saying that 14:34:04 6 it was compliant, so -- 14:34:06 7 Q. Did you do anything yourself to try 14:34:08 8 to ensure that what the people working for 14:34:10 9 you did achieved all of the technical 14:34:14 10 capabilities necessary to -- for an artist to 14:34:19 11 achieve compliance? 14:34:22 12 MR. LORIG: Ambiguous. 14:34:23 13 Are you talking about 2012, when he 14:34:23 14 wasn't even CEO, or another time? 14:34:27 15 MR. WALL: Fair enough. 14:34:29 16 Q. What was your position in 2012? 14:34:30 17 A. Can you repeat the question? 14:34:34 18 Q. What was your position in 2012? 14:34:35 19 A. In 2012, I was -- didn't real have 14:34:36 20 a title. I was just Business Development. I 14:34:41 21 just -- 14:34:44 22 Q. Okay. 14:34:44 23 A. -- I was just responsible for sales 14:34:45 24 basically. 14:34:48 25 MR. LORIG: If you don't mind me 14:34:48</p>	<p>1 volunteering, Dan, Mr. Noble left his 14:34:49 2 position I believe in December 2012. If 14:34:51 3 that helps. 14:34:53 4 THE WITNESS: Martyn was the old 14:34:58 5 CEO. 14:35:00 6 (Reporter clarification.) 14:35:00 7 THE WITNESS: Martyn Noble is the 14:35:00 8 old CEO. He left, as Fred said, at the 14:35:00 9 end of 2012. 14:35:02 10 Q. When did he take his leave? 14:35:03 11 A. His leave? 14:35:05 12 Q. Yeah, when his wife was sick. 14:35:05 13 A. I don't think he ever had leave. 14:35:08 14 He was kind of like half working, half not. 14:35:10 15 I don't think he ever said I'm out. 14:35:13 16 Q. Once you became CEO did you ever do 14:35:22 17 anything to try to determine whether the 14:35:25 18 company had actually created a ticketing 14:35:29 19 platform that provided all of the technology 14:35:33 20 needed to comply with the fan club policy? 14:35:35 21 A. I don't remember. 14:35:40 22 At that time, it was very crazy. 14:35:41 23 I'd just become CEO. We were cleaning up a 14:35:43 24 very broken company. 14:35:46 25 So I don't really remember, to be 14:35:48</p>

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<p>1 document, sir. 15:50:37</p> <p>2 A. Um-hm? 15:50:37</p> <p>3 Q. You see a signature line for you 15:50:41</p> <p>4 there? 15:50:42</p> <p>5 A. I do. 15:50:43</p> <p>6 Q. Do you have any recollection of 15:50:44</p> <p>7 getting a version of this that you in fact 15:50:45</p> <p>8 signed? 15:50:49</p> <p>9 A. I signed many things around this 15:50:50</p> <p>10 merger, and my legal counsel, in all 15:50:52</p> <p>11 honestly, put things in front of me that I 15:50:57</p> <p>12 not necessarily read every single document. 15:50:59</p> <p>13 I think that's a pretty normal 15:51:02</p> <p>14 thing to do. 15:51:04</p> <p>15 Q. Okay. Well, look at the page that 15:51:04</p> <p>16 says 3967 at the bottom, which is the first 15:51:07</p> <p>17 page. 15:51:11</p> <p>18 MR. LORIG: 3967. 15:51:11</p> <p>19 Q. (Continuing) It's the first page of 15:51:13</p> <p>20 this -- the Directors' Resolutions. 15:51:20</p> <p>21 A. Yup. 15:51:24</p> <p>22 Q. Do you see that? 15:51:24</p> <p>23 Among other things -- 15:51:24</p> <p>24 MR. LORIG: Do you want him to read 15:51:27</p> <p>25 it? 15:51:28</p>	<p>1 Q. Among other things, it says in 15:51:29</p> <p>2 paragraph eight "The directors have carefully 15:51:32</p> <p>3 considered the terms of the disclosure 15:51:35</p> <p>4 statement." Is that true as to Matt Jones? 15:51:37</p> <p>5 MR. LORIG: Yes, you can't read it 15:51:40</p> <p>6 before you answer the question (sic). 15:51:41</p> <p>7 A. I shall read it. (Reading). 15:51:45</p> <p>8 Q. Just to follow up on that, you 15:52:03</p> <p>9 notice that -- that it goes on to say 15:52:05</p> <p>10 "Particular attention has been paid to the 15:52:07</p> <p>11 following parts of the disclosure statement," 15:52:09</p> <p>12 and then on the next page, under item M as in 15:52:11</p> <p>13 Mary, it says "Risk Factors." 15:52:17</p> <p>14 A. Um-hm. 15:52:19</p> <p>15 Q. You see that? 15:52:19</p> <p>16 A. Yeah. 15:52:20</p> <p>17 Q. Okay. My question is simply did you 15:52:21</p> <p>18 carefully consider the terms of the -- the 15:52:25</p> <p>19 risk factors in the disclosure statement. 15:52:29</p> <p>20 MR. LORIG: Before you answer, you 15:52:32</p> <p>21 should read the document. 15:52:33</p> <p>22 Q. (Continuing) You are not to read 15:52:35</p> <p>23 the entire document. 15:52:36</p> <p>24 MR. LORIG: He can read as much as 15:52:37</p> <p>25 he feels (speaking simultaneously) -- 15:52:39</p>
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<p>1 Q. No, I would instruct you not to 15:52:39</p> <p>2 read the entire document. 15:52:40</p> <p>3 DIR MR. LORIG: Then I instruct you not 15:52:41</p> <p>4 to answer the question. 15:52:41</p> <p>5 If you feel that (speaking 15:52:42</p> <p>6 simultaneously) -- 15:52:43</p> <p>7 MR. WALL: Okay, mark it. 15:52:43</p> <p>8 MR. LORIG: You mark it. 15:52:44</p> <p>9 If you feel the need to read it -- 15:52:45</p> <p>10 there's no signature on this -- read as 15:52:47</p> <p>11 much as you think you need to, no more 15:52:49</p> <p>12 than you think you need to. I'm not 15:52:51</p> <p>13 telling you how much to read. He's not 15:52:53</p> <p>14 telling you how much to read. 15:52:55</p> <p>15 Q. My question is strictly limited to 15:52:57</p> <p>16 the risk factors. 15:52:59</p> <p>17 THE WITNESS: Is this the executed 15:53:00</p> <p>18 copy? 15:53:02</p> <p>19 MR. LORIG: No. 15:53:02</p> <p>20 A. So could it have changed? 15:53:04</p> <p>21 Q. I don't know. This is the only 15:53:06</p> <p>22 document that we -- that was produced to us. 15:53:07</p> <p>23 A. I just don't know why I would 15:53:09</p> <p>24 comment on it if it's not executed and I 15:53:11</p> <p>25 didn't sign it. Why would I talk about it? 15:53:14</p>	<p>1 Q. Okay. 15:53:16</p> <p>2 Do you have any reason to believe 15:53:17</p> <p>3 that the version that you did sign had a 15:53:17</p> <p>4 different risk factor with respect to the fan 15:53:22</p> <p>5 club policy? 15:53:25</p> <p>6 MR. LORIG: Calling for 15:53:26</p> <p>7 speculation. 15:53:26</p> <p>8 A. Mr. Wall, I do not know. I did not 15:53:31</p> <p>9 create the document. I do not know what the 15:53:32</p> <p>10 final document was. 15:53:34</p> <p>11 I did -- I signed a final version 15:53:34</p> <p>12 of this document, obviously, as we can see, 15:53:34</p> <p>13 but I did not sign this document. 15:53:36</p> <p>14 THE WITNESS: I would like to take 15:53:39</p> <p>15 a break, if that's possible -- 15:53:40</p> <p>16 MR. WALL: Sure. 15:53:42</p> <p>17 THE WITNESS: -- whenever you 15:53:43</p> <p>18 feel like (speaking simultaneously) -- 15:53:43</p> <p>19 MR. WALL: No, this is a perfectly 15:53:43</p> <p>20 good time. 15:53:45</p> <p>21 THE WITNESS: Thank you. 15:53:45</p> <p>22 THE VIDEOGRAPHER: This marks the 15:53:46</p> <p>23 end of tape number five. We're going 15:53:46</p> <p>24 off the record at 3:53 p.m. 15:53:48</p> <p>25 (Recess taken.) 15:53:52</p>

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<p>1 THE VIDEOGRAPHER: Here marks the 16:08:51</p> <p>2 start of tape number six. We're back on 16:09:01</p> <p>3 the re record at 4:08 p.m. 16:09:04</p> <p>4 Q. Mr. Jones, could you please tell me 16:09:12</p> <p>5 the name of each artist that you have 16:09:15</p> <p>6 personally spoken to about anything having to 16:09:22</p> <p>7 do with the Ticketmaster Fan Club Policy. 16:09:25</p> <p>8 A. Generally, it's not one-on-one. 16:09:27</p> <p>9 It's like me and my team, for example? 16:09:34</p> <p>10 Q. Include that within your answer. 16:09:36</p> <p>11 Yeah, I didn't mean to suggest (speaking 16:09:38</p> <p>12 simultaneously) -- 16:09:43</p> <p>13 A. I can't remember all of them. 16:09:43</p> <p>14 Probably Paul McCartney was one. 16:09:45</p> <p>15 I mean I need something to jog my 16:09:51</p> <p>16 memory, because it's so frequent -- sorry, so 16:09:53</p> <p>17 recent. Paul, definitely. 16:09:56</p> <p>18 To be honest, over the last few 16:09:59</p> <p>19 years, I've been transitioning a lot of my 16:10:02</p> <p>20 clients over to other members of the team, so 16:10:05</p> <p>21 I don't have a lot of day-to-day contact with 16:10:07</p> <p>22 a lot of them. So, yeah, I don't really 16:10:09</p> <p>23 know. I deal with big clients, but, you 16:10:11</p> <p>24 know, not that many of them. 16:10:16</p> <p>25 Q. So maybe we can jog your memory 16:10:17</p>	<p>1 that way. 16:10:22</p> <p>2 Who are your -- your biggest 16:10:22</p> <p>3 clients? 16:10:26</p> <p>4 A. For Songkick? 16:10:26</p> <p>5 Q. Yeah. 16:10:28</p> <p>6 A. Adele, Paul McCartney, Metallica, 16:10:30</p> <p>7 Kenny Chesney, Mumford and Sons. That's 16:10:36</p> <p>8 probably the ones -- I can't remember all of 16:10:43</p> <p>9 them. 16:10:45</p> <p>10 Q. Have you had any conversations with 16:10:45</p> <p>11 any of Adele's management about the fan club 16:10:47</p> <p>12 policy? 16:10:50</p> <p>13 A. No. 16:10:50</p> <p>14 Q. You mentioned McCartney already. 16:10:52</p> <p>15 With Metallica's management? 16:10:56</p> <p>16 A. No. 16:10:58</p> <p>17 Q. Kenny Chesney's? 16:10:59</p> <p>18 A. No. 16:11:01</p> <p>19 Q. Mumford and Sons? 16:11:02</p> <p>20 A. Who knows. I'll take it for 16:11:03</p> <p>21 Mumford in America. 16:11:06</p> <p>22 Q. Now, you do sell tickets in America 16:11:10</p> <p>23 for Kenny Chesney, right? 16:11:12</p> <p>24 A. Yes. 16:11:14</p> <p>25 Q. And have there been any issues with 16:11:15</p>
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<p>1 fan club compliance? 16:11:19</p> <p>2 A. I don't know. 16:11:21</p> <p>3 If there were, it was nothing to do 16:11:22</p> <p>4 with me. It's Stephen Glicken's client, not 16:11:24</p> <p>5 mine. 16:11:28</p> <p>6 Q. It was never raised to your 16:11:28</p> <p>7 attention. 16:11:31</p> <p>8 A. Not that I know of. 16:11:32</p> <p>9 I don't remember. 16:11:32</p> <p>10 Q. How about with Metallica; were 16:11:32</p> <p>11 there any issues? 16:11:35</p> <p>12 A. No. 16:11:36</p> <p>13 Unfortunately, we lost Metallica in 16:11:37</p> <p>14 the U.S. because of this interference. 16:11:40</p> <p>15 Q. Tell me about that. What happened? 16:11:41</p> <p>16 A. We got told for some reason that 16:11:43</p> <p>17 Ticketmaster wouldn't allow us to sell 16:11:46</p> <p>18 tickets for the whole of the North American 16:11:49</p> <p>19 tour. That was it. 16:11:51</p> <p>20 Q. When was that? 16:11:53</p> <p>21 A. Earlier this year, maybe late last 16:11:53</p> <p>22 year. 16:12:01</p> <p>23 Q. Did you have any conversations with 16:12:01</p> <p>24 anybody from Metallica's team about that? 16:12:03</p> <p>25 A. About that situation? 16:12:05</p>	<p>1 Q. Yeah. 16:12:07</p> <p>2 A. No. 16:12:08</p> <p>3 They just told us we're not doing 16:12:08</p> <p>4 it. There was one email about it. 16:12:10</p> <p>5 We tried to, but they were in Asia 16:12:13</p> <p>6 or something, so they couldn't really engage 16:12:16</p> <p>7 with the conversation at the time. 16:12:20</p> <p>8 Plus it's not my client. It's Josh 16:12:21</p> <p>9 Baron's (ph.). I just -- 16:12:24</p> <p>10 It was a very big blow for the 16:12:24</p> <p>11 company after all the great work we've done 16:12:26</p> <p>12 with them. 16:12:28</p> <p>13 Q. What was your prior relationship 16:12:29</p> <p>14 with Metallica? 16:12:31</p> <p>15 A. Mine? 16:12:32</p> <p>16 Q. The company's. Sorry. 16:12:33</p> <p>17 A. Oh. 16:12:35</p> <p>18 We had serviced the -- we serviced 16:12:35</p> <p>19 dates for probably a year prior all around 16:12:39</p> <p>20 the world, maybe nine months -- don't quote 16:12:41</p> <p>21 me on the time, but we had a previous 16:12:46</p> <p>22 relationship, including some shows in the 16:12:48</p> <p>23 U.S. 16:12:58</p> <p>24 Q. As best you can recall, what did 16:12:58</p> <p>25 this email say about why Metallica was not 16:13:01</p>

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1 going to be working with you any longer? 16:13:04
 2 A. I don't really remember. 16:13:06
 3 I just remember saying that Live 16:13:08
 4 Nation said no Songkick is what I remember. 16:13:11
 5 I was just as confused as you were. 16:13:15
 6 Much to the client's dismay, may I 16:13:22
 7 -- might -- may I add. They felt like they 16:13:24
 8 were forced into it. 16:13:27
 9 Q. Why do you say that? 16:13:28
 10 A. Because they said we really, 16:13:29
 11 really, really want to do this with you, but 16:13:30
 12 Live Nation won't let us. 16:13:33
 13 There's an email about it 16:13:37
 14 somewhere. 16:13:39
 15 MR. WALL: Fred, do you have any 16:13:56
 16 idea whether this email was produced? 16:13:57
 17 MR. LORIG: You know, I don't know. 16:13:58
 18 I'm sorry. 16:13:59
 19 REQ MR. WALL: Could you look into it? 16:14:06
 20 MR. LORIG: I'm sorry? 16:14:08
 21 MR. WALL: Can you look into it? 16:14:09
 22 MR. LORIG: Sure. 16:14:11
 23 MR. WALL: Thank you. 16:14:11
 24 Q. So were there any issues having to 16:14:26
 25 do with Adele's tour and the fan club policy? 16:14:28

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1 A. I never talked to Adele's team 16:14:32
 2 about that, the policy. 16:14:36
 3 Q. Did you ever hear anything that 16:14:36
 4 there were any issues about the fan club 16:14:37
 5 policy in Adele's tour? 16:14:39
 6 A. No. 16:14:41
 7 Q. Who on your team interfaces with 16:14:42
 8 Adele's team? 16:14:46
 9 A. What part of Adele's team? There's 16:14:48
 10 multiple parts of it. 16:14:52
 11 (Reporter clarification. 16:14:52
 12 Q. Well, I'm most interested in -- in 16:14:55
 13 presales in North America. 16:14:58
 14 A. So I'm in touch with -- there's a 16:15:01
 15 few people on the team. There's Jonathan 16:15:05
 16 Dickens, D-i-c-k-i-n-s, Rose Moon, who is the 16:15:10
 17 day-to-day manager. 16:15:13
 18 Then there is Katie. I can't 16:15:15
 19 remember her surname now. She does day to 16:15:18
 20 day. 16:15:21
 21 Then there's Kirk Sommer, who's her 16:15:24
 22 agent at William Morris. 16:15:24
 23 (Reporter clarification.) 16:15:24
 24 A. Kirk Sommer, S-o-m-m-e-r, who's the 16:15:24
 25 agent at William Morris. Then there's Kirk 16:15:27

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1 Sommer's assistant. So I don't know -- 16:15:33
 2 there's lots of them, so I don't know what 16:15:34
 3 all their names. Alex is one of them, and a 16:15:36
 4 few others. 16:15:38
 5 Then there's their label in the 16:15:40
 6 U.S. -- in the U.K., who we talk to a lot, 16:15:42
 7 Scott and Richard Russell and all those guys. 16:15:44
 8 But with regards to the U.S., 16:15:48
 9 basically Jonathan and Kirk I would say is 16:15:50
 10 the majority of the conversations. 16:15:53
 11 And it's either -- it's me 16:15:55
 12 predominantly, and then Garath Jones in the 16:15:57
 13 U.K. Jesse Bellin gets involved sometimes, 16:16:02
 14 but I don't know to what extent she was 16:16:06
 15 involved in the U.S. stuff. Yeah. 16:16:08
 16 Q. Okay. So you are the main point of 16:16:12
 17 contact with Adele's team. 16:16:14
 18 A. Correct. 16:16:17
 19 Q. Okay. And you don't remember there 16:16:17
 20 being any Ticketmaster fan club issues having 16:16:20
 21 to do with Adele. 16:16:23
 22 A. There was -- we never spoke to 16:16:27
 23 Ticketmaster or a venue. We just received 16:16:30
 24 the allocations via William Morris. 16:16:32
 25 Q. And what were your allocations in 16:16:38

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1 the U.S.? 16:16:39
 2 A. They varied. I think in 16:16:39
 3 Ticketmaster buildings, they were the regular 16:16:43
 4 eight percent, and outside of that, they 16:16:45
 5 varied. Again, I'd have to go market by 16:16:47
 6 market to tell you. 16:16:50
 7 Q. Do you know what the -- the highest 16:16:52
 8 allocation was that you had in the U.S.? 16:16:55
 9 A. No. 16:16:58
 10 I know we got -- at Staple Center 16:17:01
 11 we sold around 20 percent I think. 16:17:03
 12 I think that there may be runs that 16:17:06
 13 are higher than that. I don't remember. 16:17:08
 14 Q. Has Songkick and legacy CrowdSurge 16:17:17
 15 had any discussions with any part of the AEG 16:17:20
 16 organization about any collaboration between 16:17:27
 17 the companies? 16:17:29
 18 A. Legacy CrowdSurge or -- sorry. I 16:17:30
 19 didn't hear what you said. Legacy CrowdSurge 16:17:33
 20 and current Songkick? 16:17:34
 21 Q. Current Songkick. 16:17:35
 22 A. When you say "collaboration," what 16:17:36
 23 do you mean? 16:17:38
 24 Q. Any kind of -- of -- of work 16:17:38
 25 together of any kind. 16:17:41

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<p>1 A. No. 16:17:44</p> <p>2 If anything, you know, that we've 16:17:45</p> <p>3 -- you know, we have a pilot project which 16:17:48</p> <p>4 we've launched with AEG, which is around 16:17:50</p> <p>5 selling tickets in their buildings the same 16:17:54</p> <p>6 way we do in the U.K., but beyond that, 16:17:56</p> <p>7 nothing. 16:17:58</p> <p>8 Q. What's the nature of the pilot 16:17:58</p> <p>9 program? 16:18:00</p> <p>10 A. They -- they have buildings, and 16:18:01</p> <p>11 they're promoters. They -- it's been going 16:18:03</p> <p>12 for about a year. They just allocate tickets 16:18:05</p> <p>13 for every venue to Songkick to sell through 16:18:07</p> <p>14 the app because of the wide reach we have for 16:18:10</p> <p>15 attractors. It's really effective for them. 16:18:14</p> <p>16 There's not a whole lot here, just 16:18:14</p> <p>17 review comments. It's -- it's very 16:18:19</p> <p>18 interesting to them, I think. 16:18:19</p> <p>19 Q. So that is this just presales, or 16:18:21</p> <p>20 is it general sales? 16:18:22</p> <p>21 A. No, it's mostly general sales. 16:18:23</p> <p>22 That parlor (ph.) is specifically about 16:18:26</p> <p>23 general sales. 16:18:26</p> <p>24 Yes, yes, correct. 16:18:30</p> <p>25 Q. Okay. But -- but you also run 16:18:30</p>	<p>1 presales on shows that are in AEG buildings, 16:18:33</p> <p>2 right? 16:18:37</p> <p>3 A. If the -- if the tour is in an A -- 16:18:37</p> <p>4 if it goes -- if it stops in an AEG building, 16:18:40</p> <p>5 then yes, we would have a relationship with 16:18:43</p> <p>6 the AEG venue. 16:18:45</p> <p>7 Q. Okay. Based upon your experience, 16:18:46</p> <p>8 is there any significant difference in how 16:18:49</p> <p>9 AEG runs its artist presale -- excuse me, 16:18:52</p> <p>10 runs its fan club program versus how 16:18:58</p> <p>11 Ticketmaster runs its? 16:19:02</p> <p>12 MR. LORIG: The question is vague, 16:19:04</p> <p>13 ambiguous and I think too general. 16:19:05</p> <p>14 But subject to that, if you can 16:19:07</p> <p>15 answer, answer. 16:19:08</p> <p>16 A. I think every building and every 16:19:10</p> <p>17 promoter has different ways they do it. 16:19:12</p> <p>18 I think certainly, just to give 16:19:15</p> <p>19 very big generalities, like there's no policy 16:19:17</p> <p>20 with AEG or anything. They just allocate us 16:19:20</p> <p>21 10 percent of the tickets of their presale, 16:19:23</p> <p>22 you know, for the artist, and in some cases 16:19:26</p> <p>23 more than that. 16:19:28</p> <p>24 Q. Do they have any criteria as to 16:19:30</p> <p>25 what has to qualify as a fan club, anything 16:19:33</p>
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<p>1 like that? 16:19:36</p> <p>2 A. I don't believe so. 16:19:37</p> <p>3 Again, I don't deal with the venues 16:19:38</p> <p>4 day-in/day-out, but there's not been any 16:19:42</p> <p>5 overall change thing, no. 16:19:45</p> <p>6 Q. They certainly set aside a certain 16:19:45</p> <p>7 amount, and -- and to whichever ticketing 16:19:47</p> <p>8 company the artist designates as their 16:19:49</p> <p>9 presale platform? 16:19:51</p> <p>10 MR. LORIG: Calling for 16:19:53</p> <p>11 speculation. 16:19:54</p> <p>12 He can tell you what happens with 16:19:55</p> <p>13 them. 16:19:56</p> <p>14 A. Yeah, I can tell you -- I mean I 16:19:57</p> <p>15 don't know -- again, so an artist has certain 16:19:58</p> <p>16 relationships with different promoters, 16:20:02</p> <p>17 different venues. Like if the venue gives us 16:20:04</p> <p>18 the ticket, then we're happy to sell the 16:20:08</p> <p>19 ticket. 16:20:09</p> <p>20 And, as I said, it ranges wildly. 16:20:09</p> <p>21 Q. But to -- but at least so far as 16:20:12</p> <p>22 you know, AEG does not publish a set of 16:20:24</p> <p>23 guidelines that are comparable to the 16:20:32</p> <p>24 Ticketmaster Fan Club Guidelines? 16:20:35</p> <p>25 A. I do not believe -- I -- I don't 16:20:37</p>	<p>1 think I have ever seen any guidelines or 16:20:39</p> <p>2 anything, but, again, they -- they may have 16:20:41</p> <p>3 been produced to the company, that I -- I 16:20:43</p> <p>4 don't know about. 16:20:46</p> <p>5 Q. Okay. 16:20:46</p> <p>6 MR. LORIG: Apparently the judge 16:21:00</p> <p>7 wants to talk to us. 16:21:01</p> <p>8 MR. WALL: When? 16:21:03</p> <p>9 MR. LORIG: It's not clear. 16:21:04</p> <p>10 Should I -- you want me to read you 16:21:06</p> <p>11 the email I just got? 16:21:07</p> <p>12 MR. WALL: Sure. 16:21:09</p> <p>13 We can go off the record for this. 16:21:09</p> <p>14 THE VIDEOGRAPHER: Yes, let's go 16:21:11</p> <p>15 off the record. 16:21:11</p> <p>16 THE VIDEOGRAPHER: We're going off 16:21:12</p> <p>17 the record at 4:20 p.m. 16:21:13</p> <p>18 (Recess taken.) 16:21:19</p> <p>19 THE VIDEOGRAPHER: We are back on 16:29:41</p> <p>20 the record at 4:29 p.m. 16:29:49</p> <p>21 Q. Okay. So before the break, I asked 16:29:51</p> <p>22 you about artists whom you had some personal 16:29:55</p> <p>23 communication alone or with others on issues 16:30:03</p> <p>24 having to do with fan club policy. 16:30:07</p> <p>25 I want to ask a slightly different 16:30:10</p>

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<p>1 question now. We all know there have been 16:30:12 2 these various incidents or dust-ups over the 16:30:15 3 years. Can you give me a list of the -- of 16:30:19 4 the ones that required you to get personally 16:30:23 5 involved even if it was just internally 16:30:27 6 within Songkick or legacy CrowdSurge? 16:30:29</p> <p>7 MR. LORIG: Excuse me. 16:30:35 8 That question's improper in form 16:30:36 9 and calls for a narrative. 16:30:38 10 No instruction. Answer to the best 16:30:39 11 you can. 16:30:41 12 A. I believe over the time, that 16:30:42 13 there's not been many. 16:30:50 14 I mean I think Paul McCartney's the 16:30:51 15 only one where we'd have to get involved in, 16:30:53 16 as you say, dust-up and try to repair it with 16:30:56 17 the client. I think the only one I've 16:30:59 18 personally been involved with is that. 16:31:01 19 Q. Okay. Did you -- do you have any 16:31:03 20 recollection of getting involved in a -- in a 16:31:06 21 -- an issue having to do with Ellie Goulding? 16:31:08 22 A. Maybe. 16:31:14 23 But that was handled by Garath 16:31:15 24 Jones in the U.K., who is -- I mean I'm close 16:31:18 25 with the manager, but it was all done through 16:31:20</p>	<p>1 the label, which would not have been me 16:31:22 2 really. 16:31:24 3 I don't -- I don't recall. 16:31:25 4 It would have probably been Garath, 16:31:25 5 I imagine. I'd have to check, but -- 16:31:27 6 Q. But regardless, you don't have any 16:31:31 7 recollection of -- of -- of the dispute, or 16:31:33 8 what role you had in it? 16:31:36 9 A. When was it, are you telling me it 16:31:40 10 was? 16:31:43 11 Q. I think that was 2012. 16:31:46 12 A. I'm trying to think the last time 16:31:49 13 we did stuff with Ellie in the U.S. 16:31:51 14 Oh, no, that's not true. 16:31:53 15 Q. October 2012. 16:32:13 16 A. October 2012? 16:32:14 17 Q. Yeah. 16:32:15 18 A. There may have been some 16:32:17 19 communication, but I don't really recall it. 16:32:17 20 And I -- I simply know because the 16:32:19 21 manager is very, very blasé, and leans 16:32:21 22 heavily on the agency and label. By blasé, I 16:32:25 23 mean he's focused on other things. 16:32:32 24 Q. Did you meet with Greg Schmale 16:32:40 25 about the Ellie Goulding issues? 16:32:44</p>
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<p>1 A. I'm not sure. 16:32:47 2 I definitely met with Greg, as I 16:32:47 3 said earlier. I don't remember when it was, 16:32:50 4 but it was definitely in L.A. 16:32:51 5 And it was me and Adam Schiffer. 16:32:54 6 And I think Adam Schiffer was relatively 16:32:55 7 early on in his time here, so yeah, it was 16:32:59 8 definitely in L.A. when he was there. 16:33:03 9 Q. There was a dust-up concerning 16:33:13 10 Weird Al Yankovic -- 16:33:16 11 A. Yes. 16:33:20 12 Q. -- how to say that. 16:33:21 13 Did you have anything to do with 16:33:21 14 that one? 16:33:22 15 A. Just internally I was involved in 16:33:23 16 some of the conference calls and things like 16:33:25 17 that. 16:33:26 18 But I've never met the manager. I 16:33:27 19 know the manager's name, Jay, but I've never 16:33:28 20 met him or talked to him on the phone or 16:33:31 21 anything. That was Josh Baron. 16:33:33 22 Q. There was a dust-up concerning 16:33:35 23 Alabama Shakes. Did you have anything to do 16:33:37 24 with that one? 16:33:40 25 A. Again, I'm not using the word 16:33:40</p>	<p>1 dust-up, you are, but -- 16:33:43 2 Q. I know. 16:33:44 3 But you know what I'm talking 16:33:44 4 about, though, right? 16:33:46 5 A. I understand. 16:33:47 6 Q. Is there another term you prefer? 16:33:47 7 MR. LORIG: He's telling me to wake 16:33:51 8 up and start objecting. 16:33:53 9 Q. (Continuing) I don't -- I don't 16:33:54 10 want to put words in your mouth. 16:33:54 11 A. Well, let's just say a 16:33:56 12 conversation. 16:33:58 13 Yeah, I didn't talk to -- I know 16:33:58 14 the manager, Kevin, but I had a conversation 16:34:00 15 with Kevin after there was some legal thing 16:34:02 16 that came out. I can't remember exactly what 16:34:06 17 it was, but I remember talking to Kevin about 16:34:08 18 that. 16:34:10 19 But during the, as you say, 16:34:11 20 dust-up, no, I did not have a con -- I didn't 16:34:13 21 have any -- I don't remember having any 16:34:15 22 conversations with Kevin. 16:34:16 23 Q. Did you get involved in any issues 16:34:18 24 having to do with an incident, or what have 16:34:20 25 you, having to do with a band called Phoenix? 16:34:23</p>

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<p>1 MR. LORIG: Argumentative. 18:00:53</p> <p>2 No instruction. 18:00:55</p> <p>3 A. What's the worst thing 18:00:55</p> <p>4 Ticketmaster's done to our business? Again, 18:00:57</p> <p>5 I would have to think about it, but, you 18:00:59</p> <p>6 know, I would probably say everything in 18:01:01</p> <p>7 their power to put us out of business is 18:01:02</p> <p>8 probably the worst thing they've done. 18:01:04</p> <p>9 Q. That's -- that's more of a -- a 18:01:06</p> <p>10 (speaking simultaneously) -- 18:01:06</p> <p>11 A. I'm happy to go into specifics if 18:01:06</p> <p>12 you'd like. 18:01:06</p> <p>13 THE COURT REPORTER: I'm sorry. 18:01:06</p> <p>14 You're both talking at the same time. 18:01:12</p> <p>15 Q. Yes. 18:01:12</p> <p>16 I'm asking you of the various 18:01:13</p> <p>17 conducts, acts that you think may have hurt 18:01:19</p> <p>18 your business, which has been the most 18:01:23</p> <p>19 impactful in a negative way on your business. 18:01:27</p> <p>20 MR. LORIG: And again I would 18:01:30</p> <p>21 caution you to exclude from your answer 18:01:31</p> <p>22 anything that you've learned from either 18:01:33</p> <p>23 inhouse counsel or outside counsel. 18:01:35</p> <p>24 A. I think it would be very hard to 18:01:38</p> <p>25 rank them, to be honest -- to be honest. 18:01:40</p>	<p>1 Like they're so bad and there's so many 18:01:41</p> <p>2 things, and it's very upsetting to talk about 18:01:44</p> <p>3 that, you know, I don't really want to go 18:01:45</p> <p>4 through ranking them, and I can't really talk 18:01:47</p> <p>5 about the most (unintelligible) -- 18:01:47</p> <p>6 (Reporter clarification.) 18:01:47</p> <p>7 A. I don't really want to go through 18:01:50</p> <p>8 them; there's -- there's been so many of 18:01:52</p> <p>9 them. 18:01:53</p> <p>10 If you want to ask me specific to 18:01:53</p> <p>11 then lay them out and rank them, I can try. 18:01:57</p> <p>12 Q. Okay. Then I have to ask you then 18:01:57</p> <p>13 to give me all of them. 18:01:59</p> <p>14 MR. LORIG: Excuse me. 18:02:00</p> <p>15 The question as phrased is 18:02:01</p> <p>16 improper, calls for a narrative. 18:02:02</p> <p>17 Q. (Continuing) You can answer. 18:02:04</p> <p>18 MR. LORIG: You may answer, but 18:02:05</p> <p>19 it's an objectionable question that he 18:02:07</p> <p>20 could never do in front of a judge. 18:02:08</p> <p>21 MR. WALL: It really doesn't 18:02:08</p> <p>22 matter. Let him answer. 18:02:11</p> <p>23 A. To best of my knowledge, there's -- 18:02:11</p> <p>24 there's many things. 18:02:13</p> <p>25 I would say them picking on us 18:02:14</p>
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<p>1 about the fan club policy, and, you know, 18:02:17</p> <p>2 saying we're complying and then not, and 18:02:21</p> <p>3 changing the rules and changing the goal 18:02:23</p> <p>4 posts to try and draw us out of business I 18:02:25</p> <p>5 think is one. 18:02:28</p> <p>6 Two, you know, obviously going 18:02:28</p> <p>7 talking to artists and persuading them not to 18:02:32</p> <p>8 work with us, for no reason, even though we 18:02:36</p> <p>9 were, you know, compliant with fan club 18:02:38</p> <p>10 policies; using their pressure with Live 18:02:40</p> <p>11 Nation and Ticketmaster to affect other 18:02:43</p> <p>12 markets around the world. 18:02:45</p> <p>13 I mean I -- again, I would have to 18:02:47</p> <p>14 really go into it, but there's more that 18:02:48</p> <p>15 comes to that; you know, the consistent 18:02:51</p> <p>16 coercing of other industry executives to try 18:02:54</p> <p>17 and, again, put us out of business; many 18:02:57</p> <p>18 different tactics they've used, and probably 18:02:59</p> <p>19 I'm not aware of all of them, but I'm sure 18:03:02</p> <p>20 there's many. 18:03:02</p> <p>21 Q. Can you identify for me any 18:03:04</p> <p>22 examples of this supposed coercing of other 18:03:06</p> <p>23 industry executives to put you out of 18:03:06</p> <p>24 business? 18:03:10</p> <p>25 MR. LORIG: And again I would 18:03:10</p>	<p>1 instruct you to exclude anything you got 18:03:12</p> <p>2 from your counsel, inside or outside 18:03:14</p> <p>3 counsel 18:03:18</p> <p>4 A. I can't really think of any off the 18:03:19</p> <p>5 top of my head, but I would say that, you 18:03:21</p> <p>6 know just generally, you know, Ticketmaster 18:03:22</p> <p>7 employees, Live Nation -- 18:03:25</p> <p>8 (Reporter clarification.) 18:03:25</p> <p>9 A. -- promoters, maverick managers, 18:03:27</p> <p>10 you know, I don't really want to -- I don't 18:03:32</p> <p>11 really want to call out individuals unless 18:03:33</p> <p>12 you're going to make me, but I'm happy to 18:03:35</p> <p>13 call out the individuals. 18:03:37</p> <p>14 Q. Call them out. 18:03:38</p> <p>15 A. Scott Rodger -- 18:03:40</p> <p>16 MR. LORIG: Excuse me. 18:03:41</p> <p>17 I'm going to object to that 18:03:41</p> <p>18 question as being ambiguous, 18:03:43</p> <p>19 unintelligible and improper. 18:03:45</p> <p>20 Q. You may answer. 18:03:48</p> <p>21 A. People such as Michael Rapino, 18:03:48</p> <p>22 Scott Rodger, Aaron Smith. 18:03:55</p> <p>23 There's lots of them that, you 18:03:59</p> <p>24 know, have not really played fairly, in my 18:04:01</p> <p>25 opinion. 18:04:05</p>

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1 Q. What has Scott Rodger done to play 18:04:05
2 unfairly? 18:04:07

3 A. I don't know, but, you know, I can 18:04:08
4 -- you know, I can -- there's certain things 18:04:12
5 that I can assume have happened. 18:04:14

6 Q. What do you assume happened? 18:04:15

7 MR. LORIG: Again I would instruct 18:04:17
8 you to exclude anything you've learned 18:04:18
9 from counsel. 18:04:20

10 A. I don't really know. 18:04:22

11 Q. Well, why did you name Scott? 18:04:25

12 A. I think just because of his 18:04:26
13 involvement with Paul McCartney. 18:04:28

14 Q. Do you have some reason to believe 18:04:29
15 that -- that Scott did something to adversely 18:04:30
16 affect your relationships with Paul 18:04:33
17 McCartney? 18:04:35

18 A. I'm not really sure, and I can't, 18:04:35
19 obviously, prove it, but, you know, there's a 18:04:37
20 reason why we're working with Paul for five 18:04:39
21 plus years and then all of a sudden we 18:04:41
22 weren't, so I think it's a bit of an irony. 18:04:44

23 Q. Do you think that has anything to 18:04:49
24 do with the fact that -- that Scott Rodger 18:04:50
25 became affiliated with Live Nation? 18:04:54

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1 A. I'm not sure. 18:04:55

2 Q. You mentioned Michael Rapino. What 18:05:02
3 do you think Michael Rapino did to adversely 18:05:04
4 affect your business? 18:05:08

5 MR. LORIG: Calling for 18:05:10
6 speculation. 18:05:11

7 I'd instruct you to exclude 18:05:12
8 anything you gained -- 18:05:14

9 THE WITNESS: Yes. 18:05:14

10 MR. LORIG: -- learned from 18:05:15
11 counsel. 18:05:15

12 THE WITNESS: (Inaudible) Sorry. 18:05:15

13 A. I mean if you're going to force me 18:05:15
14 to say it, I'll say it, but -- 18:05:21

15 Q. Say it. 18:05:23

16 A. Yeah, I think that there have been 18:05:23
17 conversations with managers behind the 18:05:24
18 scenes, that managers have told me -- I can't 18:05:26
19 recall off the top of my head. You know, one 18:05:29
20 of them being people like I think Tracey 18:05:30
21 Thomas, who was involved with Stephen 18:05:34
22 Glicker, and Mike Rapino, telling them how 18:05:36
23 they couldn't work with us, and Muse in 18:05:38
24 relation to -- Peter mentioned Cliff 18:05:38
25 Bernstein, where Marco said he couldn't work 18:05:38

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1 with us, for no reason. 18:05:47

2 So yeah, I think there's probably a 18:05:48
3 few more live, but I don't really remember 18:05:50
4 all of them. 18:05:52

5 Q. All right. Finally, you mentioned 18:05:52
6 Jared Smith. What did he do? 18:05:56

7 A. I'm not sure. I -- again, I think 18:05:58
8 I -- I recall seeing some -- some instances 18:06:02
9 of him kind of just saying like no Songkick 18:06:04
10 or something like that. I can't -- I can't 18:06:08
11 remember. Maybe that was a mistake. But I 18:06:09
12 can't remember exactly. 18:06:11

13 As I said, I think there's many 18:06:12
14 things. 18:06:14

15 MR. WALL: All right, we'll call it 18:06:17
16 a day. 18:06:18

17 Thank you, sir. 18:06:18

18 THE WITNESS: Thank you. 18:06:19

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1 THE VIDEOGRAPHER: This concludes 18:06:20
2 the deposition. We are going off the 18:06:20
3 record at 6:06 p.m. 18:06:23

4
5 MATTHEW O. JONES

6
7 Subscribed and sworn to before me
8 this ____ day of _____, 2017.

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1 CERTIFICATE
2 STATE OF NEW YORK)
3 : ss.
4 COUNTY OF NEW YORK)

5
6 I, SHAUNA STOLTZ-LAURIE, a Notary
7 Public within and for the State of New
8 York, do hereby certify:

9 That MATTHEW O. JONES, the witness
10 whose deposition is hereinbefore set
11 forth, was duly sworn by me and that
12 such deposition is a true record of the
13 testimony given by the witness.

14 I further certify that I am not
15 related to any of the parties to this
16 action by blood or marriage, and that I
17 am in no way interested in the outcome
18 of this matter.

19 IN WITNESS WHEREOF, I have hereunto
20 set my hand this 10th day of March,
21 2017.

22
23
24
25
SHAUNA STOLTZ-LAURIE

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1 *** ERRATA SHEET ***
2 TSG REPORTING, INC.

3 NAME OF CASE: COMPLETE v LIVE NATION
4 DATE OF DEPOSITION: MARCH 8, 2017
5 NAME OF WITNESS: MATTHEW O. JONES

6 Reason codes:

1. To clarify the record.
2. To conform to the facts.
3. To correct transcription errors.

7 Page _____ Line _____ Reason _____
8 From _____ to _____

9 Page _____ Line _____ Reason _____
10 From _____ to _____

11 Page _____ Line _____ Reason _____
12 From _____ to _____

13 Page _____ Line _____ Reason _____
14 From _____ to _____

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16 From _____ to _____

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18 From _____ to _____

19 Page _____ Line _____ Reason _____
20 From _____ to _____

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22 From _____ to _____

23 Page _____ Line _____ Reason _____
24 From _____ to _____

25 Page _____ Line _____ Reason _____
From _____ to _____

24
25
MATTHEW O. JONES

EXHIBIT 312

Message

From: Pete Lamson [/O=TICKETMASTER/OU=LOS ANGELES/CN=RECIPIENTS/CN=PETEL]
Sent: 8/23/2011 12:52:16 PM
To: Mike Schmitt [mike.schmitt@ticketmaster.com]; Greg Schmale [greg.schmale@ticketmaster.com]
Subject: FW: Best Practices: Fan Club Event Flagging requirements for Client Services / GMs (North America)
Attachments: Best Practices Fan Club tracking_032106.doc

Background on old fan club tracking...

From: Pete Lamson
Sent: Tuesday, March 21, 2006 10:30 AM
To: EP Best Practices - North America
Cc: EP Best Practices - Notify; David Goldberg; David Marcus
Subject: Best Practices: Fan Club Event Flagging requirements for Client Services / GMs (North America)

FAN CLUB INVENTORY TRACKING INTENSIFIES AT CLIENT SERVICE / GM LEVEL
Event Flagging Extends to "Offer Type" to Bird-dog Fan Club Offers; Migration From Holds to Solds.
[BP Reissue: Best Practices: Fan Club inventory tracking / sent: Sun 3/2/2003 8:02 PM]

Please review the attached BP document and contact **Blaine Legere** if you have any questions. Tracking these events and inventory is an extremely important initiative, and will require a coordinated communication effort between GM's and venue management; box offices and TM Client Services staff. Additional GM notes from Blaine regarding tours, policies and strategies for flagging adoption are forthcoming. This should be a prioritized topic within this week's local staff meetings.

Key Points:

- Fan club ticketing by legitimate third party fan clubs is initiated only at client request and with client approval.
- Flags are designed to track transaction and fulfillment activity that is NOT conducted through our systems, but the flags should be applied to ALL offers where either belonging or joining a fan club is required to purchase tickets.
- Allowable percentages for fan clubs is **8% of Ticketmaster's sellable inventory**. Another way to think about this is, 8% of the pool of seat that Ticketmaster would otherwise be offering through its channels. To arrive at this number, begin with NET CAPACITY for the show and subtract all season tickets and holds on the event (this equals Ticketmaster OPENS) and multiply by 8%.
- **Client Box office** or **TM Client Services staff**, as appropriate, will identify and set holds and sold ticket types per standard REPNAM and REPNAM/F conventions below.



Best Practices Fan
Club tracking_03...

EP Intranet Link: http://intranet/Page_View.aspx?NID=3430

Event Flagging:

Standard REPNAM convention:

- All Fan Clubs: HOLD and SOLD ticket type REPNAMEs contain "FAN"
- *Note: Standard non-qualified ticket types should be utilized. Base qualifiers can also be tracked, but should also follow standard FAN naming convention.*

Standard host Offer Type flags for sold base ticket types and fan club masks:

- 22 - SOLD type:Artist Fan Club
- 23 - SOLD type:Promoter Fan Club
- 24 - SOLD type:Venue Fan Club

Standard host Offer Type flags for sold base hold types:

- 32 - HOLD type:Artist Fan Club
- 33 - HOLD type:Promoter Fan Club
- 34 - HOLD type:Venue Fan Club

Exhibit 100

Greg Schmale

20 January, 2017

reporter: *jeanese johnson*

CLR, LCR, CSR 11635
TSG Reporting Inc.

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TM00066311

Thanks!
-Pete

Peter Lamson

Sr. Director Event Programming
Ticketmaster [Nasdaq: IACI]
8800 Sunset Blvd.
West Hollywood, CA 90069

General: 310-360-3338
Direct: 310-360-3337
Cell: 310-882-1579
AIM: plamsonTM

Event programming related questions? Email [EP Support](#)



Inventory tracking for fan clubs / March 21, 2006

Fan Club inventory tracking

What is a "Fan Club?"

Bona fide third-party fan clubs are those that provide fans with more than merely access to presale tickets. Legitimate artist fan clubs may provide some or all of the following: chat rooms where fans can exchange opinions, registration opportunities for contest and email alerts, secure member-only presale ticketing pages, exclusive member-only downloads, etc.

Ticket sales that do take place via legitimate third party fan clubs are expected to:

- Precede any public on-sale or presale (i.e. all third party fan club sales should be off sale when ticketmaster.com begins selling)
- Utilize a unique password to access member-only ticketing pages
- Have an established ticket limit of 4 per member

Client / Box Office policy & procedure / basic requirements:

- Fan club ticketing by legitimate third party fan clubs is initiated only at client request and with client approval.
- Flags are designed to track transaction and fulfillment activity that is NOT conducted through our systems, but the flags should be applied to ALL offers where either belonging or joining a fan club is required to purchase tickets.
- Allowable percentages for fan clubs are **8% of Ticketmaster's sellable inventory**. Another way to think about this is, 8% of the pool of seat that Ticketmaster would otherwise be offering through its channels. To arrive at this number, begin with NET CAPACITY for the show and subtract all season tickets and holds on the event (this equals Ticketmaster OPENS) and multiply by 8%.
- Fan club tickets should be "fairly allocated" throughout the facility across all price levels, i.e. every other row, left-side, right-side, etc, with exceptions made on a case-by-case basis.
- Clients should notify TM client services regarding participating events, including the artist's fan club ticketing provider.
- **Client Box office** or **TM Client Services staff**, as appropriate, will identify holds and sold ticket types per standard REPNAME and Offer Type conventions below.
- Fan Club Holds should be flagged prior to fan club onsale date and Fan Club Solds should be flagged prior to the Ticketmaster general public onsale (or presale) date.

Client Services requirements:

- Host system sweeps and db queries will locate hold & sold types if the appropriate flags are present. Typically Client Services staff should maintain seating charts & execute event flagging where appropriate. Use of REPNAME and REPNAME/F may extend to clients where appropriate.

Standard REPNAME convention:

- All Fan Clubs: HOLD and SOLD ticket type REPNAMEs contain "**FAN**"
- *Note: Standard non-qualified ticket types should be utilized. Base qualifiers can also be tracked, but should also follow standard **FAN** naming convention.*

Standard host Offer Type flags for sold base ticket types and fan club masks:

- 22 - SOLD type:Artist Fan Club
- 23 - SOLD type:Promoter Fan Club
- 24 - SOLD type:Venue Fan Club

Standard host Offer Type flags for sold base hold types:

- 32 - HOLD type:Artist Fan Club
- 33 - HOLD type:Promoter Fan Club
- 34 - HOLD type:Venue Fan Club

Client Services "non-requirements":

- With everything that's currently on the Client Services plate, it's not a requirement to query venues and promoters regarding fan club participation. It's up to your GM to communicate the necessity for clients to notify us regarding fan club involvement.
- It's also not a procedural requirement to manage or police fan club percentages (8%) or seat locations. However, in cases where obvious abuse of allowable percent is occurring on a regular basis, or is set to occur on a major onsale, please contact **Blaine Léger**.

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For more information, contact: paul.hanson@ticketmaster.com



Inventory tracking for fan clubs / March 21, 2006

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For more information, contact: perc.hanson@ticketmaster.com

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TM00066314

EXHIBIT 322

Message

From: Stephen Mead [stephen.mead@ticketmaster.com]
Sent: 11/15/2013 10:27:24 AM
To: Matt Shearer [matt.shearer@ticketmaster.com]; Zeeshan Zaidi [zeeshan.zaidi@ticketmaster.com]
Subject: Arcade Fire pre-sale...

AF have been a financial foundation for CrowdSurge from day one. If you can create a compelling offer based upon the lower fees applied by CS then you'll win over Scott Rodger (their manager).

Also if you can offer the same sort of fee structure to Scott for the Paul McCartney shows (as well as convincing Barry Marshall) then you'd cut CS off at the knees.

I can share with you the fees applied by CS when we meet on Monday as I have all the AF touring history that I handled for North and South America.

SM

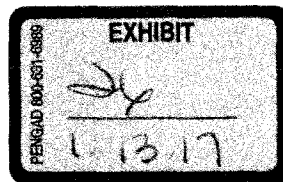
From: Matt Shearer
Sent: Friday, November 15, 2013 10:23 AM
To: Zeeshan Zaidi; Stephen Mead
Subject: FW: Arcade Fire pre-sale...

Zeeshan – Here is how you choke-off Crowdsurge. Adjust the pre-sale fees, make a compelling offer from TM, LN buys the tour and we steal back one of CS's signature clients.

From: Greg Schmale <Greg.Schmale@ticketmaster.com>
Date: Thursday, November 14, 2013 3:23 PM
To: Cole Gahagan <Cole.Gahagan@Ticketmaster.com>
Cc: Jared Smith <Jared.Smith@Ticketmaster.com>
Subject: Arcade Fire

Cole,

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TM00075353

As we discussed, Arcade Fire has chosen to keep their fan club presale tickets on platform if we and the below list of venues agree to reduce the service charge for their fan club tickets to 10% of face. Presales launch Monday and LN is making the request from their side as well.

Thanks.

Event Date	Market	Venue
Thu, 06-Mar	Louisville, KY	KFC Yum! Center
Mon, 10-Mar	Detroit, MI	The Palace of Auburn Hills
Wed, 12-Mar	Pittsburgh, PA	CONSOL Energy Center
Thu, 13-Mar	Toronto, ON	Air Canada Centre
Tue, 18-Mar	Bridgeport, CT	Webster Bank Arena
Wed, 09-Apr	Houston, TX	Cynthia Woods Mitchell Pavilion
Thu, 10-Apr	Austin, TX	austin360 Amphitheatre
Sun, 27-Apr	St. Louis, MO	Verizon Wireless Amphitheatre
Tue, 29-Apr	Columbus, OH	Schottenstein Center
Thu, 01-May	Nashville, TN	Bridgestone Arena
Fri, 02-May	Atlanta, GA	Aaron's Amphitheatre
Wed, 30-Jul	Mountain View, CA	Shoreline Amphitheatre
Fri, 08-Aug	Seattle, WA	The Gorge Amphitheatre
Mon, 11-Aug	Edmonton, AB	Rexall Place
Tue, 12-Aug	Calgary, AB	Scotiabank Saddledome
Thu, 14-Aug	Winnipeg	MTS Centre
Sun, 17-Aug	Washington DC	Verizon Center
Tue, 19-Aug	Mansfield, MA	Comcast Center
Fri, 22-Aug	Brooklyn, NY	Barclay's Center
Sat, 23-Aug	Brooklyn, NY	Barclay's Center
Tue, 26-Aug	Chicago, IL	United Center

EXHIBIT 323

Message

From: Stephen Mead [stephen.mead@ticketmaster.com]
Sent: 5/29/2014 9:49:31 AM
To: Christina Peterson [christina.peterson@ticketmaster.com]
CC: Zeeshan Zaidi [zeeshan.zaidi@ticketmaster.com]
Subject: Crowdsurge - annual presale tickets - TM venues vs. Non-TM
Attachments: image001.png; image002.png; image003.png; image004.png; image005.png; image006.png; image007.png; CrowdSurge_HOD_Report- Week 25 2012 .xlsx; CrowdSurge_Booking Fee Calculator 2011_V2.xlsx; Copy of Growth Summary CS_CER - Global Contribution %.xlsx

Morning Christina,

I recall our meeting while in San Francisco and all is good here in NYC.

Zeeshan mentioned they deck that was being created and that you might need some info from me for this. I have a whole bunch of Weekly Heads of Department reports that included the projections vs real sales across tickets and merch in all territories that they operated in.

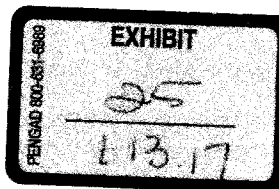
As I stepped down from CS in July 2012 I can certainly provide you the last version of this report that included the most up to date data. With their heavy focus on the US market for 2013 and the level of artist tours they were working on you can safely assume that the majority of these were routing through TM venues.

As for the approximate split of the US ticket sales TM venues vs. non TM venues I would say from the artist roster they were working with in 2012 is was a 50/50 split. 2012 was when TM first got aggressive in its handling of CS so this did have an effect on their pre-sale allocation that year.

2013/2014 TM vs. non TM venues would show an increase in the amount of TM venues that CS would be requesting ticketing allocations for due to the nature of the artists they were working with – Arcade Fire, Umphries McGee. Peter Frampton, Gavin Degraw, NKOTB, Crosby Stills & Nash, Enrique & Pitbull etc.

- Attached HOD report for week 25 of 2012 – actual revenue per territory vs. profit contribution
- Attached the forecasted CS Growth plan for 2012/2013 that I had a copy of – Zeeshan did have a copy of this sent to him at the beginning of the year.

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TM00076068

- I've also attached the last version of the service/booking fee calculator that was used for all US business.

Hopefully the attached will give you an insight in the CS business, if you need more info please drop me a note or give me a call directly.

Cheers

SM

Stephen Mead | Client Development Director

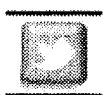
Email: stephen@ticketweb.com

Phone: 212-713-6330

Cell: 646-417-1242

888 7th Ave. 2nd Floor, New York, Ny 10106

www.TicketWeb.com



From: Christina Peterson

Sent: Wednesday, May 28, 2014 8:38 PM

To: Stephen Mead

Subject: Crowdsurge - annual presale tickets - TM venues vs. Non-TM

Hi Stephen,

We met briefly two weeks ago when we were in meetings with Zeeshan in San Francisco for our Artist Services Summit. Hope this email finds you well.

I'm reaching out because I'm helping Zeeshan prepare a deck on the artist services business for Jared/Rapino and we would like to include an estimate of Crowdsurge's annual business. I believe you mentioned they did around 1M tickets in 2013 – did I remember that correctly?

If so, I'd like to take it one step further if possible to estimate the breakdown of those tickets between TM venues vs. non TM venues?

Possible to estimate for 2012 as well?

Overall trying to get an idea of the size of their business so we know what is on the table for us to try and win back with our new service offering.

Trying to crank this out by EOW so if you could let me know what you've got on this topic tomorrow that would be great – sorry for the late ask.

Thanks in advance for any insight you can provide.

Christina

Christina Peterson

Director, Communications Strategy

ticketmaster* ARTIST SERVICES

☎: 415.342.5103 (w) | 415.629.3900 (c)

141 351 Rhode Island Street, Suite 500 | San Francisco, CA | 94103

✉: christina.peterson@ticketmaster.com

🐦 Artist Services | on Twitter: [@TMArtistSvcs](https://twitter.com/TMArtistSvcs)

Produced in Native Format

Week 25 2012 ticket Sales

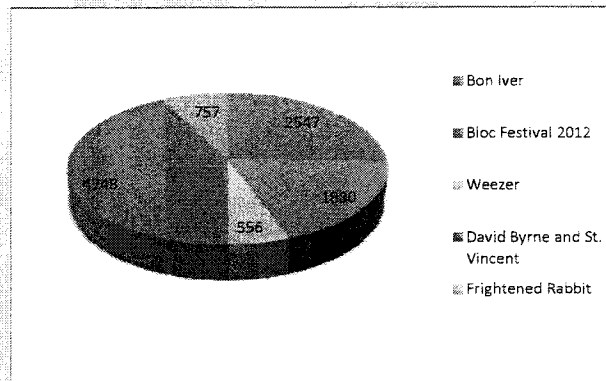
18th June -24th June

band		(All)						
		Values						
Row Labels	Tickets	Total Face Value	CS Fees	Shipping	Profit on CS fees	Profit on Shipping	Total Profit	Profit after tax
CAD	845	41460.45	2847.55	0.00	2272.08	0.00	2272.08	2272.08
DKK	65	20450.00	99.47	14.42	52.16	1.44	53.61	42.89
EUR	574	20430.75	1285.85	371.53	936.09	37.15	973.24	778.59
GBP	7184	227624.50	23293.03	4122.23	18374.09	2061.12	20435.21	16348.16
USD	5704	317111.75	21961.26	2766.64	17459.99	276.66	17736.66	17736.66
RUB	1	1500.00	3.41	0.00	2.77	0.00	2.77	2.21
NOK	3	750.00	7.70	0.00	5.98	0.00	5.98	4.78
SEK	44	22820.00	183.41	0.00	139.00	0.00	139.00	111.20
CHF	9	393.25	3.65	0.00	2.87	0.00	2.87	2.30
Grand Total	14429	652540.70	49685.35	7274.82	39245.04	2376.37	41621.41	37298.88

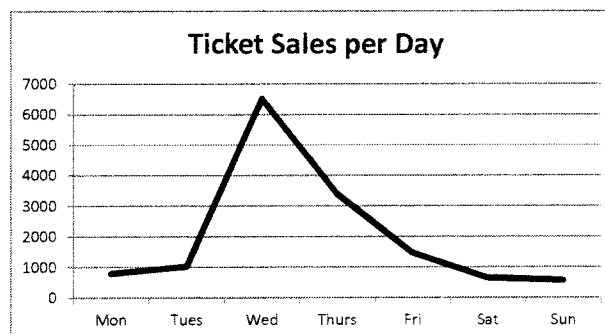
Average ticket Price: 45.22

currency (All)

Sum of ticket	
Row Labels	Total
Bon Iver	2547
Bloc Festival 2012	1880
Weezer	556
David Byrne and St. Vincen	4248
Frightened Rabbit	757
Grand Total	9988



Tickets	
	Total
Mon	794
Tues	1025
Wed	6521
Thurs	3393
Fri	1469
Sat	652
Sun	575
Grand Total	14429

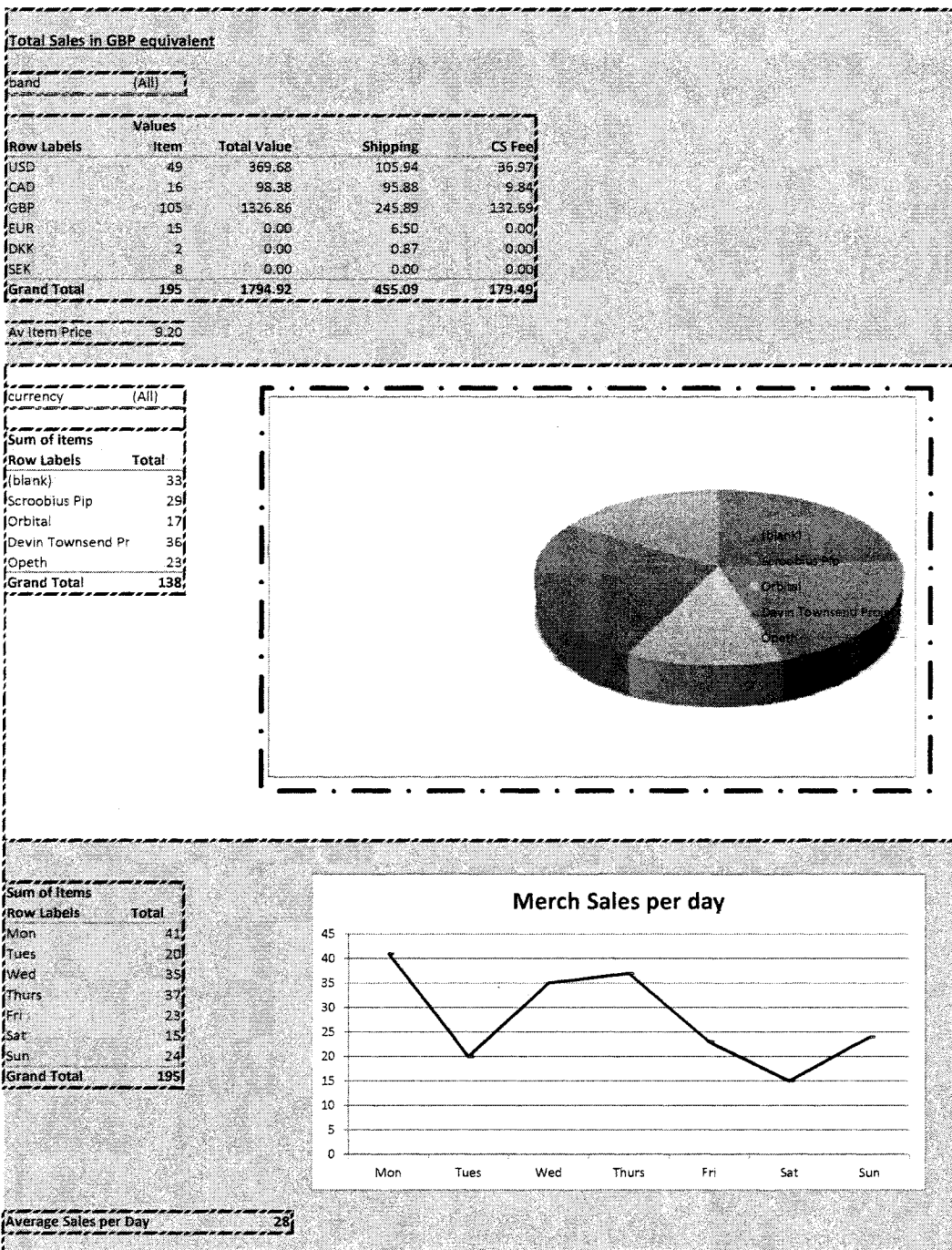


Av ticket sales per day 2061

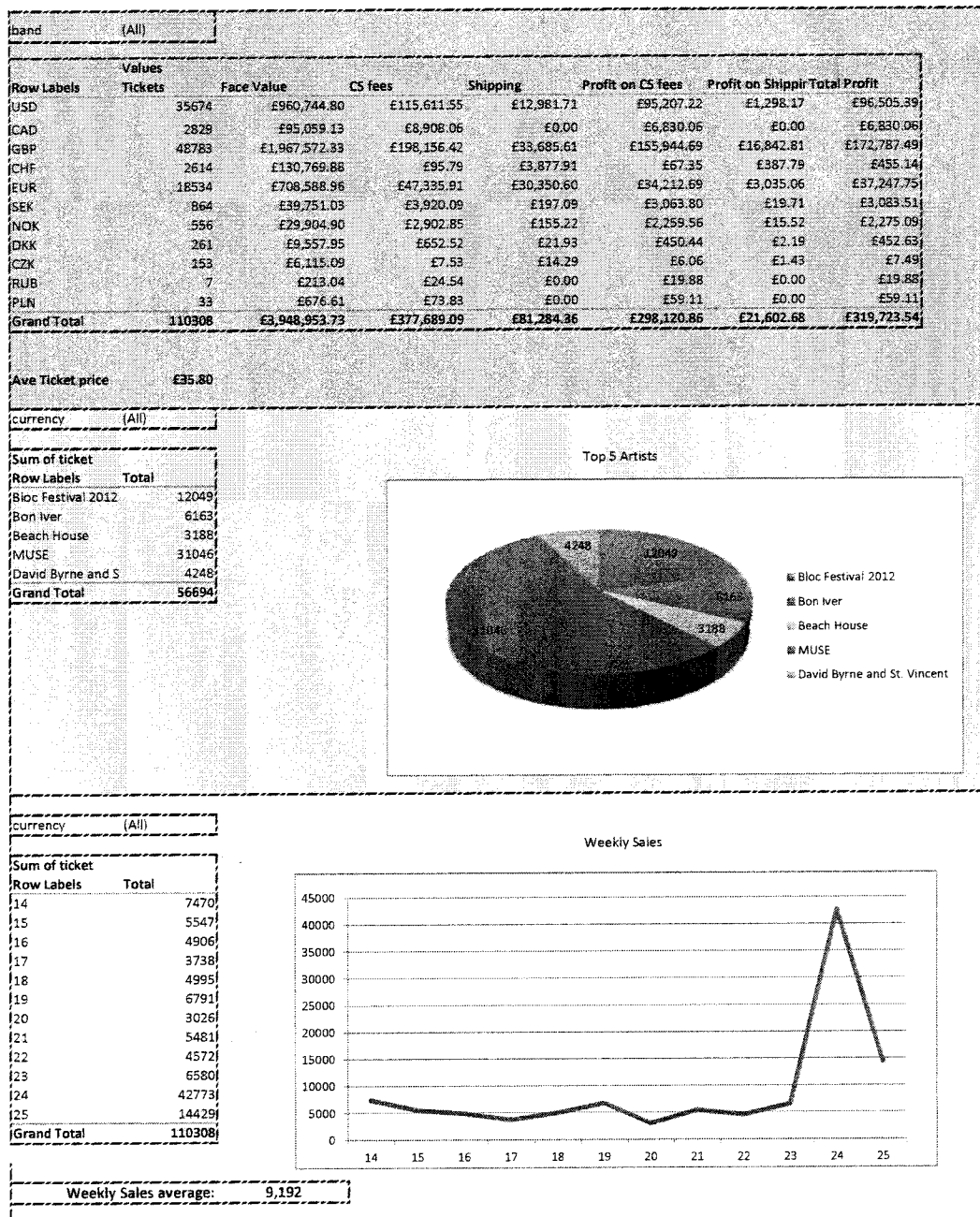
Merch Sales

Week 25

18th June -24th June



Quarter 1 2012 ticket Sales



Merch Sales Quarter 2 2012

Total Sales in GBP equivalent

band (All)

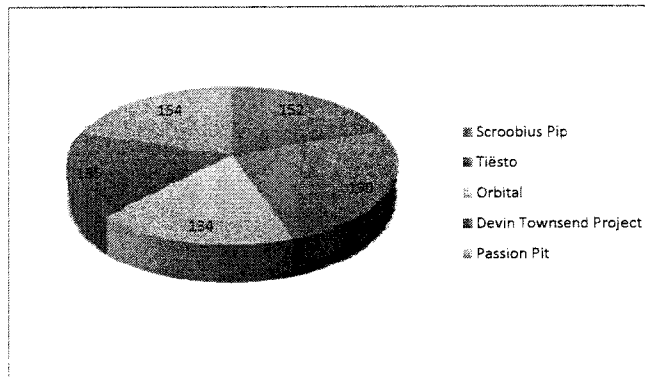
Values				
Row Labels	Item	Total Value	Shipping	CS Fee
USD	561	4286.05	1427.15	428.61
CAD	33	336.73	95.88	33.67
GBP	864	10863.28	2659.28	1086.33
EUR	37	16.79	29.50	1.68
CHF	1	0.00	0.00	0.00
NOK	1	14.56	0.58	1.46
DKK	3	14.38	2.06	1.44
SEK	9	8.98	0.00	0.90
Grand Total	1509	15540.78	4214.44	1554.08

Ave price £10.30

currency (All)

Sum of items	
Row Labels	Total
Scroobius Pip	152
Tiësto	190
Orbital	134
Devin Townsend P	135
Passion Pit	154
Grand Total	765

Top 5 Artists

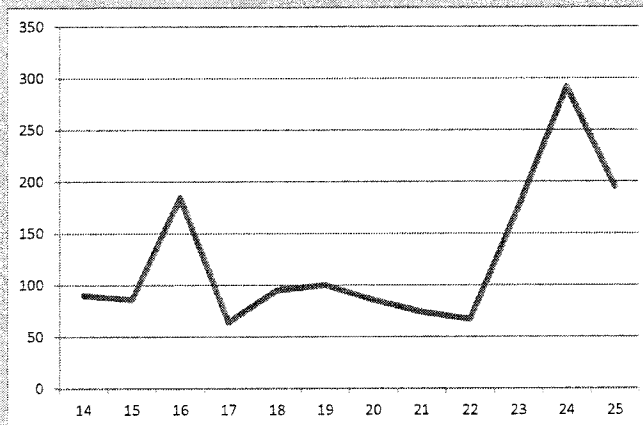


currency (All)

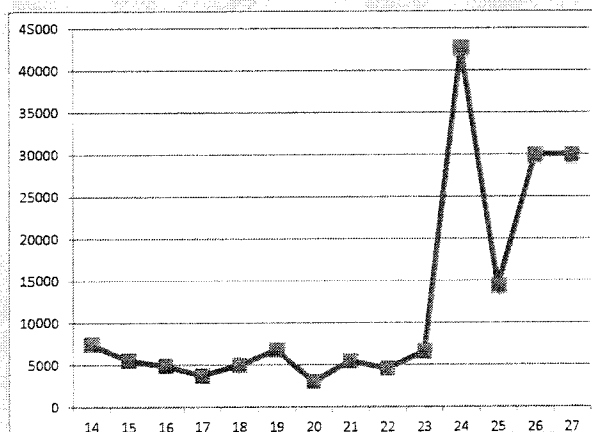
Sum of items	
Row Labels	Total
14	90
15	86
16	185
17	64
18	95
19	100
20	86
21	74
22	67
23	175
24	292
25	195
Grand Total	1509

Ave per week 125.75

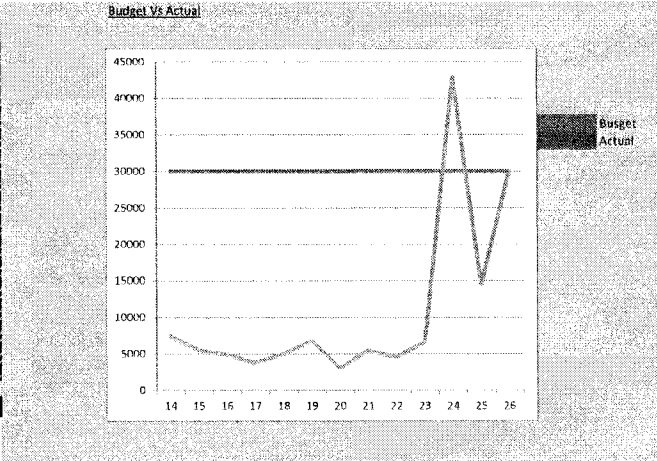
Merch Per Week



	A	B	C	D	E	F	G	H
1	Forecast - Quarter ending 31/03/2012							
2								
3								
4	Sales by Territory (GBP equivalent)							
5								
6		Values						
7	Row Labels	Sum of ticket	Sum of Turnover (GBP	Sum of Total Profit (GBP)				
8	GBP	75783	3070674.63	240303.70				
9	USD	59674	1820722.83	156452.63				
10	EUR	27534	1083603.62	60496.69				
11	CAD	2829	103395.54	6112.27				
12	CHF	2614	134839.36	455.14				
13	DKK	261	10980.35	452.63				
14	SEK	864	47788.31	3083.51				
15	NOK	556	25865.83	2275.09				
16	CZK	153	6144.45	7.49				
17	RUB	7	262.12	19.88				
18	PLN	33	824.26	59.11				
19	Grand Total	170308	6315101.31	469718.14				
20								
21	Av ticket price:	£37.08						
22								
23	Currency	(All)						
24								
25	Sum of ticket							
26	Row Labels	Total						
27	14	7470						
28	15	5547						
29	16	4906						
30	17	3738						
31	18	4995						
32	19	6791						
33	20	3026						
34	21	5481						
35	22	4572						
36	23	6580						
37	24	42773						
38	25	14429						
39	26	30000						
40	27	30000						
41	Grand Total	170308						
42								
43								
44								
45								



6/25/2012								
currency	(All)	(All)	(All)	(All)	(All)	(All)	(All)	(All)
Row Labels	Budget	Actual / Projection	Variance	Q2 2010	Variance	Q2 2011	Variance	Pipeline Q2 2012
14	30000	7470	22530	307	7163	176	29824	
15	30000	5547	24453	539	5008	2678	27322	
16	30000	4906	25094	477	4429	3047	26953	
17	30000	3738	26262	1247	2491	911	29089	
18	30000	4995	25005	7903	2908	1033	28967	
19	30000	6791	23209	2006	4785	975	29025	
20	30000	3028	26972	2288	738	3399	26601	
21	30000	5481	24519	11450	5969	7677	22373	
22	30000	4572	25428	3123	1449	5843	24157	
23	30000	6580	23420	5430	1150	3692	26308	
24	30000	4273	12773	11423	31350	10324	19676	
25	30000	14429	15571	4567	9867	19445	10555	
26	30000	0	0	4197	25803	14456	15544	
27	30000	30000	0	819	29181	6062	23938	
Grand Total	30000	7470	22530	54957	47487	73606	66136	
DTB	36000	110308	74308	50767	11773	59130	850	



Pipeline

D2C			
Row Labels	Values		
	Sum of Ticket sale	Sum of Sales Value (GBP)	Sum of Booking Fee
19	250	£5,000.00	£500.00
21	75250	£4,518,750.00	£451,875.00
22	2750	£53,750.00	£5,375.00
23	1500	£52,861.64	£5,286.16
24	250	£1,572.33	£157.23
25	27250	£1,630,872.64	£163,087.26
26	15125	£1,104,981.13	£110,498.11
27	25062.5	£720,407.23	£72,040.72
29	19000	£756,289.31	£75,628.93
30	3375	£176,250.00	£17,625.00
31	54125	£2,475,825.47	£247,582.55
32	62500	£1,595,676.10	£159,567.61
33	5875	£167,893.08	£16,789.31
35	24250	£820,981.13	£82,098.11
36	573000	£8,928,899.37	£892,889.94
37	140000	£2,739,073.91	£273,907.39
38	10000	£432,500.00	£43,250.00
40	341000	£4,816,374.21	£481,637.42
41	3500	£62,893.08	£6,289.31
42	261500	£5,086,792.45	£508,679.25
44	5125	£329,716.98	£32,971.70
45	189000	£4,209,512.58	£420,951.26
48	80750	£1,722,500.00	£172,250.00
49	2500	£125,000.00	£12,500.00
2013	196750	£7,832,885.22	£783,288.52
n/a	112250	£3,825,000.00	£382,500.00

B5B - per month

B5B - per month			
Row Labels	Values		
	Sum of Ticket sale	Sum of Sales Value	Sum of Booking Fee
24	833.3333333	833.3333333	83.33333333
26	312.5	937.5	93.75
27	312.5	6250	625
31	62.5	1250	125
32	1458.333333	29166.66667	2916.666667
33	520.8333333	15625	1562.5
35	6250	218750	21875
36	5312.5	183333.3333	18333.33333
40	35416.66667	645833.3333	64583.33333
41	5208.333333	65513.62683	6551.362683
45	104.1666667	2083.333333	208.3333333
49	2479.166667	6333.333333	633.3333333
2013	41854.16667	418541.6667	41854.16667
n/a	312.5	6250	625
Grand Total	100437.5	1657701.127	165770.1127

D2C			
Values			
Row Labels	Sum of Ticket s	Sum of Sales Value (GBP)	Sum of Booking Fee
Grand Total	2231937.5	£54,692,257.87	£5,469,225.79

B5B - per month			
Values			
Row Labels	Sum of Ticket s	Sum of Sales Value	Sum of Booking Fee

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
Director Opportunity Owner	Account Name	Opportunity Name	Stage	Priority	Segment	Sector Vertical	Build Type	Comm- ission Required	Estimated Value Currency	Estimated Value	Estimated Sales	Estimated Territory	Estimated Project Start Date	Support Required	Age	Next Step	Percentage	Week	Ticket Sales	Sales Value (GBP)	Booking Fee
1	Three Six Zero Group	Swedish House Mafia (Live Shows)	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low	GBP	70	1000	Europe	5/9/2012	None at this stage	55	6/10 to chase Andy for schedule/routing	75	19	250	5000	500
2	Madush Newman	Lovexia Weekender	Chasing (High)	High	Music	Direct To Consumer	Standard	Low	GBP	75	500	UK	5/12/2012	None at this stage	39	Finance training company as strategy	50	21	250	18/50	18/5
3	Richard McIntyre	Twitter production	Chasing (Low)	Medium	Non Music	Direct To Consumer	Standard	Medium	GBP	60	10000	UK	5/5/2012	None at this stage	45	Priscilla arranging meeting with AT small one but same management	75	21	75000	4500000	450000
4	Gareth Jones	Worldwide (UK Tour)	Chasing (High)	Low	Music	Direct To Consumer	Standard	Low	GBP	15	1000	UK	5/30/2012	None at this stage	31	Manchester & Keane clear services to arrange follow up to be done by 6/6/2012	25	22	250	3750	375
5	Gareth Jones	Antony & The Johnson's (UK Tour)	Chasing (Medium)	Medium	Music	Direct To Consumer	Non Standard	Medium	GBP	20	5000	UK, Europe, N America, ROW	6/1/2012	None at this stage	46	UK tour to be done by 6/6/2012	50	22	2500	50000	5000
6	Gareth Jones	Ear Your Own Eats	Chasing (Low)	Medium	Music	Direct To Consumer	Non Standard	High	GBP	45	2000	UK	6/1/2012	None at this stage	82	UK tour to be done by 6/6/2012	50	23	1000	45000	4500
7	Arthur Santos	Universal Music Group	Chasing (High)	High	Music	Direct To Consumer	Standard	Low	GBP	35	2000	UK, Europe	6/7/2012	None at this stage	24	Agent New album out Sep announcement June in August	75	23	0	0	0
8	Peter Sullivan	The Rascals (UK/Canada Tour)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	USD	35	2000	N. America	6/9/2012	None at this stage	24	Agent New album out Sep announcement June in August	25	23	500	7861.6372	286.165522
9	Stephen	All Things Gold / All Things (UK/US)	Chasing (Medium)	Low	Music	Direct To Consumer	Standard	Low	GBP	30	1000	N. America	6/11/2012	None at this stage	15	Agent New album out Sep announcement June in August	25	24	250	1573.337	157.232704
10	Stephen	At The Drive In	Chasing (Medium)	Low	Music	Direct To Consumer	Standard	Low	GBP	25	2000	UK, Europe, N America	6/14/2012	None at this stage	19	Agent New album out Sep announcement June in August	25	25	500	12500	1250
11	Gareth Jones	Warner Music Group (UK/US)	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Medium	GBP	30	10000	UK	6/18/2012	None at this stage	15	Agent New album out Sep announcement June in August	25	25	2500	75000	7500
12	Gareth Jones	High Walker (UK/US)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	GBP	15	1000	UK	6/18/2012	None at this stage	22	Agent New album out Sep announcement June in August	25	25	250	3750	375
13	Stephen	Anthony & The Johnson's (UK/US)	Chasing (High)	High	Music	Direct To Consumer	Standard	Medium	USD	100	2000	ROW	6/18/2012	None at this stage	21	Agent New album out Sep announcement June in August	75	25	20000	153962.6	153962.6
14	Stephen	6 Feet Under	Chasing (Medium)	Medium	Non Music	Direct To Consumer	Standard	Medium	GBP	200	5000	ROW	6/22/2012	None at this stage	35	Agent New album out Sep announcement June in August	75	26	3750	750000	75000
15	Stephen	Chasing (Low)	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low	USD	20	1000	Europe, N America, ROW	6/25/2012	None at this stage	11	Agent New album out Sep announcement June in August	25	26	750	9433.9623	943.396264
16	Gareth Jones	Shogun (UK/US)	Chasing (Medium)	Medium	Music	Direct To Consumer	Standard	Low	GBP	10	5000	UK	6/25/2012	None at this stage	54	Agent New album out Sep announcement June in August	50	26	2500	25000	2500
17	Gareth Jones	Warner Music Group (UK/US)	Chasing (High)	High	Music	Direct To Consumer	Standard	Low	GBP	30	2000	UK	6/25/2012	None at this stage	84	Agent New album out Sep announcement June in August	50	26	1000	32000	3200

A	B	C	O	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
19	Stephen Glick	Stars Night Festival	Chasing (Low)	High	Music	Promoters	Non Standard	High		USD		500M N. America	6/25/2012	Music Festival including 6/25/2012 across control		50 to follow up with EC to get confirmed ending and speak with Matt (ent)	25	26	1250	39508.176	3930.81761
20	Stephen Glick	Overcast Management	Chasing (High)	Low	Music	Direct To Consumer	Standard	Low		USD		1500M N. America	6/26/2012	standard integration		21 about integration with Matt to connect Glicks to connect with Matt to connect with Matt to connect	50	26	750	8433.9623	343.3562264
21	Peter Shifman	Overcast Management	Chasing (Medium)	High	Music	Promoters	Non Standard	High		USD		500M N. America	6/26/2012	Group Buy 6/26/2012 and Facebook		100 update proposal and with Matt to connect with Matt to connect	25	26	1250	78616.352	7861.63222
22	Natal Innes	Overcast Management	Chasing (Medium)	Low	Music	Direct To Consumer	Standard	Low		GBP		1000M N. America	6/27/2012	7/1/2012 N/A		7/1/2012 N/A	50	26	500	10000	1000
23	Malresh Narayanan	Full Fat Events	Chasing (High)	High	Music	Direct To Consumer	Standard	Low		GBP		300M UK	6/30/2012			11 finance exact group mechanic for 2012 New meet set for	50	26	1500	133500	13350
24	Victor Shifman	Festival de musique mergente (7500 cap multiple venues)	Chasing (High)	Medium	Music	Direct To Consumer	Standard	Medium		USD		750M N. America	6/30/2012			7/6/12 to discuss exact needs, no sale direct, ticket pricing, Glick waiting on confirmation from management	25	26	1875	27688.679	1708.867225
25	Stephen Glick	Major Entertainment	Chasing (High)	Medium	Music	Direct To Consumer	Standard	Medium		USD		100M N. America	7/1/2012	11 integration behind on management		413	25	27	750	9433.9623	943.3562264
26	Malresh Narayanan	The Big On (Wembley Arena Show)	Chasing (High)	High	Music	Direct To Consumer	Standard	Medium		GBP		800M UK	7/1/2012	Seating & Payment Structure		17 at seating plan	50	27	3000	141000	14100
27	Malresh Narayanan	Norfolk Festival	Chasing (High)	Low	Music	Direct To Consumer	Standard	Low		GBP		100M UK	7/1/2012			Approach once this year's event is over	25	27	250	18750	1875
28	Malresh Narayanan	Isle of Wight Festival	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low		GBP		200M UK	7/1/2012	11 integration behind on management		35	25	27	500	20000	2000
29	Stephen Glick	The Agency Group (US)	Chasing (High)	Medium	Music	Direct To Consumer	Standard	Low		USD		100M N. America	7/2/2012	11 integration behind on management		11	50	27	9000	33562.264	3356.226415
30	Stephen Glick	Fantastic Festival	Chasing (Medium)	Medium	Music	Direct To Consumer	Non Standard	Medium		USD		100M N. America	7/2/2012	11 integration behind on management		116 to get David final agreement by end of day 13/03/12	75	27	5250	66037.736	6603.773585
31	Farrah Jones	Concerts Events 17 Days (free/lectury)	Chasing (High)	Low	Music	Direct To Consumer	Non Standard	Low		GBP		220M UK	7/2/2012	11 integration behind on management		130 to get David final agreement by end of day 13/03/12	25	27	562.5	0	0
32	Matt Innes	Crown Management	Chasing (Medium)	Low	Music	Direct To Consumer	Standard	Low		GBP		200M UK	7/2/2012			Waiting on more info from details	25	27	500	12500	1250
33	Richard McIntyre	eddy Summit Fest	Chasing (Low)	High	Music	Direct To Consumer	Standard	Medium		GBP		200M N. America	7/2/2012	11 integration behind on management		Client acquiring 3 routing	50	27	1000	40000	40000
34	Stephen Glick	Pequeños Gigantes (Tour)	Chasing (Low)	High	Non Music	Promoters	Standard	Low		USD		500M ROW	7/2/2012	11 integration behind on management		50 to follow up with Buenos Aires agent steps 05/28/12	25	27	1250	15733.37	1572.327044
35	Stephen Glick	Kelly Urban	Chasing (Medium)	High	Music	Direct To Consumer	Non Standard	High		USD		300M N. America	7/16/2012	11 integration behind on management		340 week of 04/02/12	50	29	15000	70754.17	70754.71598
36	Stephen Glick	Wentworth Entertainment	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low		USD		300M N. America	7/16/2012	11 integration behind on management		50 to follow up with table in close with Arnold	50	29	1500	33018.868	3301.886792

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
37	Victor Schiffman Festival	Festival Film Festival (Mainland)	Chasing (Low)	High	Non Music	Direct To Consumer	Standard	Medium	USD	50	5000 N. America	7/20/2012				7/20/2012	50	25	2500	15723.27	1572.327047
38	Victor Schiffman Management	Billy Talent (UK Tour)	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low	GBP	50	3500 UK	7/27/2012					75	30	2625	157500	15750
39	Victor Schiffman Production	Patrick Wadson (UK/Europe Tour - 22 shows)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	GBP	25	1000 UK, Europe	7/28/2012					25	30	750	18750	1875
40	Stephen Jickel	Ted and the Fat Lions (Full Tour)	Chasing (Medium)	Medium	Music	Direct To Consumer	Standard	Low	USD	20	3000 N. America	7/30/2012					75	31	2250	28801.887	2830.188679
41	Mahesh Narayanan	Glasgowbury Festival 2013	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	GBP	35	4000 UK	8/1/2012					75	31	3000	105000	10500
42	Victor Schiffman Management (UK)	Rocky Furtado (McCluskey Arena Tour)	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	USD	80	UK, Europe N 5000 America	8/1/2012					75	31	37500	1866792.5	186675.2453
43	Mahesh Narayanan	Gettend Festival	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	GBP	85	1500 UK	8/1/2012					50	31	750	63750	6375
44	Mahesh Narayanan	Evolution Festival 2013	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	GBP	35	3000 UK	8/1/2012					25	31	7500	262500	26250
45	Victor Schiffman Management	M for Mott'at	Chasing (Low)	Low	Music	Promoters	Standard	Low	USD	75	2500 N. America	8/1/2012					25	31	625	29481.132	2948.113208
46	Garth Jones	Sarah Brightman (World Tour)	Chasing (High)	High	Music	Direct To Consumer	Standard	Low	GBP	40	UK, Europe N 10000 America, ROW	8/1/2012					25	31	2500	100000	10000
47	Stephen Jickel	Umphreys McQuine	Chasing (Medium)	Medium	Music	Direct To Consumer	Non Standard	High	USD	20	7000 N. America	8/6/2012					75	32	5250	66037.736	6603.77385
48	Matt Jones	Joe Bear Cinema Club (Workshide Touring)	Chasing (Low)	High	Music	Direct To Consumer	Standard	Medium	GBP	30	5000 UK, Europe	8/6/2012					25	32	3250	37500	3750
49	Stephen Jickel	Sarah Brightman (World Tour)	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	USD	35	2000 N. America	8/6/2012					50	32	10000	22012.579	22012.57862
50	Matt Jones	Paul McCartney (US Dates Summer 2012)	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	GBP	100	10000 N. America	8/6/2012					50	32	5000	500000	50000
51	Stephen Jickel	Farm Tour w/ Luke Ryan	Chasing (Low)	High	Music	Direct To Consumer	Non Standard	High	USD	25	6000 N. America	8/6/2012					50	32	32000	50144.65	50314.46541
52	Stephen Jickel	Basal Darts	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	USD	40	30000 N. America	8/6/2012					25	32	7500	221698.11	22169.81132
53	Stephen Jickel	Link Legend	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	High	USD	50	10000 N. America, ROW	8/6/2012					25	32	1500	47168.811	4716.881132
54	Garth Jones	Open November European Tour	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Low	GBP	25	5000 UK, Europe	8/15/2012					50	33	2500	62500	6250

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
55	Gareth Jones	Northern Music Co	Katzenberg (November European Tour)	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Low	GBP	20	2000	UK; Europe	8/15/2012	TBC	43	Chase routing and on sale schedule (G)	75	33	1500	30000	3000
56	Gareth Jones	Northern Music Co	Devlin Townsend / Fear Factory (in Headline European Tour)	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Low	GBP	20	2500	UK; Europe	8/15/2012	TBC	43	Chase routing and on sale schedule (G)	25	33	625	12500	1250
57	Victor Shiffman	Union Events (Toronto)	Snare Room Festival (Edmonton)	Chasing (Low)	High	Music	Promoters	Standard	Low	USD	80	5000	N. America	8/18/2012		99	Fitching group b/w. Re-connect in July to further discuss as tickets selling well. Review the 2012 festival in July alongside festival directors mid July	25	33	1250	62893.082	6289.308176
58	Mahesh Narayanan	High Definition Festival	High Definition Festival 2013	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	GBP	32	8000	UK	8/31/2012		12	Touch in with ops team regarding physical ticketing options. Arrange	25	35	2000	64000	6400
59	Mahesh Narayanan	Milkshake	Milkshake Events	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	GBP	7	10000	UK	8/31/2012		24	Follow up once tour is confirmed	25	35	2500	17500	1750
60	Victor Shiffman	Hive Management	Billy Talent (USA Canada Arena Tour)	Chasing (Low)	Medium	Music	Direct To Consumer		Low	USD	50	5000	N. America	9/1/2012		13	Get routing follow-up with proposal	50	35	2500	78616.352	7861.63522
61	Victor Shiffman	Eggplant Entertainment	Sam Roberts Band	Chasing (Low)	Low	Music	Direct To Consumer		Low	USD	40	2000	N. America	9/1/2012		91	Get Fall touring plans, submit proposal	25	35	500	12578.616	1257.861635
62	Victor Shiffman	Eggplant Entertainment	Kathleen Edwards	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low	GBP	40	3000	UK; Europe; N America; ROW	9/1/2012		91	Continue discussions with Andy who is going to pitch US in	50	35	1500	60000	6000
63	Victor Shiffman	SRO Management	Rush (UK And Europe Tour 2012)	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	GBP	75	10000	UK; Europe	9/1/2012		61	Ray heard of SRO.	25	35	2500	187500	18750
64	Victor Shiffman	Bonsound	Malajube (Canada Tour)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	USD	20	1000	N. America	9/1/2012		40	Get routing from Gourmet	50	35	500	6289.3082	628.9308176
65	Victor Shiffman	Eggplant Entertainment	Arkells (USA & Canada Tour)	Chasing (Medium)	Low	Music	Direct To Consumer	Standard	Low	GBP	25	2000	Europe	9/1/2012		90	Confirmed REQ participation. Setting up meet with Srd to discuss full tour	50	35	1000	25000	2500
66	Victor Shiffman	Rebel One	K'naan	Chasing (Medium)	Medium	Music	Direct To Consumer	Standard	Low	USD	30	5000	UK; Europe; N America; ROW	9/1/2012		83	Prep follow-up call with agent to discuss details on Wends 23/05/12. 8 Arena	25	35	1250	23584.906	2358.490566
67	Victor Shiffman	Bruce Allen Talent	Bryan Adams (USA Arena Tour)	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Low	USD	100	10000	N. America	9/1/2012		83	Discuss across control options with M1, FNC reviewing ticketing options i.e.	50	35	5000	314465.41	31446.54088
68	Victor Shiffman	Festival du nouveau cin_ma FNC	Festival du nouveau cin_ma FNC	Chasing (Medium)	High	Non Music	Direct To Consumer	Standard	Medium	USD	10	20000	N. America	9/1/2012		73	Meeting with Larry and Jim 16/04	25	35	5000	31446.541	3144.654088
69	Stephen Gluckin	Rebel Waltz	No Doubt (World Tour)	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Low	GBP	30	50000	UK; Europe; N America	9/3/2012	none	371	SIC follow up with Chase 03.19.12	50	36	25000	750000	75000
70	Stephen Gluckin	Planet Pit	Pinball (Tour 2012)	Chasing (Medium)	Medium	Music	Direct To Consumer	Standard	Medium	USD	30	4000	N. America; ROW	9/3/2012	build behind fan club	147	Checked in with SG on 10/04 - waiting next steps	25	36	1000	18867.925	1886.792453
71	Matt Jones	Chik & Simon	Phoenix (Worldwide Touring)	Chasing (Medium)	High	Music	Direct To Consumer	Non Standard	Medium	GBP	30	20000	UK; Europe; N America	9/3/2012	N/A	98	sg to follow up with margaux 05.23.12	25	36	5000	150000	15000
72	Stephen Gluckin	Koba Entertainment	Max & Ruby	Chasing (Medium)	Medium	Non Music	Direct To Consumer	Standard	Low	USD	25	4000	N. America	9/3/2012	11 standard integration	104		25	36	1000	15723.27	1572.327044

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	
73	Matt Jones	Arden Management	US (2013 UK Tour)	Chasing (Medium)	High	Music	Direct To Consumer	Non Standard	High	GBP	30	10000 UK		9/3/2012	Tickets	18	Tickets by June 1st		25	36	7500	225000	22500
74	Garrett Jones	IE Music	Robbie Williams (September 2017 / UK Shows)	Chasing (Medium)	High	Music	Direct To Consumer	Non Standard	High	GBP	80	4000 UK		9/3/2012	Lottery Build Possibly looking at a ticket application	45	Sand Proposal (60)		25	36	1000	30000	3000
75	Stephen Glacken	WME Management	The Killers (Worldwide Touring)	Chasing (Low)	High	Music	Direct To Consumer	Non Standard	High	GBP	50	10000 America	UK, Europe, N America	9/3/2012	Application to where label would meet with	62	API by May 1st to go to meet with		25	36	25000	1250000	125000
76	Stephen Glacken	WME Management	U2 (Ticketlink / Timefun)	Chasing (Low)	High	Music	Promoters	Non Standard	High	USD	20	100000 ROW		9/3/2012	Similar to BBC	45	Unsettled/ticket		50	36	50000	6389308.2	638930.8176
77	Matt Jones	Warner Music (Grip UK) (Hill)	Paulo Nutini (Arena Tour)	Chasing (Low)	High	Music	Direct To Consumer	Standard	Medium	GBP	30	10000 UK		9/4/2012	API through Warner	45	RE AA or CS - chasing		25	36	2500	75000	7500
78	Matt Jones	Fly South Music (Touring)	Paramore (World Touring)	Chasing (Low)	High	Music	Direct To Consumer	Standard	Medium	GBP	25	20000 America	UK, Europe, N America	9/4/2012	none	30	new vague but will		25	36	5000	125000	12500
79	Stephen Glacken	CD Entertainment	U2 (Ticketlink / Timefun Platform)	Chasing (Low)	High	Music	Direct To Consumer	Non Standard	Medium	USD	200	10000 N America		9/10/2012	SG to follow up with	40	SG to follow up with		75	37	7500	943396.23	94339.62264
80	Stephen Glacken	Chaka Khan Enterprises	Chaka Khan	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low	USD	60	4000 America, ROW	UK, Europe, N America	9/10/2012	Integration	38	SG to follow up with		25	37	1000	37735.849	3773.58906
81	Victor Schiffman	Production and Management	Kid Koala (MA September Tour)	Chasing (Medium)	Low	Music	Direct To Consumer	Standard	Low	USD	25	15000 America	UK, Europe, N America	9/10/2012	NA	9	may New Album		75	37	1125	17688.679	1768.85925
82	Stephen Glacken	Ducks Brothers	Ducks Brothers	Chasing (Medium)	Medium	Music	Direct To Consumer	Non Standard	Medium	USD	50	4000 N America		9/10/2012	Integration into M&N	117	SG to follow up with		25	37	1000	3146.541	3146.54088
83	Stephen Glacken	The Collective	Slush HU / UK (UK/US)	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Medium	EUR	25	3000 UK, Europe		9/10/2012	Build behind leg on site	104	SG to follow up with		25	37	750	15758.303	1575.830252
84	Victor Schiffman	Rennie Brown Management	The Tragical Hip (USA Tour)	Chasing (Medium)	Low	Music	Direct To Consumer	Standard	Low	USD	40	2500 N America		9/10/2012	Integration	24	SG to follow up with		25	37	625	15733.27	1572.327044
85	Garrett Jones	IE Music	Robbie Williams (September 2017 / UK Shows)	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Medium	GBP	35	10000 UK		9/10/2012	Pre Sale	48	SG to follow up with		25	37	3000	105000	10500
86	Stephen Glacken	6 Pains	6 Pains (Ticketing)	Chasing (Low)	High	Music	Promoters	Non Standard	High	USD	20	50000 ROW		9/10/2012	Similar to BBC	44	SG to follow up with		25	37	125000	157232.7044	157232.7044
87	Michael Narayan	Zoo Project Festival 2013	Zoo Project Festival 2013	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Low	GBP	60	10000 UK		9/11/2012	Set up hosted page	13	SG to follow up with		50	38	5000	345000	345000
88	Richard McIntyre	Red Bull	Red Bull Events (US)	Chasing (Low)	Medium	Non Music	Direct To Consumer	Non Standard	Medium	USD	0	1000 N America		9/11/2012	Integration into M&N	132	SG to follow up with		75	38	3750	0	0
89	Victor Schiffman	UFOAR Festival	UFOAR Festival	Chasing (Low)	High	Music	Promoters	Standard	Low	GBP	70	5000 N America		9/12/2012	9th tickets selling well	9	SG to follow up with		25	38	1250	87500	8750
90	Victor Schiffman	Documentary Festival	Documentary Festival	Chasing (Low)	Medium	Non Music	Direct To Consumer	Standard	Medium	USD	10	7500 N America		10/1/2012	67 year. Discuss	67	SG to follow up with		50	40	3750	23584.506	2358.480566

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
91	Victor Sullivan Production	Ugite (IVA Tour)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	GBP	30	250000 N America		10/1/2012			91 Canada early 2013 Wait till Sep & come up a full solution replacing meeting 27 reader.	50	40	1250	37500	3750
92	Mahesh Narayanan	Shorebury Folk Festival	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	GBP	108	80000 UK		10/1/2012			92 (M) to meet with other shareholders - phoning India for a date (22/5)	50	40	3000	32000	3200
93	Richard McIntyre	Clifton Events (New Including Provider)	Chasing (Medium)	High	Non Music	Direct To Consumer	Standard	Medium	GBP	10	250000 UK		10/1/2012			93 (M) to meet with other shareholders - phoning India for a date (22/5)	25	40	67500	62500	6250
94	Victor Sullivan Production	Ugite (IVA Tour)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	USD	20	20000 N America		10/1/2012			94 (M) to meet with other shareholders - phoning India for a date (22/5)	25	40	500	62500	6250
95	Richard McIntyre	Royal Academy of Arts	Chasing (Low)	Medium	Non Music	Venues	Non Standard	High	GBP	17	1000000		10/1/2012			95 (M) to meet with other shareholders - phoning India for a date (22/5)	25	40	250000	300000	300000
96	Richard McIntyre	WWE (Wrestling)	Chasing (Medium)	Low	Non Music	Promoters	Non Standard	Medium	GBP	40	800000 N America		10/1/2012			96 (M) to meet with other shareholders - phoning India for a date (22/5)	25	40	20000	80000	80000
97	Stephen Glickson	Local Natives (Global Tour/Thomson) (2012)	Chasing (Medium)	Medium	Music	Direct To Consumer	Standard	Low	USD	20	50000 N America		10/1/2012			97 (M) to meet with other shareholders - phoning India for a date (22/5)	25	41	1750	15723.27	15723.27
98	Stephen Glickson	Wendell Entertainment	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low	USD	40	30000 N America		10/1/2012			98 (M) to meet with other shareholders - phoning India for a date (22/5)	50	41	1500	37735.849	37735.849
99	Stephen Glickson	TA Organisation	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	USD	20	100000 N America		10/1/2012			99 (M) to meet with other shareholders - phoning India for a date (22/5)	25	41	750	9433.3623	9433.3623
100	Stephen Glickson	Drop Kick Murphys	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low	USD	30	60000 N America		10/1/2012			100 (M) to meet with other shareholders - phoning India for a date (22/5)	25	42	1500	28801.887	28801.887
101	Stephen Glickson	Kenny Wayne Shepard	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Medium	USD	45	100000 N America		10/1/2012			101 (M) to meet with other shareholders - phoning India for a date (22/5)	50	42	5000	141509.43	141509.43
102	Matt Jones	New York Nails (2013 Touring)	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	GBP	40	100000 N America		10/1/2012			102 (M) to meet with other shareholders - phoning India for a date (22/5)	25	44	375	8254.717	8254.717
103	Stephen Glickson	Pop Art (Ticketing Platform)	Chasing (Low)	High	Music	Promoters	Non Standard	High	USD	30	500000 N America		10/1/2012			103 (M) to meet with other shareholders - phoning India for a date (22/5)	25	44	25000	471698.11	471698.11
104	Victor Sullivan Production	Ugite (IVA Tour)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	USD	35	150000 N America		10/1/2012			104 (M) to meet with other shareholders - phoning India for a date (22/5)	25	44	375	8254.717	8254.717
105	Matt Jones	X Factor (All Contestants Touring)	Chasing (Low)	High	Music	Direct To Consumer	Standard	Low	GBP	30	100000 UK		10/1/2012			105 (M) to meet with other shareholders - phoning India for a date (22/5)	25	44	2500	75000	7500
106	Victor Sullivan Production	MEG Festival	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low	USD	50	75000 N America		10/1/2012			106 (M) to meet with other shareholders - phoning India for a date (22/5)	25	44	1875	58962.266	58962.266
107	Victor Sullivan Production	The Inno Awards Gala	Chasing (Low)	Medium	Music	Direct To Consumer	Non Standard	Medium	GBP	500	150000 N America		10/1/2012			107 (M) to meet with other shareholders - phoning India for a date (22/5)	25	44	375	187500	18750
108	Stephen Glickson	Redlight (Los Angeles)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Low	USD	20	20000 N America		10/1/2012			108 (M) to meet with other shareholders - phoning India for a date (22/5)	25	45	500	6289.382	6289.382

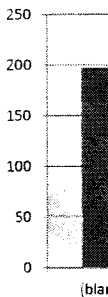
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
127 Stephen Giles	Main Road Management	David Byrne	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Medium	USD		50	4000 N. America	7/1/2013	it standard integration	141 104 112 Songkick collab out Artist widgets in May plan to wait for launch and then	25	2013	1000	31446 541	3144 05086	
128 Matt Jones	Songkick	Songkick (Online & Mobile integration)	Chasing (Low)	High	Music	Retail	Non Standard	High	GBP		20	UK Europe N 75000 America ROW	7/8/2013	full platform	222	2013	9250	125000	12500		
129 Matt Jones	Red Light Management	Dave Matthews Band (2012 Touring)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	High	GBP	40	100000 N. America		none	none	316	Not guaranteed but likely to be successful for immediate future will probably remove 368 app shortly	75 n/a	75000	300000	300000	
130 Matt Jones	Meek Management	John Mayer (UK Arena Tour)	Chasing (High)	High	Music	Direct To Consumer	Non Standard	Medium	GBP	35	15000 UK		Possible Charity element	Client services setup support	368	Chase management for confirmed fan base schedule 221 05/05/2012	25 n/a	3750	131250	13125	
131 Gareth Jones	Mondo Management	Orbital (US Tour)	Chasing (High)	Medium	Music	Direct To Consumer	Standard	Low	GBP	30	2000 N. America		May be benefit needs	Client services setup support	221 05/05/2012	Chase management for confirmed fan base schedule	25 n/a	500	15000	1500	
132 Matt Jones	Warner Music Globe (EU) (Magister)	Speed EU Ticketing Campaign	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Medium	GBP	20	5000 Europe		May be benefit needs	Client services setup support	213	Checked in with Mickie 15/03 No update. Spoke with Ryan, attaching up at Coachella in 212 mid April	25 n/a	1250	25000	2500	
133 Matt Jones	Bill Silva Entertainment	Charisma Fern (US Tour)	Chasing (Low)	Medium	Music	Direct To Consumer	Standard	Low	GBP	25	5000 N. America		none	Client services setup support	212	Checked in with Mickie 15/03 No update. Spoke with Ryan, attaching up at Coachella in 212 mid April	25 n/a	1250	81250	3125	
134 Matt Jones	We Are Big Chimper	Sigur Ros (2012 Touring)	Chasing (Low)	Low	Music	Direct To Consumer	Standard	Medium	GBP	30	5000 America	UK Europe N	none	Client services setup support	133	Checked in with Mickie 15/03 No update. Spoke with Ryan, attaching up at Coachella in 212 mid April	25 n/a	1250	37500	3750	
135 Gareth Jones	SEG International Show	Wendy Arena Dance	Chasing (Medium)	High	Music	Direct To Consumer	Standard	Low	GBP	20	5000		none at risk stage	Client services setup support	54	Checked in with Mickie 15/03 No update. Spoke with Ryan, attaching up at Coachella in 212 mid April	25 n/a	1250	25000	2500	
136 Jake Cohen	Q41	The Da	Chasing (Low)	High	Music	Direct To Consumer	Low	Low	GBP					Client services setup support	27	Checked in with Mickie 15/03 No update. Spoke with Ryan, attaching up at Coachella in 212 mid April	25 n/a	0	0	0	
137 Matt Jones	PayPal	PayPal (Overall Partnership)	Chasing (Low)	High	Music	Retail	Non Standard	High	GBP	20	10000	UK Europe N America	full platform	Client services setup support	222 04	Checked in with Mickie 15/03 No update. Spoke with Ryan, attaching up at Coachella in 212 mid April	25 n/a	2500	50000	5000	
138 Matt Jones	Facebook	Facebook (Overall Partnership)	Chasing (Low)	High	Music	Retail	Non Standard	High	GBP	20	50000	UK Europe N America ROW	full launch Platform	Client services setup support	222	Checked in with Mickie 15/03 No update. Spoke with Ryan, attaching up at Coachella in 212 mid April	25 n/a	12500	250000	25000	
139 Matt Jones	Tesco	Tesco (Overall Partnership)	Chasing (Low)	High	Music	Retail	Non Standard	High	GBP	20	50000 UK		full platform	Client services setup support	222	Checked in with Mickie 15/03 No update. Spoke with Ryan, attaching up at Coachella in 212 mid April	25 n/a	12500	250000	25000	
140 Matt Jones	We Are Hunter (Website)	We Are Hunter (Website integration)	Chasing (Low)	Low	Music	Retail	Non Standard	High	GBP	20	20000	UK Europe N America ROW	API	Client services setup support	161	Checked in with Mickie 15/03 No update. Spoke with Ryan, attaching up at Coachella in 212 mid April	25 n/a	500	10000	1000	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
Opportunity Owner	Account Name	Opportunity Name	Stage	Priority	Segment	Sector	Build Type	Customisation Required	Estimated Face Value Currency	Estimated Face Value	Estimated Sales	Estimated Territory	Estimated Project Start Date	Support Required	Age	Next Step	Percentage	Week	Ticket sales	Sales Value (GBP)	Booking fee
1	Richard McIntyre	Sketch Communications Ltd	Chasing (Medium)	Medium	Non Music	B2B	Non Standard	Medium	GBP			UK	6/11/2017	GD in build payment gateway mechanism (upon confirmation from the client)	91	Completed by 12/5	50	26	833,333	833,333	83,333,333
2	Richard McIntyre	London Cult Film Club	Chasing (High)	Medium	Non Music	B2B	Standard	Low	GBP			UK	6/30/2017	Search are waiting for the green light from Janssen should be by 15/06 (picking up with chair on 31/5)	54	up with chair on 31/5	75	26	312.5	937.5	93,75
3	Richard McIntyre	Non Music (Acoustic Integration)	Chasing (High)	Low	Music	B2B	Non Standard	Medium	GBP			UK, Europe, N. America, ROW	7/22/2017	Callum has sent over story progressing with our meeting	48	10/04	75	27	312.5	6250	625
4	Richard McIntyre	Perform (Sport) UK	Chasing (Low)	Low	Non Music	B2B	Standard	Medium	GBP				8/11/2017	RM to follow up with Perform 7/10 June	74	In June	25	31	20,933.3	833,333.3	83,333,333
5	Richard McIntyre	Skate TV Integration	Chasing (Low)	Low	Non Music	B2B	Non Standard	High	GBP				8/11/2017	Discuss options with M and 6/1/16	61	GD	25	31	41,666.67	416,666.67	41,666,666.7
6	Richard McIntyre	Global Merchandise Services - Ticketing	Chasing (Low)	Low	Music	B2B	Non Standard	High	GBP			UK, Europe, N. America	8/16/2017	Working on follow up with client and project will start by 31/08/17	33	By 31/08/17	25	32	520,833.3	1041,666.7	1041,666.7
7	Richard McIntyre	Poppy (E Commerce Platform)	Chasing (High)	High	Music	B2B	Non Standard	High	GBP			UK, Europe, N. America	8/16/2017	Booked lunch with Ian 16/04	48	10/04	75	32	937.5	18750	1875
8	Richard McIntyre	Universal Music Group (E Commerce / Ticketing)	Chasing (Low)	High	Music	B2B	Non Standard	High	GBP			UK, Europe, N. America	8/16/2017	Good meeting with Ross Factor - looking at opportunities. Meeting with 10/04	107	Rob Wells 10/04	25	33	520,833.3	15625	1562.5
9	Richard McIntyre	UK Asian Tour 2018 (Comedy)	Chasing (Medium)	Medium	Non Music	B2B	Standard	Low	GBP			UK	9/12/2017	Pushing proposal together for 31/12/17	33	2/5	50	35	16250	218750	21875
10	Richard McIntyre	Artist Arena (Platform / Ticketing)	Chasing (Low)	High	Music	B2B	Non Standard	High	GBP			UK, Europe, N. America	9/12/2017	Still thinking terms - meeting with Larry 11/04 - trying to wrap in to one global WAG	22	Deal	25	36	4166.667	83333.333	8333,333.3
11	Richard McIntyre	VIP Pass (E Commerce Platform)	Chasing (High)	Medium	Music	B2B	Non Standard	High	GBP			UK, Europe, N. America	9/12/2017	Waiting on Andrew to have 12/06 commercial discussion - 28/03	12/06	Commercial discussion - 28/03	75	36	937.5	93750	9375
12	Richard McIntyre	Band Merch (E Commerce Platform / AP Integration)	Chasing (Low)	Medium	Music	B2B	Non Standard	High	GBP			UK, Europe, N. America	9/12/2017	Call last week re MA with President and European AP	48	10/04	25	36	208,333.3	6250	625
13	Richard McIntyre	World Snooker Tour	Chasing (Low)	High	Non Music	B2B	Standard	Low	GBP			UK, Europe, N. America	10/12/2017	RM to follow up with MP in mid July with view to doing a 38 test event	38	Test event	50	40	4166.667	125000	12500
14	Richard McIntyre	Tate	Chasing (Low)	Low	Non Music	B2B	Non Standard	Low	GBP			UK	10/12/2017	Chasing to arrange follow up meeting for GD to attend 7/12/17	71	2/15	25	40	20833.33	208333.33	20833,333.3

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
Opportunity Owner	Account Name	Opportunity Name	Stage	Priority	Segment	Section Vertical	Build Type	Customisation Required	Estimated Face Value Currency	Estimated Face Value	Estimated Sales	Estimated Territory	Estimated Project Start Date	Support Required	Age	Next Step	Process type	Week	Ticket sales	Sales Value (GBP)	Booking fee
1	Richard McIntyre	Madhouse Sport	Chasing (Medium)	High	Non Music	B2B	Standard	Low	GBP	30	250000	UK, Europe	10/1/2012	none	38	BD to follow up with MP in mid July with view to doing a first event	50	40	10416.67	312500	31250
16	Stephen Glick	Tunistrada.com (Ticketing)	Chasing (Low)	High	Music	B2B	Non Standard	High	USD	20	250000	ROW	10/8/2012	in while ticketing platform similar to 44 July	44	SG and MI to meet with the rest of the team first week of July	25	41	5208.33	65513.6268	6551.362689
18	Matt Jones	MAM Stores (API Integration)	Chasing (Low)	Medium	Music	B2B	Non Standard	Medium	GBP	20	50000	UK	11/5/2012	API	41	Low priority. Matt is very close to get back	25	45	104.1667	2083.33333	208.333333
19	Matt Jones	Rowlands (Ticketing API)	Chasing (Low)	Low	Music	B2B	Non Standard	High	GBP	30	10000	UK, Europe, N. America	12/1/2012	N/A	102	Met with Tom Bennett - figuring out any possible next steps.	25	49	208.333	6250	625
20	Matt Jones	New Nation Merchandise (E-commerce Platform)	Chasing (High)	High	Music	B2B	Non Standard	High	GBP	25	10000	UK, Europe	12/1/2012	Strong API integration	48	enabled Neil Ferraro - nothing back Spoke with Lucy and am seeing his first week of 48th May. Still appetite to do it	75	49	625	15625	1562.5
21	Matt Jones	Merchandise for the UK MAM Store	Chasing (Low)	Low	Music	B2B	Non Standard	Medium	GBP	20	20000	UK	12/1/2012	none	37	Dependent on MAM store as 37th is the main CMS	25	49	41.66667	833.333333	83.3333333
22	Matt Jones	Warner Music Group (N. America Integration)	Chasing (Low)	Medium	Music	B2B	Non Standard	High	GBP	25	50000	N. America	12/1/2012	API	22	Working till May 1st to discuss next steps	25	49	1041.667	26041.6667	2604.166667
23	Matt Jones	DM Music (UK Digital Stores)	Chasing (Low)	High	Music	B2B	Non Standard	High	GBP	20	25000	UK	12/1/2012	API integration	48	No action till end of Q2	25	49	520.8333	10416.6667	1041.666667
24	Matt Jones	Event Travel (Webster - E-commerce)	Chasing (Low)	Medium	Music	B2B	Non Standard	Medium	GBP	100	20000	UK, Europe	12/6/2012	Full platform	19	Waiting on CIP commercial 19th Dec. Waiting for API integration	25	49	41.66667	416.666667	416.666667
25	Richard McIntyre	British Museum	Chasing (Low)	Low	Non Music	B2B	Non Standard	High	GBP	10	200000	UK	1/1/2013		75	be complete in final next step is to look at new ticketing system (which will go to 75th)	25	2013	41666.67	416666.667	41666.66667
26	Richard McIntyre	British Museum	Chasing (High)	Medium	Music	B2B	Standard	Medium	GBP	10	30000	UK	2/1/2013		54	Scoti have waiting for the green light from Liverpool should be by 15/09, parking should be by 31/9	75	2013	187.5	1875	187.5
27	Matt Jones	Twitter Ticketing Integration	Chasing (Low)	High	Music	B2B	Non Standard	High	USD	0	0	UK, Europe, N. America, ROW		Integration platform into Twitter	22	SG to find an artist to test with Twitter. Need to get to 22nd by 02.23.12	25	N/A	0	0	0
28	Matt Jones	ADA (Warner)	Chasing (High)	Medium	Music	B2B	Non Standard	Medium	GBP	20	50000	UK, Europe, N. America		Store solution	13	Checked in with Gary on 13/10/14	75	N/A	312.5	6250	625
29	Matt Jones	Official Community Partnership	Chasing (Low)	Low	Music	B2B	Non Standard	High	GBP	30	0	UK, Europe, N. America, ROW		Full platform license	16	lowest at a later date	25	N/A	0	0	0

	A	B	C	D	E	F	G
2	Tickets per Artist						
3		Values			Top 5 artist ticket closes		
4	Row Labels	Sum of Times	Response	Sum of Times	Closed	Venue	Country (All)
5	Ed Sheeran	4		4			
6	Guilty Pleasures	2		1		Sum of Times	Closed
7	M83	15		12		Row Labels	Total
8	Paul McCartney	2		2		(blank)	197
9	The Overtones	6		4		Bloc Festival 2012	56
10	Trampled By Turtles	1		1		Bon Iver	36
11	Young The Giant	9		9		MUSE	64
12	(blank)	194		197		David Byrne and St. Vincent	63
13	The View	10		7		Grand Total	416
14	Ziggy Marley	4		3			
15	The Naked And Famous	0		1			
16	The Head and the Heart	20		5			
17	The Shins	18		2			
18	Bloc Festival 2012	53		56			
19	The Temper Trap	1		1			
20	Bon Iver	47		36			
21	Chevelle	1		1			
22	Benjamin Francis Leftwich	1		1			
23	Beach House	5		4			
24	The Birthday Planner	4		2			
25	Hurts	1		2			
26	Passion Pit	12		7			
27	Jack White	14		6			
28	Motion City Soundtrack	8		3		Venue	Country (All)
29	Metric	2		2			
30	All The Young	6		2			
31	Katy B	6		4		Row Labels	Sum of Times
32	MUSE	119		64		Alex Reade	10
33	Katatonia and Devin Townsend Project	2		1		Arthur Santos	28
34	Animal Collective	9		6		Noel Edwards	53
35	Doctor Who Experience	3		3		Stephen Mead	14
36	The Enemy	15		4		(blank)	1
37	Beady Eye	7		6		Greg Delaney	9
38	Opeth	9		4		Kate Grant	9
39	Carnival Of Madness	4		2		Natalie Tompkins	397
40	Weezer	11		7		Christine Dombrowski	199
41	Glen Hansard	5		5		Bukola Adeoti	13
42	David Byrne and St. Vincent	82		63		Grand Total	732
43	Xavier Rudd	4		4			556
44	Hugh Laurie	2		1			
45	Dirty Projectors	1		1			
46	The Dirty Heads	2		1			
47	The Hold Steady	1		1			
48	The Tragically Hip	2		1			
49	Frightened Rabbit	2		2			
50	Lightworks	1		1			
51	Garbage	1		1			
52	Blind Pilot	1		1			



	A	B	C	D	E	F	G
53	[RED] Coldplay	2	1				
54	Lewis Watson	1	1				
55	Grand Total	732	556				

Produced in Native Format

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	U
1																				
2		Face Value	Currency	BF Total	Rebate	BF Input														
3		38.00		4.57	0.50	37.03														
4																				
5		Notes																		
6																				
7		Input the Face Value in cell B3																		
8		From the new rate table enter the booking fee into cell C3 (remember to round up to the nearest face value)																		
9		If there is a rebate enter this into cell D3																		
10		You will then be provided with the Booking Fee Input value that you will need to enter into event admin																		
11																				
12		Double check																		
13																				
14		1	If you add cells B3 and E3 and then multiply by 1.02 - you will then see that this is the total of the face value and booking fee for the ticket																	
15		2	If there is a rebate - add cells B3, D3 and E3 - then multiply by 1.02 (you will see that this is the total of the face value, booking fee and rebate for the ticket)																	
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	A	B	C	D	E	F	G	H
1		UK			USA			
2		FACE VALUE	BOOKING FEE	% FACE	STANDARD BOOKING FEE	% FACE	VENUE BOOKING FEE	% FACE
3		6.00	£ 1.25	20.8%	\$2.50	41.7%	\$1.25	20.8%
4		7.00	£ 1.25	17.9%	\$2.50	35.7%	\$1.25	17.9%
5		8.00	£ 1.25	15.6%	\$2.50	31.3%	\$1.25	15.6%
6		9.00	£ 1.25	13.9%	\$2.50	27.8%	\$1.25	13.9%
7		10.00	£ 1.25	12.5%	\$2.50	25.0%	\$1.25	12.5%
8		11.00	£ 1.34	12.2%	\$2.56	23.3%	\$1.33	12.1%
9		12.00	£ 1.42	11.9%	\$2.62	21.8%	\$1.40	11.7%
10		13.00	£ 1.51	11.6%	\$2.68	20.6%	\$1.48	11.4%
11		14.00	£ 1.60	11.4%	\$2.74	19.6%	\$1.56	11.1%
12		15.00	£ 1.68	11.2%	\$2.80	18.6%	\$1.63	10.9%
13		16.00	£ 1.77	11.1%	\$2.86	17.9%	\$1.71	10.7%
14		17.00	£ 1.86	10.9%	\$2.92	17.1%	\$1.79	10.5%
15		18.00	£ 1.94	10.8%	\$2.97	16.5%	\$1.86	10.3%
16		19.00	£ 2.03	10.7%	\$3.03	16.0%	\$1.94	10.2%
17		20.00	£ 2.12	10.6%	\$3.09	15.5%	\$2.02	10.1%
18		21.00	£ 2.21	10.5%	\$3.18	15.1%	\$2.09	10.0%
19		22.00	£ 2.29	10.4%	\$3.26	14.8%	\$2.17	9.9%
20		23.00	£ 2.38	10.3%	\$3.34	14.5%	\$2.25	9.8%
21		24.00	£ 2.47	10.3%	\$3.42	14.3%	\$2.32	9.7%
22		25.00	£ 2.55	10.2%	\$3.50	14.0%	\$2.40	9.6%
23		26.00	£ 2.64	10.2%	\$3.58	13.8%	\$2.48	9.5%
24		27.00	£ 2.73	10.1%	\$3.67	13.6%	\$2.55	9.5%
25		28.00	£ 2.81	10.0%	\$3.75	13.4%	\$2.63	9.4%
26		29.00	£ 2.90	10.0%	\$3.83	13.2%	\$2.70	9.3%
27		30.00	£ 2.97	9.9%	\$3.91	13.0%	\$2.78	9.3%
28		31.00	£ 3.04	9.8%	\$3.99	12.9%	\$2.86	9.2%
29		32.00	£ 3.11	9.7%	\$4.07	12.7%	\$2.93	9.2%
30		33.00	£ 3.18	9.7%	\$4.16	12.6%	\$3.01	9.1%
31		34.00	£ 3.26	9.6%	\$4.24	12.5%	\$3.09	9.1%
32		35.00	£ 3.33	9.5%	\$4.32	12.3%	\$3.16	9.0%
33		36.00	£ 3.40	9.4%	\$4.40	12.2%	\$3.24	9.0%
34		37.00	£ 3.47	9.4%	\$4.48	12.1%	\$3.32	9.0%
35		38.00	£ 3.54	9.3%	\$4.57	12.0%	\$3.39	8.9%
36		39.00	£ 3.61	9.3%	\$4.65	11.9%	\$3.47	8.9%
37		40.00	£ 3.68	9.2%	\$4.73	11.8%	\$3.55	8.9%
38		41.00	£ 3.75	9.2%	\$4.81	11.7%	\$3.62	8.8%
39		42.00	£ 3.83	9.1%	\$4.89	11.6%	\$3.70	8.8%
40		43.00	£ 3.90	9.1%	\$4.97	11.6%	\$3.78	8.8%

	A	B	C	D	E	F	G	H
1		UK			USA			
2		FACE VALUE	BOOKING FEE	% FACE	STANDARD BOOKING FEE	% FACE	VENUE BOOKING FEE	% FACE
41		44.00	£ 3.97	8.9%	\$5.06	11.5%	\$3.85	8.6%
42		45.00	£ 4.04	8.9%	\$5.14	11.4%	\$3.93	8.7%
43		46.00	£ 4.11	8.9%	\$5.22	11.3%	\$4.01	8.7%
44		47.00	£ 4.18	8.9%	\$5.30	11.3%	\$4.08	8.7%
45		48.00	£ 4.25	8.9%	\$5.38	11.2%	\$4.16	8.7%
46		49.00	£ 4.32	8.8%	\$5.46	11.2%	\$4.24	8.6%
47		50.00	£ 4.40	8.8%	\$5.55	11.1%	\$4.31	8.6%
48		51.00	£ 4.47	8.8%	\$5.63	11.0%	\$4.38	8.6%
49		52.00	£ 4.54	8.7%	\$5.71	11.0%	\$4.44	8.5%
50		53.00	£ 4.61	8.7%	\$5.79	10.9%	\$4.50	8.5%
51		54.00	£ 4.68	8.7%	\$5.87	10.9%	\$4.56	8.5%
52		55.00	£ 4.75	8.6%	\$5.96	10.8%	\$4.63	8.4%
53		56.00	£ 4.82	8.6%	\$6.04	10.8%	\$4.69	8.4%
54		57.00	£ 4.89	8.6%	\$6.12	10.7%	\$4.75	8.3%
55		58.00	£ 4.97	8.6%	\$6.20	10.7%	\$4.81	8.3%
56		59.00	£ 5.04	8.5%	\$6.28	10.6%	\$4.88	8.3%
57		60.00	£ 5.11	8.5%	\$6.36	10.6%	\$4.94	8.2%
58		61.00	£ 5.18	8.5%	\$6.45	10.6%	\$5.00	8.2%
59		62.00	£ 5.25	8.5%	\$6.53	10.5%	\$5.07	8.2%
60		63.00	£ 5.32	8.4%	\$6.61	10.5%	\$5.13	8.1%
61		64.00	£ 5.39	8.4%	\$6.69	10.5%	\$5.19	8.1%
62		65.00	£ 5.46	8.4%	\$6.77	10.4%	\$5.25	8.1%
63		66.00	£ 5.53	8.4%	\$6.86	10.4%	\$5.32	8.1%
64		67.00	£ 5.61	8.4%	\$6.94	10.4%	\$5.38	8.0%
65		68.00	£ 5.68	8.3%	\$7.02	10.3%	\$5.44	8.0%
66		69.00	£ 5.75	8.3%	\$7.10	10.3%	\$5.50	8.0%
67		70.00	£ 5.82	8.3%	\$7.18	10.3%	\$5.57	8.0%
68		71.00	£ 5.89	8.3%	\$7.26	10.2%	\$5.63	7.9%
69		72.00	£ 5.96	8.3%	\$7.35	10.2%	\$5.69	7.9%
70		73.00	£ 6.03	8.3%	\$7.43	10.2%	\$5.76	7.9%
71		74.00	£ 6.10	8.2%	\$7.51	10.1%	\$5.82	7.9%
72		75.00	£ 6.18	8.2%	\$7.59	10.1%	\$5.88	7.8%
73		76.00	£ 6.25	8.2%	\$7.67	10.1%	\$5.94	7.9%
74		77.00	£ 6.32	8.2%	\$7.75	10.1%	\$6.01	7.8%
75		78.00	£ 6.39	8.2%	\$7.84	10.0%	\$6.07	7.8%
76		79.00	£ 6.46	8.2%	\$7.92	10.0%	\$6.13	7.8%
77		80.00	£ 6.53	8.2%	\$8.00	10.0%	\$6.19	7.7%
78		81.00	£ 6.60	8.2%	\$8.07	10.0%	\$6.26	7.7%
79		82.00	£ 6.67	8.1%	\$8.14	9.9%	\$6.32	7.7%
80		83.00	£ 6.75	8.1%	\$8.21	9.9%	\$6.38	7.7%
81		84.00	£ 6.82	8.1%	\$8.28	9.9%	\$6.45	7.7%
82		85.00	£ 6.89	8.1%	\$8.35	9.8%	\$6.51	7.7%
83		86.00	£ 6.96	8.1%	\$8.42	9.8%	\$6.57	7.6%

	A	B	C	D	E	F	G	H
1		UK			USA			
2		FACE VALUE	BOOKING FEE	% FACE	STANDARD BOOKING FEE	% FACE	VENUE BOOKING FEE	% FACE
84		87.00	£ 7.03	8.1%	\$8.49	9.8%	\$6.63	7.6%
85		88.00	£ 7.10	8.1%	\$8.56	9.7%	\$6.70	7.6%
86		89.00	£ 7.17	8.1%	\$8.63	9.7%	\$6.76	7.6%
87		90.00	£ 7.24	8.0%	\$8.70	9.7%	\$6.82	7.6%
88		91.00	£ 7.32	8.0%	\$8.77	9.6%	\$6.88	7.6%
89		92.00	£ 7.39	8.0%	\$8.84	9.6%	\$6.95	7.6%
90		93.00	£ 7.46	8.0%	\$8.91	9.6%	\$7.01	7.5%
91		94.00	£ 7.53	8.0%	\$8.98	9.6%	\$7.07	7.5%
92		95.00	£ 7.60	8.0%	\$9.05	9.5%	\$7.14	7.5%
93		96.00	£ 7.67	8.0%	\$9.13	9.5%	\$7.20	7.5%
94		97.00	£ 7.74	8.0%	\$9.20	9.5%	\$7.26	7.5%
95		98.00	£ 7.81	8.0%	\$9.27	9.5%	\$7.32	7.5%
96		99.00	£ 7.88	8.0%	\$9.34	9.4%	\$7.39	7.5%
97		100.00	£ 7.96	8.0%	\$9.41	9.4%	\$7.45	7.4%
98		101.00	£ 8.03	7.9%	\$9.48	9.4%	\$7.51	7.4%
99		102.00	£ 8.10	7.9%	\$9.55	9.4%	\$7.57	7.4%
100		103.00	£ 8.17	7.9%	\$9.62	9.3%	\$7.64	7.4%
101		104.00	£ 8.24	7.9%	\$9.69	9.3%	\$7.70	7.4%
102		105.00	£ 8.31	7.9%	\$9.76	9.3%	\$7.76	7.4%
103		106.00	£ 8.38	7.9%	\$9.83	9.3%	\$7.82	7.4%
104		107.00	£ 8.45	7.9%	\$9.90	9.3%	\$7.89	7.4%
105		108.00	£ 8.53	7.9%	\$9.97	9.2%	\$7.95	7.4%
106		109.00	£ 8.60	7.9%	\$10.04	9.2%	\$8.01	7.4%
107		110.00	£ 8.67	7.9%	\$10.11	9.2%	\$8.08	7.3%
108		111.00	£ 8.74	7.9%	\$10.18	9.2%	\$8.14	7.3%
109		112.00	£ 8.81	7.9%	\$10.25	9.2%	\$8.20	7.3%
110		113.00	£ 8.88	7.9%	\$10.32	9.1%	\$8.26	7.3%
111		114.00	£ 8.95	7.9%	\$10.39	9.1%	\$8.33	7.3%
112		115.00	£ 9.02	7.8%	\$10.46	9.1%	\$8.39	7.3%
113		116.00	£ 9.10	7.8%	\$10.53	9.1%	\$8.45	7.3%
114		117.00	£ 9.17	7.8%	\$10.60	9.1%	\$8.51	7.3%
115		118.00	£ 9.24	7.8%	\$10.67	9.0%	\$8.58	7.3%
116		119.00	£ 9.31	7.8%	\$10.74	9.0%	\$8.64	7.3%
117		120.00	£ 9.38	7.8%	\$10.81	9.0%	\$8.70	7.3%
118		121.00	£ 9.45	7.8%	\$10.88	9.0%	\$8.77	7.3%
119		122.00	£ 9.52	7.8%	\$10.95	9.0%	\$8.83	7.2%
120		123.00	£ 9.59	7.8%	\$11.02	9.0%	\$8.89	7.2%
121		124.00	£ 9.67	7.8%	\$11.09	8.9%	\$8.95	7.2%
122		125.00	£ 9.74	7.8%	\$11.16	8.9%	\$9.02	7.2%
123		126.00	£ 9.81	7.8%	\$11.23	8.9%	\$9.08	7.2%
124		127.00	£ 9.88	7.8%	\$11.31	8.9%	\$9.14	7.2%
125		128.00	£ 9.95	7.8%	\$11.38	8.9%	\$9.20	7.2%
126		129.00	£ 10.02	7.8%	\$11.45	8.9%	\$9.27	7.2%

	A	B	C	D	E	F	G	H
1		UK			USA			
2		FACE VALUE	BOOKING FEE	% FACE	STANDARD BOOKING FEE	% FACE	VENUE BOOKING FEE	% FACE
127		130.00	£ 10.09	7.8%	\$11.52	8.9%	\$9.33	7.2%
128		131.00	£ 10.16	7.8%	\$11.59	8.8%	\$9.39	7.2%
129		132.00	£ 10.23	7.8%	\$11.66	8.8%	\$9.46	7.2%
130		133.00	£ 10.31	7.7%	\$11.73	8.8%	\$9.52	7.2%
131		134.00	£ 10.38	7.7%	\$11.80	8.8%	\$9.58	7.1%
132		135.00	£ 10.45	7.7%	\$11.87	8.8%	\$9.64	7.1%
133		136.00	£ 10.52	7.7%	\$11.94	8.8%	\$9.71	7.1%
134		137.00	£ 10.59	7.7%	\$12.01	8.8%	\$9.77	7.1%
135		138.00	£ 10.66	7.7%	\$12.08	8.8%	\$9.83	7.1%
136		139.00	£ 10.73	7.7%	\$12.15	8.7%	\$9.89	7.1%
137		140.00	£ 10.80	7.7%	\$12.22	8.7%	\$9.96	7.1%
138		141.00	£ 10.88	7.7%	\$12.29	8.7%	\$10.02	7.1%
139		142.00	£ 10.95	7.7%	\$12.36	8.7%	\$10.08	7.1%
140		143.00	£ 11.02	7.7%	\$12.43	8.7%	\$10.15	7.1%
141		144.00	£ 11.09	7.7%	\$12.50	8.7%	\$10.21	7.1%
142		145.00	£ 11.16	7.7%	\$12.57	8.7%	\$10.27	7.1%
143		146.00	£ 11.23	7.7%	\$12.64	8.7%	\$10.33	7.1%
144		147.00	£ 11.30	7.7%	\$12.71	8.6%	\$10.40	7.1%
145		148.00	£ 11.37	7.7%	\$12.78	8.6%	\$10.46	7.1%
146		149.00	£ 11.45	7.7%	\$12.85	8.6%	\$10.52	7.1%
147		150.00	£ 11.52	7.7%	\$12.92	8.6%	\$10.58	7.1%
148		151.00	£ 11.59	7.7%	\$12.99	8.6%	\$10.65	7.1%
149		152.00	£ 11.66	7.7%	\$13.06	8.6%	\$10.71	7.0%
150		153.00	£ 11.73	7.7%	\$13.13	8.6%	\$10.77	7.0%
151		154.00	£ 11.80	7.7%	\$13.20	8.6%	\$10.83	7.0%
152		155.00	£ 11.87	7.7%	\$13.27	8.6%	\$10.90	7.0%
153		156.00	£ 11.94	7.7%	\$13.34	8.6%	\$10.96	7.0%
154		157.00	£ 12.02	7.7%	\$13.41	8.5%	\$11.02	7.0%
155		158.00	£ 12.09	7.6%	\$13.49	8.5%	\$11.09	7.0%
156		159.00	£ 12.16	7.6%	\$13.56	8.5%	\$11.15	7.0%
157		160.00	£ 12.23	7.6%	\$13.63	8.5%	\$11.21	7.0%
158		161.00	£ 12.30	7.6%	\$13.70	8.5%	\$11.27	7.0%
159		162.00	£ 12.37	7.6%	\$13.77	8.5%	\$11.34	7.0%
160		163.00	£ 12.44	7.6%	\$13.84	8.5%	\$11.40	7.0%
161		164.00	£ 12.51	7.6%	\$13.91	8.5%	\$11.46	7.0%
162		165.00	£ 12.58	7.6%	\$13.98	8.5%	\$11.52	7.0%
163		166.00	£ 12.66	7.6%	\$14.05	8.5%	\$11.59	7.0%
164		167.00	£ 12.73	7.6%	\$14.12	8.5%	\$11.65	7.0%
165		168.00	£ 12.80	7.6%	\$14.19	8.4%	\$11.71	7.0%
166		169.00	£ 12.87	7.6%	\$14.26	8.4%	\$11.78	7.0%
167		170.00	£ 12.94	7.6%	\$14.33	8.4%	\$11.84	7.0%
168		171.00	£ 13.01	7.6%	\$14.40	8.4%	\$11.90	7.0%
169		172.00	£ 13.08	7.6%	\$14.47	8.4%	\$11.96	7.0%

	A	B	C	D	E	F	G	H
1		UK				USA		
2		FACE VALUE	BOOKING FEE	% FACE	STANDARD BOOKING FEE	% FACE	VENUE BOOKING FEE	% FACE
170		173.00	£ 13.15	7.6%	\$14.54	8.4%	\$12.03	7.0%
171		174.00	£ 13.23	7.6%	\$14.61	8.4%	\$12.09	6.9%
172		175.00	£ 13.30	7.6%	\$14.68	8.4%	\$12.15	6.9%
173		176.00	£ 13.37	7.6%	\$14.75	8.4%	\$12.21	6.9%
174		177.00	£ 13.44	7.6%	\$14.82	8.4%	\$12.28	6.9%
175		178.00	£ 13.51	7.6%	\$14.89	8.4%	\$12.34	6.9%
176		179.00	£ 13.58	7.6%	\$14.96	8.4%	\$12.40	6.9%
177		180.00	£ 13.65	7.6%	\$15.03	8.4%	\$12.47	6.9%
178		181.00	£ 13.72	7.6%	\$15.10	8.3%	\$12.53	6.9%
179		182.00	£ 13.80	7.6%	\$15.17	8.3%	\$12.59	6.9%
180		183.00	£ 13.87	7.6%	\$15.24	8.3%	\$12.65	6.9%
181		184.00	£ 13.94	7.6%	\$15.31	8.3%	\$12.72	6.9%
182		185.00	£ 14.01	7.6%	\$15.38	8.3%	\$12.78	6.9%
183		186.00	£ 14.08	7.6%	\$15.45	8.3%	\$12.84	6.9%
184		187.00	£ 14.15	7.5%	\$15.52	8.3%	\$12.90	6.9%
185		188.00	£ 14.22	7.5%	\$15.59	8.3%	\$12.97	6.9%
186		189.00	£ 14.29	7.6%	\$15.67	8.3%	\$13.03	6.9%
187		190.00	£ 14.37	7.6%	\$15.74	8.3%	\$13.09	6.9%
188		191.00	£ 14.44	7.6%	\$15.81	8.3%	\$13.16	6.9%
189		192.00	£ 14.51	7.6%	\$15.88	8.3%	\$13.22	6.9%
190		193.00	£ 14.58	7.6%	\$15.95	8.3%	\$13.28	6.9%
191		194.00	£ 14.65	7.6%	\$16.02	8.3%	\$13.34	6.9%
192		195.00	£ 14.72	7.5%	\$16.09	8.2%	\$13.41	6.9%
193		196.00	£ 14.79	7.5%	\$16.16	8.2%	\$13.47	6.9%
194		197.00	£ 14.86	7.5%	\$16.23	8.2%	\$13.53	6.9%
195		198.00	£ 14.93	7.5%	\$16.30	8.2%	\$13.59	6.9%
196		199.00	£ 15.01	7.5%	\$16.37	8.2%	\$13.66	6.9%
197		200.00	£ 15.08	7.5%	\$16.44	8.2%	\$13.72	6.9%
198		201.00	£ 15.15	7.5%	\$16.51	8.2%	\$13.78	6.9%
199		202.00	£ 15.22	7.5%	\$16.58	8.2%	\$13.84	6.9%
200		203.00	£ 15.29	7.5%	\$16.65	8.2%	\$13.91	6.9%
201		204.00	£ 15.36	7.5%	\$16.72	8.2%	\$13.97	6.8%
202		205.00	£ 15.43	7.5%	\$16.79	8.2%	\$14.03	6.8%
203		206.00	£ 15.50	7.5%	\$16.86	8.2%	\$14.10	6.8%
204		207.00	£ 15.58	7.5%	\$16.93	8.2%	\$14.16	6.8%
205		208.00	£ 15.65	7.5%	\$17.00	8.2%	\$14.22	6.8%
206		209.00	£ 15.72	7.5%	\$17.07	8.2%	\$14.28	6.8%
207		210.00	£ 15.79	7.5%	\$17.14	8.2%	\$14.35	6.8%
208		211.00	£ 15.86	7.5%	\$17.21	8.2%	\$14.41	6.8%
209		212.00	£ 15.93	7.5%	\$17.28	8.2%	\$14.47	6.8%
210		213.00	£ 16.00	7.5%	\$17.35	8.1%	\$14.53	6.8%
211		214.00	£ 16.07	7.5%	\$17.42	8.1%	\$14.60	6.8%
212		215.00	£ 16.15	7.5%	\$17.49	8.1%	\$14.66	6.8%

	A	B	C	D	E	F	G	H
1		UK			USA			
2		FACE VALUE	BOOKING FEE	% FACE	STANDARD BOOKING FEE	% FACE	VENUE BOOKING FEE	% FACE
213		216.00	£ 16.22	7.5%	\$17.56	8.1%	\$14.72	6.8%
214		217.00	£ 16.29	7.5%	\$17.63	8.1%	\$14.79	6.8%
215		218.00	£ 16.36	7.5%	\$17.70	8.1%	\$14.85	6.8%
216		219.00	£ 16.43	7.5%	\$17.77	8.1%	\$14.91	6.8%
217		220.00	£ 16.50	7.5%	\$17.85	8.1%	\$14.97	6.8%
218		221.00	£ 16.57	7.5%	\$17.92	8.1%	\$15.04	6.8%
219		222.00	£ 16.64	7.5%	\$17.99	8.1%	\$15.10	6.8%
220		223.00	£ 16.72	7.5%	\$18.06	8.1%	\$15.16	6.8%
221		224.00	£ 16.79	7.5%	\$18.13	8.1%	\$15.22	6.8%
222		225.00	£ 16.86	7.5%	\$18.20	8.1%	\$15.29	6.8%
223		226.00	£ 16.93	7.5%	\$18.27	8.1%	\$15.35	6.8%
224		227.00	£ 17.00	7.5%	\$18.34	8.1%	\$15.41	6.8%
225		228.00	£ 17.07	7.5%	\$18.41	8.1%	\$15.48	6.8%
226		229.00	£ 17.14	7.5%	\$18.48	8.1%	\$15.54	6.8%
227		230.00	£ 17.21	7.5%	\$18.55	8.1%	\$15.60	6.8%
228		231.00	£ 17.28	7.5%	\$18.62	8.1%	\$15.66	6.8%
229		232.00	£ 17.36	7.5%	\$18.69	8.1%	\$15.73	6.8%
230		233.00	£ 17.43	7.5%	\$18.76	8.1%	\$15.79	6.8%
231		234.00	£ 17.50	7.5%	\$18.83	8.1%	\$15.85	6.8%
232		235.00	£ 17.57	7.5%	\$18.90	8.1%	\$15.91	6.8%
233		236.00	£ 17.64	7.5%	\$18.97	8.1%	\$15.98	6.8%
234		237.00	£ 17.71	7.5%	\$19.04	8.1%	\$16.04	6.8%
235		238.00	£ 17.78	7.5%	\$19.11	8.1%	\$16.10	6.8%
236		239.00	£ 17.85	7.5%	\$19.18	8.1%	\$16.17	6.8%
237		240.00	£ 17.93	7.5%	\$19.25	8.1%	\$16.23	6.8%
238		241.00	£ 18.00	7.5%	\$19.32	8.1%	\$16.29	6.8%
239		242.00	£ 18.07	7.5%	\$19.39	8.1%	\$16.35	6.8%
240		243.00	£ 18.14	7.5%	\$19.46	8.1%	\$16.42	6.8%
241		244.00	£ 18.21	7.5%	\$19.53	8.1%	\$16.48	6.8%
242		245.00	£ 18.28	7.5%	\$19.60	8.1%	\$16.54	6.8%
243		246.00	£ 18.35	7.5%	\$19.67	8.1%	\$16.60	6.7%
244		247.00	£ 18.42	7.5%	\$19.74	8.1%	\$16.67	6.7%
245		248.00	£ 18.50	7.5%	\$19.81	8.1%	\$16.73	6.7%
246		249.00	£ 18.57	7.5%	\$19.88	8.1%	\$16.79	6.7%
247		250.00	£ 18.64	7.5%	\$19.95	8.1%	\$16.85	6.7%

Produced in Native Format

	A	B	C	D	E	F	G	H	I	J	K
1											
2											
3											
4											
5			9,469	96,933	923.7%	240,062	147.7%	351,026	46.2%	555,000	58.1%
6			£143,023	£2,501,310	1,648.9%	£7,614,051	204.4%	£11,879,192	56.0%	£15,500,000	30.5%
7			£34,510	£355,413	929.9%	£752,364	111.7%	£1,465,087	94.7%	£1,700,000	16.0%
8			£29,534	£253,952	759.9%	£564,380	122.2%	£928,871	64.6%	£1,300,000	40.0%
9			£99,267	£25,734	125.9%	£206,313	-901.7%	£531,201	-157.5%	£990,000	-86.4%
10			2.00	4.77	138.5%	9.08	90.4%	15.20	67.4%	29.00	90.8%
11											
12											
13			100%	100.0%	0.0%	64.1%	-36.0%	56.6%	-11.6%	54.4%	-3.9%
14			0%	0.0%		35.9%	N/A	43.3%	20.5%	45.6%	5.3%
15											
16											

EXHIBIT 338

Message

From: Jared Smith [Jared.Smith@ticketmaster.com]
Sent: 4/24/2012 8:06:06 PM
To: Greg Schmale [Greg.Schmale@ticketmaster.com]
Subject: Re: Ticketmaster Fan Club Policy and Guidelines - Flavorus

great

From: Greg Schmale <Greg.Schmale@ticketmaster.com>
Date: Tue, 24 Apr 2012 23:05:53 -0700
To: Jared Smith <Jared.Smith@ticketmaster.com>
Subject: Re: Ticketmaster Fan Club Policy and Guidelines - Flavorus

36 different companies got them tonight (ticketfly, topspin, etix, wantickets, flavorus, frontgate, crowdsurge, artist arena, ticketforce and a whole bunch of others)

From: Jared Smith <Jared.Smith@Ticketmaster.com>
To: Greg Schmale
Cc: Geordie Stewart
Sent: Tue Apr 24 23:03:55 2012
Subject: Re: Ticketmaster Fan Club Policy and Guidelines - Flavorus
Cool, are we sending these to all the companies this week?

From: Greg Schmale <Greg.Schmale@ticketmaster.com>
Date: Tue, 24 Apr 2012 23:01:58 -0700
To: Jared Smith <Jared.Smith@ticketmaster.com>
Cc: Geordie Stewart <GeordieStewart@LiveNation.com>
Subject: FW: Ticketmaster Fan Club Policy and Guidelines - Flavorus

Great timing. This was just sent tonight.

-----Original Message-----

From: Greg Schmale
Sent: Tue 4/24/2012 6:15 PM
To: 'todd@flavorus.com'
Cc: Ed Weiss
Subject: Ticketmaster Fan Club Policy and Guidelines - Flavorus

Todd,

It has come to our attention that your company has previously requested tickets from our clients in order to sell them directly to fan club members on behalf of artists. As you may be aware, Ticketmaster has the contractual rights to tickets sold in the venues in which we operate. As such, we also want to be supportive and flexible in promoting the artist-fan connection and have agreed to allow up to 8% of sellable seats for an event (with concurrent venue approval) to be sold directly to registered members of an artist's fan community, as long as that community is about the artist and has more to offer than just access to tickets. For your reference, the attached provides further clarification on Ticketmaster's fan club policy that has been provided to our clients and should be shared within your organization if you wish to sell fan club presale tickets in Ticketmaster venues. Should you have any questions, please don't hesitate to reach out to me.

Thank you in advance!

Exhibit 104

Greg Schmale

20 January, 2017

reporter: *jeanese johnson*
CLR, LCR, CSR 11635
TSG Reporting Inc.

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

TM00091573

-Greg

Greg Schmale

Vice President, Music Services | Ticketmaster

310.975.2005 Direct | 310.734.5981 Fax

7060 Hollywood Blvd. | Hollywood, CA 90028

greg.schmale@ticketmaster.com

EXHIBIT 340

Message

From: Greg Schmale [greg.schmale@ticketmaster.com]
Sent: 3/12/2012 2:14:50 PM
To: Platinum Managers [platinummanagers@ticketmaster.com]
CC: Ed Weiss [ed.weiss@ticketmaster.com]; Jared Smith [jared.smith@ticketmaster.com]; Cole Gahagan [cole.gahagan@ticketmaster.com]; Jared Rosenberg [jared.rosenberg@ticketmaster.com]; Mike Schmitt [mike.schmitt@ticketmaster.com]
Subject: Fan Club Policy

Team NBA/NHL Group:

I'm pleased to present to you the revised Ticketmaster Fan Club Policy and Guidelines. This policy outlines for our ticketing clients to what extent artists and their representatives are allowed to sell tickets directly to fans off of the Ticketmaster platform. We need your help in the following:

1. Become familiar with the fan club policy by March 21, 2012
 - a. Fan Club Presale Policy Internal Review Deck 20120312.pptx: Please review this internal powerpoint presentation that highlights the key points about the fan club policy. This presentation is not intended for distribution outside of Ticketmaster.
 - b. Fan Club Policy 20120312.pdf: Please also read and review the actual fan club policy
 - c. If needed, please reach out to Cole or myself to clarify any points or ask any questions.
2. Distribute the fan club policy via email, fax and/or standard mail to all of your ticketing clients between March 22 - 30, 2012
 - a. Fan Club Letter 2012-2-29.docx: Please update this letter by completing the information within the brackets (e.g., "[" and "]") and include it when sending the fan club policy to your ticketing clients
 - b. We ask that any new events (built starting April 1, 2012 on the ticketing system; no need to go back and retrofit existing events) follow the policies outlined within the fan club guidelines, including:
 - i. Ticketing clients providing the fan club policy to any groups requesting to sell tickets off of the platform;
 - ii. Ticketing clients obtaining written confirmation and agreement of the fan club policy by any groups requesting to sell tickets off of the platform prior to any tickets being released;
 - iii. Ticketing clients properly identifying fan club holds and sold tickets on the Ticketmaster platform, as outlined in the policy.

Below is a timeline for rollout of the fan club policies to internal teams, external clients, partners and third party ticketing companies.

March 12-13, 2012: Internal communication goes out to team members of the Client Development Directors, Client Services, Event Management and Marketing Services

March 13-21, 2012: Internal calls are held (as necessary) with various divisions to review the policy and address any questions

March 22-30, 2012: CDDs distribute fan club policy to all ticketing clients

April 2, 2012: Clients begin distribution of policy and tracking fan club holds/sold tickets for any new event requests

April 2-6, 2012: Music Services distributes policy to artist managers, agents, record labels, fan club and ticketing companies

Exhibit 102

Greg Schmale

20 January, 2017

reporter: *jeanese johnson*

CLR, LCR, CSR 11635
TSG Reporting Inc.

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

TM00096762

Thank you so much for your time and attention to this very important topic. Should you have any questions, please do not hesitate to reach out to me.

-Greg

Greg Schmale

Vice President, Music Services | Ticketmaster

310.975.2005 Direct | 310.734.5981 Fax

7060 Hollywood Blvd. | Hollywood, CA 90028

greg.schmale@ticketmaster.com

EXHIBIT 341

Message

From: Mike Schmitt [mike.schmitt@ticketmaster.com]
Sent: 1/14/2015 5:14:57 AM
To: Cole Gahagan [cole.gahagan@ticketmaster.com]; Geoff Carns [geoff.carns@ticketmaster.com]; Ron Tuck [ron.tuck@ticketmaster.com]; Kurt Schwartzkopf [kurt.schwartzkopf@ticketmaster.com]; Clay Luter [clay.luter@ticketmaster.com]; Marla Ostroff [marla.ostroff@ticketmaster.com]
CC: Zeeshan Zaidi [zeeshan.zaidi@ticketmaster.com]
Subject: Fan Club Policy and the 8% of inventory rule

Apologies Cole, I had forgotten that you were unable to make that call.

To clarify, Artist Services will be releasing an updated Fan Club Policy, which I will be delivering to the CDDs for them to deliver to the venues. I will also be delivering this to the artist community, fan club providers, and all others in the industry that we work with.

I completely understand your desire to send a single message, but in my conversations with several "fan club" providers who have recently been in violation of our policy on several fronts, they have indicated that:

1. Many venues will often give the best 8% (and sometimes 10-%) of seats for them to sell on "artist" sites
2. Many venues will allow them to keep and sell inventory well past the general onsale
3. Venues that do inform providers of the FC policy have told them that is unenforceable, and that they "should just sign it and not worry about it"

Given all that, I was hoping the we could get out in front of the "best 8%" problem, but completely defer to you if prefer to wait.

Thanks, Mike

Mike Schmitt

Artist Services - Sr. Director of Tour Execution | Ticketmaster
(:: 312.651.1041 Direct | 708.515.7676 Mobile | 312.416.0309 Fax

*:: 550 W. Van Buren St - 13th Floor | Chicago, IL 60607

8:: mike.schmitt@ticketmaster.com

From: Cole Gahagan
Sent: Wednesday, January 14, 2015 10:44 AM
To: Mike Schmitt; Geoff Carns; Ron Tuck; Kurt Schwartzkopf; Clay Luter; Marla Ostroff
Cc: Zeeshan Zaidi
Subject: Re: Fan Club Policy and the 8% of inventory rule

+ Kurt, Clay and Marla

Thanks for the heads up. When you say that we'll be reissuing the policy to the industry, can you clarify what that means? To whom, from whom, etc? Are we going to be asking the CDD's to carry the new policy into the venues as part of that process? Because if that's the case, I'd prefer that we carry a single message, versus pushing the guys to go out this week with the equal distribution directive, and then again in, say, a month with the new Fan Club policy on the whole.

Just want to make sure we're clear on what it entails (sorry – some of this may have been covered on the call I had to miss last week).

From: Mike Schmitt <Mike.Schmitt@ticketmaster.com>
Date: Wednesday, January 14, 2015 10:20 AM
To: Cole Gahagan <Cole.Gahagan@Ticketmaster.com>, Geoff Carns <Geoff.Carns@Ticketmaster.com>, Ron Tuck <Ron.Tuck@ticketmaster.com>
Cc: Zeeshan Zaidi <Zeeshan.Zaidi@Ticketmaster.com>
Subject: Fan Club Policy and the 8% of inventory rule

Cole/Geoff/Ron,

As you know, Artist Services will be reissuing the TM Fan Club Policy to the industry in the next few weeks, but in the meantime, I was hoping to get your assistance in conveying/clarifying a key point of the existing Fan Club Policy (below) to all of our venues. While 8% of sellable inventory is allowed to be sold off-platform to legitimate fan clubs, this 8% must be spread out across all price levels for an event, and not simply come from the best 8% of the house.

As an example, if inventory for a venue is as in "Net Cap" below, venues should allocate only 8% per price level to the Fan Club, as seen in the chart below.

Price Level

Net Cap

FC allocation

P1

100

8

P2

500

40

P3

2,000

160

Total

2,600

208

Might you be able to have CDDs begin conveying this clarification ASAP to all of our venues? To be clear, this is not new, but rather something that has not been aggressively enforced in the past.

Thanks and please let me know if you should have any questions.

-Mike

Mike Schmitt

Artist Services - Sr. Director of Tour Execution | Ticketmaster
(:: 312.651.1041 Direct | 708.515.7676 Mobile | 312.416.0309 Fax

*:: 550 W. Van Buren St - 13th Floor | Chicago, IL 60607

8:: mike.schmitt@ticketmaster.com

{signature_tm_1409068556_2714[1]}

EXHIBIT 348

Message

From: Zeeshan Zaidi [Zeeshan.Zaidi@Ticketmaster.com]
Sent: 6/5/2015 5:27:05 AM
To: Mark Yovich [mark.yovich@ticketmaster.co.uk]; Jared Smith [jared.smith@ticketmaster.com]
CC: Michael Rapino [michael@livenation.com]
Subject: Re: Songkick and Crowdsurge merge to take on Live Nation

There's also the manager angle. In the US it's the manager who decides to use third parties for presales — promoters and agents mostly just try to please the manager.

Historically TMAS NA hasn't engaged with managers. My newly formed Client Relations team and I have spent all year going door to door, establishing relationships, pitching, rolling out new offers, tools (ex. reporting) and incentives etc and there's more to come. Also educating them about the fan club policy and enforcing it more. In fact also telling them all about Mark's International team and making lots of intros.

Making massive progress, in many ways it's night and day.

That said Crowdsurge has an army of bus dev people who are everywhere, and they're constantly spreading misinformation about TM, our policy etc. We're about to take measures to combat that too.

What's really crazy is the extent to which a lot of Artist Nation managers use these third parties. We're focused on persuasion/solutions/relationships with them too for now because we want them to decide on their own we're a better option/partner. Ex. Mick Management only used Crowdsurge for all its presales, now we have them almost always using TM. Vector was a mix, now getting them over to TM much more. Scott Rodger is Crowdsurge's biggest client/supporter. Haven't fully engaged with him yet because McCartney tour is almost done and Arcade Fire are off cycle but will soon.

We'll let our strategy play out first, but when the time is right may be helpful for Michael to say something to the Artist Nation managers too.

Zeeshan Zaidi | SVP/GM Artist Services | Ticketmaster
888 Seventh Avenue, 2nd Floor, New York, NY 10106
Office: (212) 713-6344 | Cell: (646) 644-7433

Twitter: @zeeshanzaidi

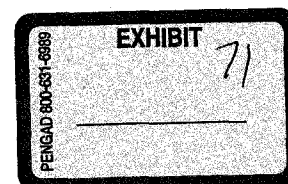
From: Mark Yovich <mark.yovich@ticketmaster.co.uk>
Date: Friday, June 5, 2015 at 6:51 AM
To: Jared Smith <Jared.Smith@Ticketmaster.com>
Cc: Michael Rapino <Michael@LiveNation.com>, Zeeshan Zaidi <Zeeshan.Zaidi@Ticketmaster.com>
Subject: Re: Songkick and Crowdsurge merge to take on Live Nation

We need to ensure we are locking up allocations with venues & promoters – both of whom will hate this.

Ideally a note from Michael to the top LN promoters in each country reminding LN businesses across the world to resist allocating any inventory to CS/SK even when being pushed by artists/managers/agents (I know easier said than done).

We at TM will double down on ensuring our contracts are watertight and will increase our dialogue with existing promoters & venues to help them combat all allocation demands.

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I feel this merger will help us strengthen our relationships with many clients to ensure existing commercial streams are maintained.

You would think Warner would be close to buying this merged entity at some point down the line (or Universal) but Warner already owns a piece of both prior to this merger.

From: Jared Smith <Jared.Smith@Ticketmaster.com>
Date: Thursday, 4 June 2015 18:42
To: Mark Yovich <mark.yovich@ticketmaster.co.uk>
Cc: Michael Rapino <Michael@LiveNation.com>, Zeeshan Zaidi <Zeeshan.Zaidi@Ticketmaster.com>
Subject: Re: Songkick and Crowdsurge merge to take on Live Nation

Two wrongs don't make a right. Matts a very tough personality, going to interesting to amaze these guys try and be %-CEOs. That doesn't work well.

Here, we've been really aggressive cutting them back on allocations and we can go a lot further. We have exclusives we just need to exercise them tougher and more consistently.

How do we help you there with allocations?

On Jun 4, 2015, at 10:04 AM, Mark Yovich <mark.yovich@ticketmaster.co.uk> wrote:
Guess you've seen this

Begin forwarded message:

From: Jackie Antas <jackie.antas@ticketmaster.co.uk>
Date: 4 June 2015 17:29:48 BST
To: Ticketmaster International Executive Team <TicketmasterInternationalExecutiveTeam@Ticketmaster.com>
Subject: Songkick and Crowdsurge merge to take on Live Nation
Breaking news: <http://www.theguardian.com/technology/2015/jun/04/songkick-crowdsurge-merge-live-music>

Jackie Antas | PR Director | Ticketmaster International
Email: jackie.antas@ticketmaster.co.uk
Phone: +44 (0)207 980 4361, Mobile: +447920092028
4 Pentonville Road, London N1 9HF
www.ticketmaster.co.uk



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<image003.png>
<image004.png>
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EXHIBIT 356

Message

From: Zeeshan Zaidi [zeeshan.zaidi@ticketmaster.com]
Sent: 1/11/2015 2:11:55 PM
To: Stephen Mead [stephen.mead@ticketmaster.com]
Subject: Confidential and Privileged - Fan Club Policy docs for today's call
Attachments: CDD and Venue Rollout Plans and talking points.docx; Fan Club Policy 11042014.docx; AFCP v3.0 draft revision.pptx; image001.jpg

Zeeshan Zaidi | SVP/GM Artist Services | Ticketmaster

Email: zeeshan.zaidi@ticketmaster.com

Phone: (212) 713-6344

Cell: (646) 644-7433

Fax: (212) 586-2935

888 Seventh Avenue, 2nd Floor, New York, NY 10106

www.Ticketmaster.com

From: Michael Schmitt <Mike.Schmitt@ticketmaster.com>

Date: Wednesday, January 7, 2015 at 11:28 AM

To: Zeeshan Zaidi <Zeeshan.Zaidi@Ticketmaster.com>, Jared Smith <Jared.Smith@Ticketmaster.com>, Cole Gahagan <Cole.Gahagan@Ticketmaster.com>, Ed Weiss <Ed.Weiss@ticketmaster.com>, Kyle Hannaford <Kyle.Hannaford@ticketmaster.com>, Deborah Resto <Deborah.Resto@Ticketmaster.com>

Subject: Confidential and Privileged - Fan Club Policy docs for today's call

Looking forward to discussing the attached on today's call.

Thanks, Mike

Mike Schmitt

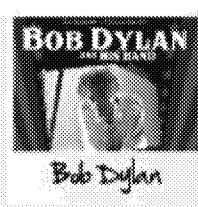
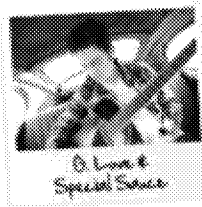
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✉: mike.schmitt@ticketmaster.com

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