



**PHILADELPHIA COUNTY  
COURT OF COMMON PLEAS**

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HOLY GHOST MET MASTER TENANT LLC  
HOLY GHOST HEADQUARTERS REVIVAL  
CENTER AT THE MET INC.

Plaintiffs.

v.

LIVE NATION ENTERTAINMENT, INC.  
GEOFFREY S. GORDON

Defendants.

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:  
: CIVIL ACTION  
: DECEMBER 2019  
: NO. 1618

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Expert Report  
by

Stephen J. Scherf, CPA/ABV/CFF, CFE

June 17, 2025

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**HOLY GHOST MET MASTER TENANT LLC ET AL.  
v.  
LIVE NATION ENTERTAINMENT, INC. ET AL.**

I have been engaged by Braverman Kaskey PC (“Counsel”) on behalf of its clients, Holy Ghost Met Master Tenant, LLC (“Met Master”) and Holy Ghost Headquarters Revival Center at the Met Inc. (“Holy Ghost Church”) to determine the economic damages, if any, sustained by Plaintiffs, assuming liability.

This report contains the results of my analysis structured as follows:

1. Introduction
  2. Expert Credentials and Bases for Analysis
  3. Factual Background
  4. Analysis of Damages
  5. Conclusion
- Appendices  
Exhibits

## 1. INTRODUCTION

This report is intended to provide my opinions on damages, if any, caused by Live Nation Entertainment, Inc. (“Live Nation”) and Geoffrey S. Gordon arising from the breach of contract, conversion, unjust enrichment and tortious interference counts set forth in the Complaint. My opinions, contained in this report, are given to a reasonable degree of professional certainty.

My analysis assumes that Defendants’ conduct constitutes a violation of some, or all of the claims asserted in the Complaint. This assumption is necessary as a basis for my analysis. I have not been engaged to provide opinions on liability or legal opinions and, therefore, offer no such opinions.

I have reviewed the Lease. I have calculated the economic damages, within a reasonable degree of professional certainty, adequate to compensate Plaintiffs for damages caused by Defendants’ actions.

## 2. EXPERT CREDENTIALS AND BASES FOR ANALYSIS

### A. Credentials

I am a Principal and founding member of Asterion, a consulting firm that provides financial and economic consulting services along four integrated service lines: Forensics, Valuation, Intellectual Property and Performance Optimization. I have been qualified to and have presented testimony on numerous occasions, including the presentation of economic damages and financial analysis in courts throughout the United States. I am a Certified Public Accountant, Certified in Financial Forensics (among other designations), and have a Master of Science with a concentration in Finance and an Advanced Professional Certificate in Taxation. Attached, as *Appendix A*, is my

current *curriculum vitae* and information concerning testimony history, publications and speaking engagements.

## **B. Documents Reviewed**

The analysis and opinions in this report are based upon my education, my experience in performing similar financial analyses and economic damage calculations, the information produced in discovery, and accepted damages methodologies and approaches.

The documents and information utilized in performing this analysis are the types of documents and information experts in my field typically rely upon in performing such an analysis. I and others under my direct supervision have performed the analysis contained in this report with the information available to date. I understand that Defendants have not produced certain information. As a result, my damage calculations are based upon the documents produced to date. Accordingly, I reserve the right to amend this analysis and report should additional or updated information become available. If I am requested to testify, I may illustrate my testimony with demonstrative aids such as graphs, charts and/or slides.

## **C. Compensation**

Our firm is being compensated at our standard hourly rates for this report and for any testimony offered in this matter. The rate charged by my firm is not contingent on the outcome of the litigation. This report has been prepared in connection with the above referenced matter and should not be used for any other purpose without our express written consent.

## **3. FACTUAL BACKGROUND**

On April 24, 2017, nonparty Holy Ghost I, LP, as the landlord, and Live Nation, as the tenant, entered into an "Event Center Lease" (the "Lease") for the Met defined therein as the "Premises." On January 18, 2018, Holy Ghost I, LP assigned its right, title and interest in the Lease to Met

Master. The Met opened on December 3, 2018. Plaintiffs have asserted that Defendants have breached the lease by failing to abide by the terms of the lease including the failure to pay various amounts due under the Lease. Based upon documents produced to date, this report quantifies those damages as well as other economic damages that arise from Defendants actions.

#### 4. ANALYSIS OF DAMAGES

I have grouped damages into the following areas: Lessee's Payment Obligation Failures Under the Lease, Other Damages, Prejudgment Interest and Accelerated Rent. Damages totalling \$14,178,392 are summarized in *Exhibit 1*.

##### 4.1. LESSEE'S PAYMENT OBLIGATION FAILURES UNDER THE LEASE

- Failure to Pay Plaintiffs their Share of Percentage Rents on Ticket Sales
- Failure to Pay Plaintiffs their Share of Sponsorship Revenues
- Failure to Pay Plaintiffs their Share of Rental Revenues from Third Party Rentals
- Failure to Pay Plaintiffs their Share of Real Estate Taxes

I have summarized these damages totaling \$8,647,486 in *Exhibit 2*.

##### 4.1.1. FAILURE TO PAY PLAINTIFFS THEIR SHARE OF PERCENTAGE RENTS ON TICKET SALES

Pursuant to the Lease, Live Nation agreed to pay Met Master percentage rent. The percentage rent was \$2 per ticket up to 200,000 tickets in any given year and \$3 per ticket thereafter. The percentage rent was increased to \$2.42 per ticket and \$3.63 per ticket in 2024 for the balance of the damages period. Since the opening of the Met on December 3, 2018, Plaintiffs have received monthly rents and certain payments for percentage rent. There was a seventeen-month closure of the venue during COVID-19 from March 2020 to July 2021. I understand, post COVID-19, the share of percentage rent has not returned to pre COVID-19 levels, despite consumer demand for

entertainment experiences. Since entering into the Lease in 2017, Live Nation has expanded its operations into additional venues in the region. According to the Lease, Tenant shall continuously...., use good faith efforts to book events for and have events held at Premises.<sup>1</sup> I understand that there were 150 shows in 2019, 99 in 2022, 113 in 2023, 133 in 2024 and 14 shows in 2025 through March 31. I further understand that the Met has a total occupancy of approximately 7,500 people and in a seated/GA is approximately 4,200. According to Don Casale, the CFO of Live Nation,<sup>2</sup> “the Met will follow the show and attendance patterns of two similar NYC venues, the Beacon Theater and Radio City Music Hall. Both of those venues do in excess of 200 events annually and our expectation would be the same for the Met.” “Live Nation initially forecasted 150+ shows per year and annual ticket sales in the 450,000 to 500,000 range, indicating 75% to 82.5% attendance based upon 4,000 seats, but 40% to 44% at full capacity.”<sup>3</sup> I understand that the initial range of ticket sales were projected to increase by 7% each year during the damage period or 612,522 by 2024, equating to 73% occupancy based upon 200 shows per year and the 4,200-seat capacity or 41% at full capacity. These calculations are consistent with the Live Nation emails.

I did not calculate damages for 2019 even though percentage rent was paid upon 412,243 tickets, which was less than the 450,000 lower end of the projection range discussed above. In addition, I excluded percentage rent deficiencies on ticket sales in 2020 and 2021 given the fact that those years would have been impacted by the COVID-19 pandemic and mandated shut downs.

My damages are therefore limited to the period 2022 through March 31, 2025, the last date on which I have actual comparison data. I understand that the decrease in the number of shows after 2019 until 2024, absent the effects of COVID-19, were the result of Defendants’ failure to abide by the terms of the Lease, which required them to use their good faith efforts to book events. *Table I* presents those damage calculations.

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<sup>1</sup> Lease Section 8.2(a).

<sup>2</sup> See September 6, 2017 email.

<sup>3</sup> See Don Casal

's September 12, 2017 email.

**Table 1 summarizes the damages for 2022 through March 31, 2025**

Year	Projected Ticket Sales	Projected Percentage Rent	Actual Percentage Rent	Damages
2022	535,000	\$1,405,000	\$568,663	\$836,337
2023	572,450	1,517,350	428,842	1,088,508
2024	612,522	1,981,455	919,948	1,061,507
To 3-31-25	163,849 <sup>4</sup>	396,514	70,155	326,359
Total				\$3,312,711

#### 4.1.2. FAILURE TO PAY PLAINTIFFS THEIR SHARE OF SPONSORSHIP REVENUES

I understand that Fulton Bank & PIDC, Plaintiffs' lenders, sought clarification with respect to the nature and amount of sponsorship revenues when they were underwriting the loan. In response, on August 23, 2017, Andy Peikon, Senior Vice President of Advertising and Sponsorships at Live Nation, indicated that sponsorship revenues should be in excess of \$1,000,000 annually or \$500,000 to Plaintiffs, given the 50 percent sharing provisions in the Lease. To date, I have not been provided with a complete accounting of sponsorship revenues including the costs deducted. I was provided with a listing of sponsorship revenues; which Defendants assert are not subject to the 50 percent profit split under the lease. **Table 2** summaries those sponsorship revenues disclosed by Defendants.

**Table 2 – Summary of Sponsorship Revenues Disclosed by Defendants**

Year	Amount	Citi Amounts Received	50% of Revenues Disclosed by Defendants Due to Plaintiffs
2018	\$242,727		\$121,363
2019	914,040	271,566	185,454
2020	227,488	60,875	52,869
2021	300,665		150,333
2022	750,269		375,134
Total	\$2,435,189	332,441	\$885,153

I understand that Plaintiffs did receive \$332,441 for Citi sponsorship revenues. I further understand that Plaintiffs assert that the revenues in **Table 2** should be subject to the profit split

<sup>4</sup> 655,398/4 = 163,849.

under the lease. I have assumed for purposes of my calculation of damages, that these revenues are subject to the 50 percent profit split under the lease. Assuming liability, Plaintiffs have suffered damages of at least \$885,155.<sup>5</sup> I have not been provided any information regarding the amount of these revenues from January 1, 2023 through March 31, 2025. I am aware that Highmark Health entered into a sponsor agreement effective December 8, 2023.<sup>6</sup> Pursuant to the Highmark Health sponsor agreement, I understand that Plaintiffs have received \$216,100 in 2024 after deducting expenses and \$125,962.50 on February 18, 2025.<sup>7</sup> However, Plaintiffs have not received supporting detail of the actual expenses that were charged against the sponsor agreement. I understand that Plaintiffs have a pending motion concerning the request of such information. I reserve the right to update this amount as additional information becomes available.

Given the minimum of \$500,000 in sponsorship revenue to be received by Plaintiffs<sup>8</sup> and the impact of the COVID-19, I have calculated damages in **Table 3** as follows:

**Table 3 – Summary of Plaintiffs’ Sponsorship Revenue Damages**

Year	Amount	Highmark Amount Received	Damages Due Plaintiff
2018 from Table 2	\$242,727		\$121,363
2019 from Table 2	914,040		185,454
2020 from Table 2	227,488		52,869
2021 from Table 2	300,665		150,333
2022 from Table 2	750,269		375,134
2023	500,000		500,000
2024	500,000	\$216,100	283,900
To 3-31-25	125,000	125,963	(963)
Total	\$2,435,189	\$216,100	\$1,668,090

<sup>5</sup>  $\$2,435,189/2 = \$1,217,595 - \$332,440 = \$885,155$ .

<sup>6</sup> I will update my damage calculation when I obtain the relevant information for 2023 through March 31, 2025.

<sup>7</sup> I understand from Plaintiffs that Citi still pays Live Nation \$560,000 per year for its sponsorship of the Met, yielding to sponsorship revenues closer to \$2,000,000 per year so the use of the \$1,000,000 per year amount is conservative.

<sup>8</sup> 50% of the in excess of \$1,000,000 in sponsorship revenue per year.

#### 4.1.3. FAILURE TO PAY PLAINTIFFS THEIR SHARE OF RENTAL REVENUES FROM THIRD PARTY RENTALS

Pursuant to Section 21.10 of the Lease, Live Nation agreed to pay Met Master “fifty percent (50%) of any Net Profits received by Tenant from a Transfer.” A “Transfer” under the Lease includes any subletting, mortgaging, pledging, encumbering, franchising, assigning or transferring in any manner all or any part of the Premises. I have assumed for purposes of my calculation of Damages, that these revenues are subject to the 50 percent profit split under the lease. Net Profit shall mean the amount of all rent and other amounts payable by any subtenant to Tenant in connection with the subletting in excess of the Rent and other sums payable by Tenant under this Lease (prorated based on the amount of space so sublet) during the term of the sublease, net of customary and reasonable out-of-pocket expenditures by Tenant actually incurred in connection with the sublease.<sup>9</sup>

Documents produced in discovery indicate that Defendants have used the Premises for both Promoted events and rental events. In April 2025, Defendants disclosed 45 such events during the period from January 1, 2020 through February 28, 2025. I note that this data is inconsistent with prior schedules produced as part of the litigation and summarized in **Table 4** below.<sup>10</sup> This earlier information, summarized in **Table 4**, did not include any revenues or expense information.

**Table 4 – Summary of Disclosed Rentals by Year**

Year	Number of Rentals
2019	15
2020	7
2021	15
2022	8
Total	45

<sup>9</sup> Given the fixed minimum rent due under the lease of \$1,500,000 through 2023 and \$1,815,576 starting in 2024, I have computed an applicable daily rental value using 365 days per year of \$4,109.59 per day and \$4,974.18 per day, respectively.

<sup>10</sup> See MET Promo and Rentals for 2018-sept 22.xls.

Table 5 below summarizes the event activity disclosed in April 2025 by period disclosed.

**Table 5 – Summary of Disclosed Rentals by Year**

Year	Number of Rentals	Event Revenue	Event Cost	Event Profit
2020	6	\$486,226	\$165,492	\$320,734
2021	12	344,423	126,397	218,026
2022	9	485,358	188,061	297,297
2023	8	240,178	56,797	183,381
2024	10	849,035	374,181	474,854
Total	45	\$2,405,220	910,928	1,494,292

As shown in Table 4 and Table 5, there were at least 60 events from 2019 through 2024. Based upon the data provided by Defendants, revenues average \$53,450 per event. In determining revenues for 2019, I used the \$53,450 average times 19 events or \$1,015,550.<sup>11</sup> Defendants have not provided any documents to support the alleged costs of the events. In determining net profits, I have therefore used the cost of \$4,109.59 per event in 2019 through 2023 and \$4,974.18 per event occurring in 2024 as the event cost<sup>12</sup> Based upon the above, I have calculated Plaintiff’s share of rental revenues from third-party rentals as shown in Table 6 below:

**Table 6 – Calculation of Plaintiff’s Share of Third-Party Rentals**

Year	Event Revenue	Event Cost	Plaintiff’s 50% Share of Net Profit
2019	\$1,015,550	\$61,644	\$476,953
2020	\$486,226	24,658	230,784
2021	344,423	49,315	147,554
2022	485,358	36,986	224,186
2023	240,178	32,877	103,650
2024	849,035	49,742	399,647
Total	\$3,420,770	\$255,222	\$1,582,774

<sup>11</sup> I reserve the right to update this amount should revenue and the related expense support be provided by the Defendants.

<sup>12</sup> I reserve the right to update this amount should support for the expenses be provided by the Defendants.

#### 4.1.4. FAILURE TO PAY PLAINTIFFS THEIR SHARE OF REAL ESTATE TAXES

The Lease provides that Tenant is responsible for its share (97.57%) of Real Estate Taxes at the Building. The definition of “Real Estate Taxes” includes assessments. Section 12.3 of the Lease provides in relevant part:

The term “real estate taxes” shall mean all taxes, assessments, charges, levies, fees and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for off-site public improvements for the benefit of the Project, which shall be laid, assessed, levied, or imposed upon the Project or any part thereof and which are payable at any time during the Term hereof, and all gross receipts taxes, rent taxes, business taxes and occupancy taxes, and shall include all of Landlord's reasonable administrative costs and any and all costs, including reasonable attorney fees, incurred by Landlord in contesting or negotiating the taxes with any governmental taxing authority, excepting only franchise, estate, inheritance, succession, capital levy, transfer, net income and excess profits taxes imposed upon Landlord. Notwithstanding anything to the contrary provided herein, to the extent that Landlord or any other party constructs any additions, improvements or annexes to the Project (outside of the Premises), the term real estate taxes, as used herein, shall not include the portion of real estate taxes solely attributable to such additions, improvements or annexes.

Landlord and Tenant recognize and acknowledge that there may be changes in the current real property tax system and that there may be imposed new forms of taxes, assessments, charges, levies or fees, or there may be an increase in certain existing taxes, assessments, charges, levies or fees placed on, or levied in connection with the ownership, leasing, occupancy or operation of the Project or the Premises. All such new or increased taxes, assessments, charges levies or fees which are imposed or increased as a result of or arising out of any changes in the structure of the real property tax system or any limitations on the real property taxes which can be assessed on real property including, but not limited to, any and all taxes, assessments, charges, levies and fees assessed or imposed due to the existence of this Lease (including any surcharge on the income directly derived by Landlord therefrom) or for the purpose of funding special assessment districts of the type funded by real property taxes, shall also be included within the meaning of “real estate taxes”.

I understand and have assumed that the C-PACE assessment qualify as real estate taxes under the lease that should have been paid by Defendants. *Table 7* summarizes the C-PACE amounts owed and not paid under the lease.

**Table 7 – C-PACE Assessments Due under the Lease**

Year	Assessments to be Paid	Live Nation Portion @97.57%
2020	\$52,700	\$51,419
2021	377,167	368,002
2022	377,167	368,002
2023	377,167	368,002
2024	378,200	369,010
2025	522,523	509,826
Total	\$2,084,924	\$2,034,261

In addition, Live Nation has not paid its proportion of the Business Improvement District tax. Those unpaid invoices total \$27,601.50 in 2024 and \$22,048.87 in 2025.

4.2. OTHER DAMAGES

- Failure to Allow Plaintiffs Use of the Premises for Reserved Usage Rentals
- Failure to Provide Plaintiffs with Tickets Required under the Lease
- Providing Excess Comp Tickets Thus depriving Plaintiffs of Percentage Rent Provided Under the Lease
- Failure to allow Oscars and Rooftop Opportunities at the Met and Failure to obtain consent for use of the Met logo

I have summarized these damages totaling \$5,530,906 in *Exhibit 3*.

4.2.1. FAILURE TO ALLOW PLAINTIFFS USE OF THE PREMISES FOR RESERVED USAGE RENTALS

I understand that Plaintiffs allege that Defendants have failed to abide by the Landlord’s rights to use the premises by disrupting church services or not providing a schedule to enable the Plaintiffs to use the Premises and receive additional income. I understand that Plaintiffs intend to prove at trial that had Defendants abided by the terms of the Lease, they would have been able to license/rent the Premises 40 times per year and obtain additional revenues. Using data in *Section*

4.1.3, and the using the net profit amounts reported by Defendants (noting that no support has been provided), I have conservatively assumed that each rental will generate \$33,206 in profit or \$1,328,240 per year. Similar to my calculation for percentage rent on ticket sales, I have not computed damages for 2019 through 2021. Damages for this category are shown in **Table 8** below:

**Table 8 – Summary of Landlord Use Damages**

Year	Amount
2022	\$1,328,240
2023	1,328,240
2024	1,328,240
To 3-31-25 <sup>13</sup>	332,060
Total	\$4,316,780

4.2.2. FAILURE TO PROVIDE PLAINTIFFS WITH TICKETS REQUIRED UNDER THE LEASE

Pursuant to Section 8.2(b) of the Lease, Live Nation agreed to provide Met Master with "up to twelve (12) VIP tickets for each engagement of a performer or group presented at the Premises" and "[i]f the event or performance is one with reserved seating, such tickets shall be among the seats in the best location for enjoyment of the performance or event." Subsequently, Gordon agreed to increase the number of complimentary tickets to twenty (20) in exchange for Gordon's use of certain office space at the Met as his private lounge, which he has and continues to utilize.

Plaintiffs have estimated the value of tickets not provided as summarized in **Table 9**.

**Table 9 – Summary of The Value of Tickets Not Provided**

Description	Value
2019 No Tickets provided	\$18,000
2021/2021 No Tickets Provided	2,400
2019 Premium Seat Ticket Value	706,044
2020 Premium Seat Ticket Value	122,674
2021 Premium Seat Ticket Value	306,685
Totals	\$1,155,803

<sup>13</sup> \$1,328,240/4 = \$332,060.

Had Plaintiffs received these tickets, they could have been able to obtain the benefits of said tickets. Assuming liability, the tickets not provided represents damages sustained by Plaintiffs.

#### 4.2.3. PROVIDING EXCESS COMP TICKETS THUS DEPRIVING PLAINTIFFS OF PERCENTAGE RENT PROVIDED UNDER THE LEASE

I understand that Defendants have provided excess comp tickets to others. These comp tickets do not result in revenue and as a result are excluded from the calculation of revenues on ticket sales. I do not have the data to prepare a calculation of years other than 2022, 2023 and 2024. The calculation for 2022 totaling \$30,417 is shown in *Exhibit 4*, the calculation for 2023 totaling \$14,211 is shown in *Exhibit 5*, and the calculation for 2024 totaling \$13,695 is shown in *Exhibit 6*. Based upon the current data provided, the total damage amount prior to consideration for unreported excess comp tickets is \$58,323.

#### 4.2.4. FAILURE TO ALLOW OSCARS AND ROOFTOP OPPORTUNITIES AT THE MET AND FAILURE TO OBTAIN CONSENT FOR USE OF THE MET LOGO

I understand that the lease contemplated the creation of Oscars and a Rooftop bar. I understand that the Defendants have not allowed these ventures to proceed. I also understand that Live Nation has used the Met logo without permission or compensation. I have conservatively not calculated damages for these items.

#### 4.3. PREJUDGMENT INTEREST

Counsel has asked that I calculate prejudgment interest at 6 percent simple interest. *Exhibit 1* summaries the prejudgment interest to June 30, 2025. *Exhibit 2* and *3* show the detailed calculation of interest to June 30, 2025. I reserve the right to update the prejudgment interest calculation to the date of trial.

#### 4.4. RENT ACCELERATION

I understand that under the terms of the lease rent is accelerated in the event of default. I understand that despite the default, Tenant has continued to pay certain amounts due under the lease. I therefore reserve the right to provide a current value of accelerated rent due at the time of trial.

#### 5. CONCLUSION

It is my opinion within a reasonable degree of professional certainty that damages, assuming liability are \$14,178,486 as shown in *Exhibit 1* and are \$2,134,223 with prejudgment interest as of June 30, 2025 shown in *Exhibit 1* for total damages, excluding accelerated rent of \$16,312,615. In addition, due to the default I understand that accelerated rent is also due. I reserve the right to update these amounts at the time of trial.

Stephen J. Scherf, CPA/ABV/CFE, CFE

# Appendix A

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## Stephen J. Scherf, CPA/ABV/CFE, CDBV, CFE, CGMA, CICA, CIRA, CTP, CVA Principal

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### Biography

Mr. Scherf has provided a wide array of accounting and consulting services to clients with an emphasis on business valuations, fraud investigations, bankruptcy, and litigation matters. Mr. Scherf has testified on numerous occasions in arbitrations, depositions and Federal Court. Mr. Scherf has taught for the American Institute of Certified Public Accountants, The National Association of Certified Valuators & Analysts and other professional organizations.

Mr. Scherf's employment experience includes "Big Four," regional and a "boutique" accounting firm. In the private sector, Mr. Scherf held officer positions at a \$2.5 billion financial institution, a major real estate developer and an investment firm.

### Professional Memberships

- FINRA Public Arbitrator
- American Institute of Certified Public Accountants
- Pennsylvania Institute of Certified Public Accountants
- Turnaround Management Association
- National Association of Certified Valuators & Analysts
- Association of Certified Fraud Examiners
- Association of Insolvency and Restructuring Advisors
- Institute for Internal Controls

### Education

Mr. Scherf has a B.B.A. in Accounting from Temple University (1980) and a Master of Science in Finance (1986) and an Advanced Professional Certificate in Taxation (1987) from Drexel University. His education has been supplemented by various continuing education courses offered by a variety of professional organizations. He has spoken before professional and educational groups on various aspects of business valuation, litigation consulting, fraud investigations and economic damages.



**Stephen J. Scherf, CPA/ABV/CFF, CDBV, CFE, CICA, CIRA, CTP, CVA**  
**Rule 26 Disclosure – Testimony**

<u>Date</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Matter</u>
2025	Court of Common Pleas Wilmington, DE	Trial	Jo L. Pressey et al. v. Francesco A. Vattilana et al.
2025	United States Bankruptcy District of New Jersey	Hearing	First Colonial Community Bank v. Brian Wolfson
2025	Court of Common Pleas Philadelphia, PA	Trial	Shouhui Zhu et al. v. Edward M. Silberman et al.
2024	Private Arbitration Allentown, PA	Arbitration	Estate of Mark Spease, Deceased v. ITR,, LLC et al.
2024	Court of Common Pleas Philadelphia, PA	Trial	Regional Produce Cooperative Corporation . v. DelBorrello Financial Services, LLC et al.
2024	United States District Court District of New Jersey	Deposition	Kevin Conlon v. BP Lubricants, USA, Inc.
2024	Superior Court of the State of California Camden County, NJ	Trial	Kevin Bothwell v. John Becker et al.
2024	Superior Court of the State of California Orange County, CA	Trial	Cardflex, Inc. v. Capital Managers, LLC et al.
2024	United States District Court Eastern District of Pennsylvania	Deposition	Kevin Baird et al. v. Meyers, Roman, Freidberg & Lewis, Co., LPA



**Stephen J. Scherf, CPA/ABV/CFF, CDBV, CFE, CICA, CIRA, CTP, CVA**  
**Rule 26 Disclosure – Testimony**

<u>Date</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Matter</u>
2024	Court of Common Pleas Philadelphia, PA	Deposition	Regional Produce Cooperative Corporation . v. DelBorrello Financial Services, LLC et al.
2024	United States District Court Eastern District of Pennsylvania	Deposition	Dr. Handy et al. v. Delaware River Surgical Suites, LLC et al.
2024	AAA International Arbitration New York, NY	Arbitration	Dyanand Mistry v. Harshad Mistry et al.
2024	Court of Common Pleas Chester County, PA	Trial	Patrick Wolfington et al. v. Thaddeus Barkowski et al.
2024	21 <sup>st</sup> Judicial Circuit Court St. Louis, Missouri	Deposition	Pet Kennet Consulting Services, LLC et al. v. Custom IT Solution, LLC et al.
2024	Court of Common Pleas Philadelphia, PA	Trial	Mathew Meyers et al. v. Certified Guaranty Company, LLC et al.
2024	Court of Chancery State of Delaware	Trial	Young Min Ban v. Joseph Manheim et al.
2024	Court of Chancery State of Delaware	Deposition	Young Min Ban v. Joseph Manheim et al.
2024	United States District Court Eastern District of Pennsylvania	Deposition	Phillips Feed Service, Inc. v. Freshpet, Inc.



**Stephen J. Scherf, CPA/ABV/CFF, CDBV, CFE, CICA, CIRA, CTP, CVA**  
**Rule 26 Disclosure – Testimony**

<u>Date</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Matter</u>
2024	United States District Court Eastern District of Pennsylvania	Deposition	Dina Abdurahman v. Prospect CCMC LLC et al.
2024	Superior Court of the State of California Orange County, CA	Trial	Jamie Gonzalez v. Cardflex, Inc. et al.
2024	United States District Court Eastern District of Pennsylvania	Deposition	Gary Nelson and Kayleigh Potter et al. v. Bank of America, N.A.
2024	Superior Court of the State of California Orange County, CA	Deposition	Cardflex, Inc. v. Capital Managers, LLC et al.
2023	United States District Court Eastern District of New York	Deposition	Star Auto Sales of Bayside et al. v. Voynow, Bayard Whyte and Company, LLP et al.
2023	Signature Resolution Arbitration Los Angeles, CA	Arbitration	Robert Miller, et al. v. David Zander
2023	Signature Resolution Arbitration Los Angeles, CA	Deposition	Robert Miller, et al. v. David Zander
2023	American Arbitration Association Scottsdale, AZ	Arbitration	National Payment Systems LLC v. BSR Acquisition Company LLC
2023	United States District Court Eastern District of Pennsylvania	Deposition	Chris Juday et al. v. Mark T. Sadaka, et al.



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**Rule 26 Disclosure – Testimony**

<u>Date</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Matter</u>
2023	Court of Chancery State of Delaware	Deposition	Residual Income Opportunities, Inc. v. CaliLove, LLC, et al.
2023	United States District Court District of New Jersey	Trial	Shannon Phillips v. Starbucks Corporation
2023	Court of Common Pleas Chester County, PA	Trial	Home & Away Entertainment, Inc. v Eagle Eye Ticket Mgt., LLC
2023	United States District Court District of Massachusetts	Trial	AnywhereCommerce, Inc. et al. v. Ingenico, Inc. et al.
2023	United States District Court Eastern District of Pennsylvania	Arbitration	Alex Rabaev et al. v. CBH2O General Partner, LLC et al
2023	American Arbitration Association Wilmington, DE	Arbitration	Cutis, LLC v. Scott M. Panzer
2023	Court of Common Pleas Montgomery County, PA	Trial	Carmen Enterprises, Inc. v. Blue Moon Travel et al.
2023	United States District Court District of Utah	Deposition	100 Mount Holly Bypass, LLC et al. v. Axos Bank et al.
2023	Court of Common Pleas Philadelphia, PA	Hearing	Stephen Ratner et al. v. Iron Stone Real Estate Fund I, L.P. et al.



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**Rule 26 Disclosure – Testimony**

<u>Date</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Matter</u>
2022	United States District Court Eastern District of Pennsylvania	Trial	Edward Baim et al. v. Michael and Joel Dukart
2022	American Arbitration Association Montgomery County, PA	Arbitration	P&I Insurance Services, Inc. v. Donald Blizzard
2022	American Arbitration Association Philadelphia PA	Arbitration	Rocco Cavallo et al. v. John Capponi et al.
2022	United States District Court District of Delaware	Trial	White Winston Select Asset Funds, LLC et al v. Good Times Restaurants, Inc.
2022	JAMS Wilmington, DE	Deposition	A.C.R. Promotions Inc. vs. Barstool Sports, Inc. et al.
2022	Circuit Court of the 17 <sup>th</sup> Judicial Circuit Broward County, Florida	Deposition	Aldora Aluminum & Glass Products, Inc. v. Sun Capital Partners, Inc. et al.
2022	Court of Common Pleas Philadelphia, PA	Trial	Laira Lucas v. Lowe’s Companies, Inc. et al.
2022	American Arbitration Association Philadelphia, PA	Arbitration	K.H. Investors, Inc. et al. v. Steven Roemer et al.
2022	Superior Court State of Delaware	Trial	AluminumSource, LLC v. LLFlex, LLC



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**Rule 26 Disclosure – Testimony**

<u>Date</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Matter</u>
2022	United States District Court District of Massachusetts	Deposition	AnywhereCommerce, Inc. et al. v. Ingenico, Inc. et al.
2022	United States District Court Eastern District of Pennsylvania	Deposition	Duane E. Norman et al. v. Trans Union LLC
2022	United States District Court Eastern District of Pennsylvania	Deposition	Regional Produce Cooperative Corporation v. TD Bank N.A.
2022	Superior Court of the State of California County of Los Angeles – South District	Hearing	2567423 Ontario, Inc. et al. v. MXY Holdings, LLC et al.
2022	American Arbitration Association Palm Beach County, FL	Arbitration	Todaro Bro Inc. et al v. LQV Franchising, LLC et al.
2021	United States Bankruptcy Court Eastern District of Pennsylvania	Hearing	In Re: 1121 Pier Village, LLC et al.
2021	United States District Court Eastern District of Pennsylvania	Deposition	Baim Enterprises v. Michael and Joel Dukart
2021	United States District Court Eastern District of Pennsylvania	Trial	Dr. Richard Lieberman v. David Callan et al.
2021	United States District Court District of Delaware	Deposition	White Winston Select Asset Funds LLC et al. v. Good Times Restaurant, Inc.



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**Rule 26 Disclosure – Testimony**

<u>Date</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Matter</u>
2021	Superior Court of New Jersey Camden, County, New Jersey	Deposition	Brian and Laurie Wolfson v. 1 <sup>st</sup> Colonial Community Bank et al.
2021	United States District Court District of Connecticut	Deposition	Sage Fulfillment, LLC v. Earth Animal Ventures, Inc.
2021	United States Bankruptcy Court Eastern District of Pennsylvania	Hearing	In Re: Nth Solutions, LLC
2021	Superior Court of New Jersey Camden County, New Jersey	Deposition	Kevin M. Bothwell v. John M. Becker at al.
2021	United States District Court Eastern District of Pennsylvania	Deposition	Lloyd Williams v. Encore Capital Group, Inc. et al.
2021	Superior Court of New Jersey Camden, County, New Jersey	Deposition	Markeim Chalmers, Inc. v. Goddard Development Partners IV, LLC et al.
2021	United States District Court District of New Jersey	Deposition	Shannon Phillips v. Starbucks Corporation
2021	Superior Court of New Jersey Burlington County, New Jersey	Deposition	HRE Gas, LLC v. ARFA Enterprises, Inc., et al
2021	Court of Common Pleas Delaware County, PA	Trial	Samuel J. Patterson et al. v. Cleosie Kirkland



**Stephen J. Scherf, CPA/ABV/CFF, CDBV, CFE, CICA, CIRA, CTP, CVA**  
**Rule 26 Disclosure – Testimony**

<u>Date</u>	<u>Jurisdiction</u>	<u>Type</u>	<u>Matter</u>
2021	United States District Court Eastern District of Pennsylvania	Deposition	Larry G. Dockery et al. v. Stephen E. Heretick, Inc. et al.
2020	Court of Common Pleas Dauphin County, PA	Trial	In Re: Estate of Ann P. Vonneuman, Deceased
2020	Superior Court State of Delaware	Deposition	Bobcat North America, Inc. v. Inland Waste Services, et al.
2020	United States District Court Eastern District of Pennsylvania	Deposition	Kenneth Segal et al. v. Strausser Enterprises, Inc. et al.
2020	Court of Chancery State of Delaware	Deposition	BrandRep LLC et al. v. Chad Ruskey, et al.



**Stephen J. Scherf, CPA/ABV/CFF, CDBV, CFE, CICA, CIRA, CTP, CVA**  
**Rule 26 Disclosure – Publication and Speaking Engagements**

<u>Date</u>	<u>Description</u>	<u>Location</u>
2016	Pennsylvania Bar Institute Advanced Piercing the Corporate Veil	Philadelphia, PA
2016	<i>Using a Commercial Success Declaration in an IPR</i>	Publication - Law360
2015	Pennsylvania Bar Institute Tales from the Shareholder Wars	Philadelphia, PA Mechanicsburg, PA
2015	Pennsylvania Bar Institute Minority Shareholder Freeze out Litigation	Philadelphia, PA
2015	Pennsylvania Bar Institute Commercial Litigation Institute – Damages and Remedies	Philadelphia, PA
2015	National Business Institute Handling the Sale of a Business	Philadelphia, PA
2014	National Association of Certified Valuation Analysts Solvency and Insolvency Testing	Webinar
2014	National Association of Certified Valuation Analysts Advanced Valuation Applications and Models	New Orleans, LA
2014	Pennsylvania Institute of Certified Public Accountants AICPA Testing for Goodwill Impairment Guide	Philadelphia, PA
2014	Montgomery County Bar Association Intersection of Forensic Accounting and Bankruptcy	Norristown, PA

## Appendix B

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**Met Master et al. v. Live Nation et al.**  
**List of Documents Considered**  
**Appendix B**

Complaint  
Preliminary Injunction Opinion  
Cease and Desist Demand Letter  
Transcript of October 22, 2024 Hearing  
DOJ.complaint  
Lease  
List of Shows 2018 to 2022  
Adv spend 2018-2022 The Met Total SxS PL Report 102722  
2018-2022 The Met Total SxS PL Report  
LiveNationLedger.all  
LN Bates Numbered Documents  
Casale 9-6-17 email  
Casale 9-12-17 email  
Casale Undated email  
Andy Peikon 3-20-19 email  
Andy Peikon 12-18-17 email  
Andy Peikon 8-23-17 email  
email. Boxing Event  
emails.Friends Select Event  
Lender.Sponsorship Email  
MET C-PACE Opinion mjs 3-13-20  
MET Philly Opera - Final Forecast  
Proposed shows Nolbert Brown  
Percentage Rent Reports  
LIVE NATION --5 26 letter to bach  
Copy of The MET 2018-2021 with Shows  
Met Percentage of Rent with rentals - 18 19 20 21  
MET Promo and Rentals for 2018-2021  
The Met - Invoice - City Reach Church v7  
MET Invoice to 3rd party rental  
Met Shows 2018-2022  
2018-2022 The Met Total SxS PL Report 102422  
HOLY GHOST PAY HISTORY AS OF 102422  
Z The Met Revenue Summary v3  
MET Promo and Rentals for 2018-sept 22  
Actual Ticket Sales  
P and L.2022 and 2023  
Highmark - The Met PA - NUT FE Contract  
Copy of 2023-2024 The Met - Q3 Sponsorship share\_sent v3

**Met Master et al. v. Live Nation et al.**  
**List of Documents Considered**  
**Appendix B**

12-31-2024 Blumenfeld NYE Reception at the Met INVOICE  
12-31-2024 Blumenfeld NYE Reception at the Met PROPOSAL  
LN.default 05.15.2019

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# Exhibits

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**Met Master et al. v. Live Nation et al.**  
**Summary of Damages**  
**Exhibit 1**

<b>Description</b>	<b>Amount</b>
<b>Lessee's Payment Obligation Failures, see <i>Exhibit 2</i></b>	\$ 8,647,486
<b>Other Damages, see <i>Exhibit 3</i></b>	5,530,906
<b>Total Damages</b>	<u>\$ 14,178,392</u>
Prejudgment Interest per <i>Exhibit 2</i>	1,269,094
Prejudgment Interest per <i>Exhibit 3</i>	865,129
<b>Total Prejudgement Interest</b>	<u>2,134,223</u>
<b>Total Damages and Prejudgment Interest</b>	<u><u>\$ 16,312,615</u></u>

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**Met Master et al. v. Live Nation et al.**  
**Lessee's Payment Obligation Failures Under the Lease**  
**Exhibit 2**

<b>Description</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>3/31/2025</b>	<b>Total</b>
<b>Lessee's Payment Obligation Failures</b>									
Percentage Rent on Ticket Sales					\$ 836,337	\$ 1,088,508	\$ 1,061,507	\$ 326,359	\$ 3,312,711
Share of Sponsorship Revenues	\$ 121,363	\$ 185,454	\$ 52,869	\$ 150,333	375,134	500,000	283,900	(963)	1,668,090
Share of Rental Revenues to Third Parties		476,953	230,784	147,554	224,186	103,650	399,647	-	1,582,774
Share of Real Estate Taxes			51,419	368,002	368,002	368,002	369,010	509,826	2,034,261
Business Improvement District tax							27,601	22,049	49,650
<b>Total</b>	<b>\$ 121,363</b>	<b>\$ 662,407</b>	<b>\$ 335,072</b>	<b>\$ 665,889</b>	<b>\$ 1,803,659</b>	<b>\$ 2,060,160</b>	<b>\$ 2,141,665</b>	<b>\$ 857,271</b>	<b>\$ 8,647,486</b>
Prejudgment Interest Rate - 6%									
Number of Days	2,556	2,191	1,825	1,460	1,095	730	364	136	
<b>Prejudgment Interest</b>	<b>\$ 50,992</b>	<b>\$ 238,575</b>	<b>\$ 100,522</b>	<b>\$ 159,813</b>	<b>\$ 324,659</b>	<b>\$ 247,219</b>	<b>\$ 128,148</b>	<b>\$ 19,165</b>	<b>\$ 1,269,094</b>
<b>Damages Including Prejudgment Interest</b>	<b>\$ 172,355</b>	<b>\$ 900,982</b>	<b>\$ 435,594</b>	<b>\$ 825,702</b>	<b>\$ 2,128,318</b>	<b>\$ 2,307,379</b>	<b>\$ 2,269,813</b>	<b>\$ 876,436</b>	<b>\$ 9,916,580</b>

**Met Master et al. v. Live Nation et al.**  
**Other Damages**  
**Exhibit 3**

<b>Description</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>3/31/2025</b>	<b>Total</b>
<b>Other Damages</b>								
Landlord Use Damages				\$ 1,328,240	\$ 1,328,240	\$ 1,328,240	\$ 332,060	\$ 4,316,780
Value of Tickets not Provided	\$ 724,044	\$ 122,674	\$ 309,085					1,155,803
Excess Comp Tickets				30,417	14,211	13,695		58,323
<b>Total</b>	<b>\$ 724,044</b>	<b>\$ 122,674</b>	<b>\$ 309,085</b>	<b>\$ 1,358,657</b>	<b>\$ 1,342,451</b>	<b>\$ 1,341,935</b>	<b>\$ 332,060</b>	<b>\$ 5,530,906</b>
Prejudgment Interest Rate - 6%								
Number of Days	2,191	1,825	1,460	1,095	730	364	136	
<b>Prejudgment Interest</b>	<b>\$ 260,775</b>	<b>\$ 36,802</b>	<b>\$ 74,180</b>	<b>\$ 244,558</b>	<b>\$ 161,094</b>	<b>\$ 80,296</b>	<b>\$ 7,424</b>	<b>\$ 865,129</b>
<b>Damages Including Prejudgment Interest</b>	<b>\$ 984,819</b>	<b>\$ 159,476</b>	<b>\$ 383,265</b>	<b>\$ 1,603,215</b>	<b>\$ 1,503,545</b>	<b>\$ 1,422,231</b>	<b>\$ 339,484</b>	<b>\$ 6,396,035</b>

**Met Master et al. v. Live Nation et al.**  
**Excess Rental Revenues on Comp Tickets for 2022**  
**Exhibit 1**

Based on Live Nation Reporting on COMP tickets

Month	Show	# Comp	per Tix	
2.2022	Boys to Men	351	\$ 2.00	\$ 702.00
2.2022	Louis Tomlinson	122	\$ 2.00	\$ 244.00
2.2022	Darius Rucker	196	\$ 2.00	\$ 392.00
2.2022	Marina	178	\$ 2.00	\$ 356.00
2.2022	Dr. Jordan Peterson	18	\$ 2.00	\$ 36.00
				\$ 1,730.00
3.2022	Dream Theater	258	\$ 2.00	\$ 516.00
3.2022	Rezz	184	\$ 2.00	\$ 368.00
3.2022	George Lopez	362	\$ 2.00	\$ 724.00
3.2022	Brit Floyd	307	\$ 2.00	\$ 614.00
3.2022	Jazmine Sullivan	240	\$ 2.00	\$ 480.00
3.2022	Khruangbin	100	\$ 2.00	\$ 200.00
3.2022	Celtic Women	317	\$ 2.00	\$ 634.00
3.2022	Festival of Praise	348	\$ 2.00	\$ 696.00
3.2022	Judas Priest	238	\$ 2.00	\$ 476.00
				\$ 4,708.00
4.2022	The Bachelor	555	\$ 2.00	\$ 1,110.00
4.2022	TRIXIE/KATYA	111	\$ 2.00	\$ 222.00
4.2022	Bright Eyes	86	\$ 2.00	\$ 172.00
4.2022	Daryl Hall	165	\$ 2.00	\$ 330.00
4.2022	AMOSLEE	73	\$ 2.00	\$ 146.00
4.2022	KALEO	115	\$ 2.00	\$ 230.00
4.2022	LORDE	138	\$ 2.00	\$ 276.00
				\$ 2,486.00
5.2022	Franki Vallie	115	\$ 2.00	\$ 230.00
5.2022	Olivia Rodrigo	137	\$ 2.00	\$ 274.00
5.2022	Olivia Rodrigo	61	\$ 2.00	\$ 122.00
5.2022	Tori Amos	124	\$ 2.00	\$ 248.00
5.2022	Sting	123	\$ 2.00	\$ 246.00
5.2022	Sting	101	\$ 2.00	\$ 202.00
5.2022	Interpol	404	\$ 2.00	\$ 808.00
5.2022	Deftones	123	\$ 2.00	\$ 246.00
5.2022	Nine Inch Nails	112	\$ 2.00	\$ 224.00
5.2022	Nine Inch Nails	109	\$ 2.00	\$ 218.00
				\$ 2,818.00
6.2022	Ray LaMontagne	48	\$ 2.00	\$ 96.00

**Met Master et al. v. Live Nation et al.**  
**Excess Rental Revenues on Comp Tickets for 2022**  
**Exhibit 1**

Based on Live Nation Reporting on COMP tickets

Month	Show	# Comp	per Tix		
6.2022	Russ	131	\$ 2.00	\$	262.00
6.2022	Chelsea Handler	116	\$ 2.00	\$	232.00
6.2022	Sigur Ros	90	\$ 2.00	\$	180.00
6.2022	Bastille	88	\$ 2.00	\$	176.00
6.2022	Ben Rector	46	\$ 2.00	\$	92.00
6.2022	Kraftwerk	80	\$ 2.00	\$	160.00
6.2022	Wallows	64	\$ 2.00	\$	128.00
6.2022	Puscifer	110	\$ 2.00	\$	220.00
					\$ 1,546.00
7.2022	Bare Naked Ladies	120	\$ 2.00	\$	240.00
7.2022	Deadmau5	136	\$ 2.00	\$	272.00
7.2022	The Cult	193	\$ 2.00	\$	386.00
7.2022	Beach House	89	\$ 2.00	\$	178.00
7.2022	Banks	210	\$ 2.00	\$	420.00
7.2022	Monica	160	\$ 2.00	\$	320.00
					\$ 1,816.00
8.2022	RuPaul Drag Race	142	\$ 2.00	\$	284.00
8.2022	The Driver Era	126	\$ 2.00	\$	252.00
8.2022	Alicia Keys	206	\$ 2.00	\$	412.00
8.2022	Last Podcast on the Le	25	\$ 2.00	\$	50.00
8.2022	Giveon	123	\$ 2.00	\$	246.00
8.2022	David Gray	131	\$ 2.00	\$	262.00
8.2022	LAUV	127	\$ 2.00	\$	254.00
8.2022	Amy Schumer	63	\$ 2.00	\$	126.00
8.2022	The Decemberists	50	\$ 2.00	\$	100.00
8.2022	Celeste Barber	135	\$ 2.00	\$	270.00
					\$ 2,256.00
9.2022	Kurtis Conner	10	\$ 2.00	\$	20.00
9.2022	The Doobie Brothers	189	\$ 2.00	\$	378.00
9.2022	Marcus King	244	\$ 2.00	\$	488.00
9.2022	Ringo Starr	181	\$ 2.00	\$	362.00
9.2022	Father John Misty	345	\$ 2.00	\$	690.00
9.2022	Porcupine Tree	38	\$ 2.00	\$	76.00
9.2022	Always Sunny	280	\$ 2.00	\$	560.00



**Met Master et al. v. Live Nation et al.**  
**Excess Rental Revenues on Comp Tickets for 2023**  
**Exhibit 2**

Based on Live Nation Reporting on COMP tickets

Month	Show	# Comp	per Tix		
1/7/2023	1333086.Jeezy.011323	186	\$ 2.00	\$	372.00
	1108292.VanceJoy.020723			\$	372.00
	1168866.BoyzIIMen.021123				
	1244228.Subtronics.021723				
	1326295.The Deck.022523				
3/12/2023	1144727.keshi.031223				
3/16/2023	1276556.Jill Scott.031623				
3/18/2023	1276556.Jill Scott.031823				
3/19/2023	1276556.Jill Scott.031923				
3/24/2023	1217489.Goose.032423				
3/25/2023	1217489.Goose.032523				
4/4/2023	750201.Lewis Capaldi.040423				
4/18/2023	1430238.Skinny Puppy.041823				
4/21/2023	1338466.Brett Young.042123				
5/5/2023	1243076.MUNA.050523				
5/6/2023	1379666.TheTimeIsNow.050623				
5/7/2023	1389397.Kali Uchis.050723				
5/11/2023	1378027.Seal.051123				
5/13/2023	1201086.Kountry Wayne.051323				
5/20/2023	1322998.RadioOne.052023				
5/24/2023	639987.CrowdedHouse.052423				
6/1/2023	1382687.BillyPorter.060123	510	\$ 2.00	\$	1,020.00
6/2/2023	1494979.Ed Sheeran.060223	141	\$ 2.00	\$	282.00
6/3/2023	1241337.Bill Maher.060323	68	\$ 2.00	\$	136.00
6/4/2023	1463074.Feid.060423	97	\$ 2.00	\$	194.00
6/7/2023	1440410.Logic.060723	116	\$ 2.00	\$	232.00
6/9/2023	1292212.Pixies.060923	158	\$ 2.00	\$	316.00
6/17/2023	1435195.BadFriends.061723	41	\$ 2.00	\$	82.00
6/30/2023	1262988.Yungblud.063023	97	\$ 2.00	\$	194.00
				\$	2,456.00
7/1/2023	1501234.Dream Theater.070123	186	\$ 2.00	\$	372.00
7/14/2023	1383802.ElvisCostello.071423	136	\$ 2.00	\$	272.00
7/19/2023	1369387.BarenakedLadies.071923	135	\$ 2.00	\$	270.00
7/20/2023	1322996.Jenny Lewis.072023	119	\$ 2.00	\$	238.00
7/27/2023	918767.CAAMP.072723	74	\$ 2.00	\$	148.00

**Met Master et al. v. Live Nation et al.**  
**Excess Rental Revenues on Comp Tickets for 2023**  
**Exhibit 2**

Based on Live Nation Reporting on COMP tickets

Month	Show	# Comp	per Tix	
				\$ 1,300.00
8/2/2023	899408.TheNational.080223			
8/2/2023	899408.TheNational.080223			
9/13/2023	1421105.Squeeze.091323			
9/14/2023	1414212.The Band CAMINO.091423			
9/16/2023	1208060.Deon Cole.091623			
9/17/2023	1610611.John Oliver.091723			
9/18/2023	1540926.Janelle Monae.091823			
9/19/2023	1500377.Ray LaMontagne.091923			
9/22/2023	1542690.Yes.092223			
9/23/2023	1453098.Macklemore.092323			
9/27/2023	1315053.Bob Weir and Wo.092723			
9/28/2023	1550645.Tony Toni Tone.092823			
9/29/2023	1490397.Nathaniel Ratel.092923			
9/30/2023	1429891.PodMeetsWorld.093023			
10/5/2023	1366094.Jordan Davis.100523	118	\$ 2.00	\$ 236.00
10/6/2023	1482203.Jerry Seinfeld.100623	6	\$ 2.00	\$ 12.00
10/6/2023	1482203.Jerry Seinfeld.100623	36	\$ 2.00	\$ 72.00
10/18/2023	1615767.Chris Tucker.101823	319	\$ 2.00	\$ 638.00
10/20/2023	1545897.Daniel Caesar.101923	129	\$ 2.00	\$ 258.00
10/21/2023	1081788.LadyA.091522	151	\$ 2.00	\$ 302.00
10/27/2023	1313403.My Morning Jack.102823	104	\$ 2.00	\$ 208.00
10/28/2023	1313403.My Morning Jack.102823	103	\$ 2.00	\$ 206.00
10/31/2023	1450509.Kesha.103123	124	\$ 2.00	\$ 248.00
				\$ 2,180.00
11/3/2023	1242735.IlizaShlesinger.110323	53	\$ 2.00	\$ 106.00
11/4/2023	1372477.Stavros Halkias.110423	31	\$ 2.00	\$ 62.00
11/4/2023	1372477.Stavros Halkias.110423	18	\$ 2.00	\$ 36.00
11/5/2023	1505689.Anthony Hamilto.072923	199	\$ 2.00	\$ 398.00
11/8/2023	Yeah Yeah Yeahs	150	\$ 2.00	\$ 300.00
11/9/2023	Alex Cooper - The Unwell Tour	223	\$ 2.00	\$ 446.00
11/10/2023	Alex Cooper - The Unwell Tour	176	\$ 2.00	\$ 352.00
11/11/2023	1554213.Myke Towers.111123	198	\$ 2.00	\$ 396.00
11/13/2023	1390665.Need2Breathe.111323	127	\$ 2.00	\$ 254.00
11/15/2023	1675035.Geddy Lee.111523	328	\$ 2.00	\$ 656.00

**Met Master et al. v. Live Nation et al.**  
**Excess Rental Revenues on Comp Tickets for 2023**  
**Exhibit 2**

Based on Live Nation Reporting on COMP tickets

Month	Show	# Comp	per Tix		
11/17/2023	1378649.Joe Russos Almo.111723	84	\$ 2.00	\$	168.00
11/18/2023	1652591.Jeezy.111823	264	\$ 2.00	\$	528.00
11/22/2023	1576414.Monica.112223	344	\$ 2.00	\$	688.00
				\$	4,390.00
12/1/2023	1570486.Lil Tjay.120123	163	\$ 3.00	\$	489.00
12/6/2023	1483353.Brett Eldredge.120623	108	\$ 3.00	\$	324.00
12/9/2023	1522451.Patti LaBelle.120923	339	\$ 3.00	\$	1,017.00
12/14/2023	1533505.Tina Fey.121723	100	\$ 3.00	\$	300.00
12/15/2023	1533505.Tina Fey.121723	45	\$ 3.00	\$	135.00
12/16/2023	1533505.Tina Fey.121723	66	\$ 3.00	\$	198.00
12/16/2023	1533505.Tina Fey.121723	73	\$ 3.00	\$	219.00
12/28/2023	1512722.Nimesh Patel.122823	137	\$ 3.00	\$	411.00
12/29/2023	803360.Govt Mule.122923	140	\$ 3.00	\$	420.00
				\$	3,513.00
				Total	\$ 14,211.00

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**Met Master et al. v. Live Nation et al.**  
**Excess Rental Revenues on Comp Tickets for 2024 YTD**  
**Exhibit 3**

Based on Live Nation Reporting on COMP tickets

Month	Show	# Comp	per Tix	
1/19/2024	1474130.Joe Gatto.011924	59	\$ 2.42	\$ 142.78
1/20/2024	1699904.Oliver Tree.012024	104	\$ 2.42	\$ 251.68
1/25/2024	1786522.Brett Goldstein.012724	58	\$ 2.42	\$ 140.36
1/26/2024	1786522.Brett Goldstein.012724	37	\$ 2.42	\$ 89.54
				\$ 624.36
2/3/2024	1608777.Ronny Chieng.020324			
2/6/2024	1547245.Mitski.020724			
2/7/2024	1547245.Mitski.020724			
2/17/2024	1569922.Boyz II Men.021724			
2/22/2024	1344691.Chelsea Cutler.022224			
2/23/2024	1491067.Jason Isbell.022324			
2/29/2024	1704088.Scotty McCreery.022924			
3/1/2024	1638283.Andrew Schulz.030224			
3/2/2024	1638283.Andrew Schulz.030224			
3/7/2024	1754806.One Hallelujah.030724			
3/8/2024	1832833.Beanie Sigel.030824			
3/9/2024	1605832.Ledisi.030924			
4/4/2024	1637431.Esther Perel.040424	392	\$ 2.42	\$ 948.64
4/5/2024	1711601.Ali Wong.040624	35	\$ 2.42	\$ 84.70
4/6/2024	1711601.Ali Wong.040624	30	\$ 2.42	\$ 72.60
4/17/2024	1436712.girl in red.040324	23	\$ 2.42	\$ 55.66
4/18/2024	1436712.girl in red.040324	509	\$ 2.42	\$ 1,231.78
4/19/2024	1684690.Brothers Osborn.041924	138	\$ 2.42	\$ 333.96
4/20/2024	1860615.Rick James.042024	363	\$ 2.42	\$ 878.46
4/26/2024	1548012.MattRife.042624	25	\$ 2.42	\$ 60.50
4/26/2024	1548012.Matt Rife.042624	29	\$ 2.42	\$ 70.18
4/27/2024	1548012.MattRife.042624	35	\$ 2.42	\$ 84.70
4/27/2024	1548012.Matt Rife.042624	34	\$ 2.42	\$ 82.28
4/29/2024	1522914.Jacob Collier.043024	108	\$ 2.42	\$ 261.36
				\$ 4,164.82
5/7/2024	1449590.The Black Crowe.050724	212	\$ 2.42	\$ 513.04
5/9/2024	1772982.Dr Jordan Peter.050924	50	\$ 2.42	\$ 121.00
5/10/2024	1615797.Laufey.050624	83	\$ 2.42	\$ 200.86
5/12/2024	1409417.Raffi.051224	70	\$ 2.42	\$ 169.40
5/15/2024	1689736.Norah Jones.051524	77	\$ 2.42	\$ 186.34

**Met Master et al. v. Live Nation et al.**  
**Excess Rental Revenues on Comp Tickets for 2024 YTD**  
**Exhibit 3**

Based on Live Nation Reporting on COMP tickets

Month	Show	# Comp	per Tix		
5/16/2024	1889631.Tye Tribbett.051624	100	\$ 2.42	\$	242.00
5/17/2024	1926983.The Basement Ya.051724	46	\$ 2.42	\$	111.32
5/19/2024	1837791.Radio One.051924	298	\$ 2.42	\$	721.16
5/20/2024	1817941.Sleep Token.052024	75	\$ 2.42	\$	181.50
5/21/2024	1775585.Khruangbin.052324	41	\$ 2.42	\$	99.22
5/22/2024	1775585.Khruangbin.052324	74	\$ 2.42	\$	179.08
5/23/2024	1775585.Khruangbin.052324	70	\$ 2.42	\$	169.40
5/26/2024	1874290.Tank.052624	79	\$ 2.42	\$	191.18
5/31/2024	1924023.UMERNB.053124	327	\$ 2.42	\$	791.34
					\$ 3,876.84
6/7/2024	1609737.Bonnie Raitt.060724	87	\$ 2.42	\$	210.54
6/8/2024	915932.Gary Clark Jr.060824	122	\$ 2.42	\$	295.24
6/12/2024	1761627.Bleachers.061224	120	\$ 2.42	\$	290.40
6/18/2024	1765564.The Teskey Brot.061824	71	\$ 2.42	\$	171.82
6/20/2024	1923490.The Kid LAROI.062024	85	\$ 2.42	\$	205.70
6/22/2024	1776931.Something Corp.062224	81	\$ 2.42	\$	196.02
6/24/2024	1585428.Lizzy McAlpine.062524	4	\$ 2.42	\$	9.68
6/25/2024	1585428.Lizzy McAlpine.062524	0	\$ 2.42	\$	-
					\$ 1,379.40
7/18/2024	1953053.Kierra Sheard.071824	cancelled			
7/27/2024	1964183.ReginaSpektor.072724	143	\$ 2.42	\$	346.06
7/31/2024	1707480.Justice.073124	97	\$ 2.42	\$	234.74
					\$ 580.80
8/2/2024	1903949.IceSpice.080224	153	\$ 2.42	\$	370.26
8/3/2024	1821650.The Marias.080324	45	\$ 2.42	\$	108.90
8/4/2024	1900942.PJMorton.080424	123	\$ 2.42	\$	297.66
8/13/2024	1756578.Lindsey Stirlin.081324	75	\$ 2.42	\$	181.50
8/16/2024	2012279.JoshuaBassett.081624	47	\$ 2.42	\$	113.74
8/24/2024	2039958.Rental.082424	655	\$ 2.42	\$	1,585.10
8/28/2024	1978637.AvatarTheLast.082824	74	\$ 2.42	\$	179.08
8/31/2024	1923948.Young Miko.083124	96	\$ 2.42	\$	232.32
					\$ 3,068.56
				Total	\$ 13,694.78