

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

(CLASS ACTION)
SUPERIOR COURT

No.: 500-06-001066-204

TRACY PATTERSON

Plaintiff

v.

**TICKETMASTER CANADA HOLDINGS
ULC**

-and-

TICKETMASTER CANADA ULC

-and-

TICKETMASTER CANADA LP

-and-

TICKETMASTER LLC

-and-

LIVE NATION CANADA INC.

-and-

LIVE NATION ENTERTAINEMENT INC.

-and-

LIVE NATION WORLDWIDE INC.

Defendants

ORIGINATING CLASS ACTION APPLICATION

IN SUPPORT OF HIS AUTHORIZED CLASS ACTION, THE REPRESENTATIVE PLAINTIFF RESPECTFULLY STATES THE FOLLOWING:

INTRODUCTION

1. By way of the Superior Court of Quebec’s Authorization Judgment dated May 31, 2022 (the “**Authorization Judgment**”), the class action herein has been authorized against the Defendants and Plaintiff was appointed as the Representative Plaintiff representing all persons included in the Class described as follows:

<p>Toute personne présente sur le territoire du Québec au moment d’acheter un billet de spectacle (sans égard à l’endroit où le spectacle a lieu) entre le 12 mai 2017 et le 11 mars 2020, pour un spectacle devant avoir lieu le 11 mars 2020 ou après cette date, ensuite déplacé, reporté ou annulé, sans que la personne reçoive remboursement total dans les 15 jours de sa demande de remboursement.</p>	<p>All persons present on the territory of Québec at the time of purchase of a ticket (regardless of the location where the event is to take place) between May 12, 2017 and March 11, 2020, for an event to take place on March 11, 2020 or after this date, subsequently postponed, rescheduled or cancelled, without a full refund to said persons within 15 days of the request for refund.</p>
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2. The main issues of fact and law to be treated collectively have been identified by this Honorable Court in the Authorization Judgment as follows:

<p>(a) Ticketmaster a-t-elle transgressé la LPC et le C.c.Q. par défaut de rembourser les membres dès demande de leur part?</p>	<p>(a) Did Ticketmaster contravene the CPA and the C.C.Q. by its omission to reimburse the class members upon their request?</p>
<p>(b) les membres ont-ils subi un préjudice indemnisable?</p>	<p>(b) Did the Class Members suffer compensable injury?</p>
<p>(c) les membres qui ont obtenu plein remboursement du billet de spectacle ont-ils malgré cela subi un préjudice indemnisable?</p>	<p>(c) Did the Class Member whose ticket was fully refunded suffer nonetheless compensable injury?</p>

(d) le comportement de Ticketmaster rend-elle celle-ci redevable de dommages punitifs?	(d) Is Ticketmaster liable for punitive damages due to its behaviour?
(e) faut-il ajouter des intérêts au remboursement du prix du billet de spectacle?	(e) Must interest be added to the reimbursement of the ticket?

THE DEFENDANTS

3. Live Nation Entertainment, Inc. is an American corporation with its head office located in Beverly Hills, California, USA. It promotes and operates live entertainment events globally. It has a concert promotion division, artist management division, sponsorship division and ticketing division (the ticketing division is principally operated in Canada as “Ticketmaster”). Live Nation’s Concert Division also owns or operates venues, with a number of venues in Canada.
4. Live Nation Canada, Inc. is a Canadian corporation with its head office located in Toronto, Ontario. It is a wholly owned subsidiary of Live Nation Entertainment, Inc. which owns and operates the “Live Nation” venues located in Canada, and promotes and operates events in Canada.
5. Ticketmaster Canada LP is a Canadian corporation with its head office located in Toronto, Ontario. Ticketmaster Canada LP is an indirect, wholly owned subsidiary of Live Nation Entertainment, Inc.
6. Ticketmaster LLC is an American corporation with its head office located in Los Angeles, California, USA. Ticketmaster LLC is an operating company which is directly held by Live Nation Worldwide, Inc.
7. Defendants - together, sell, market and distribute concert, sporting event, and

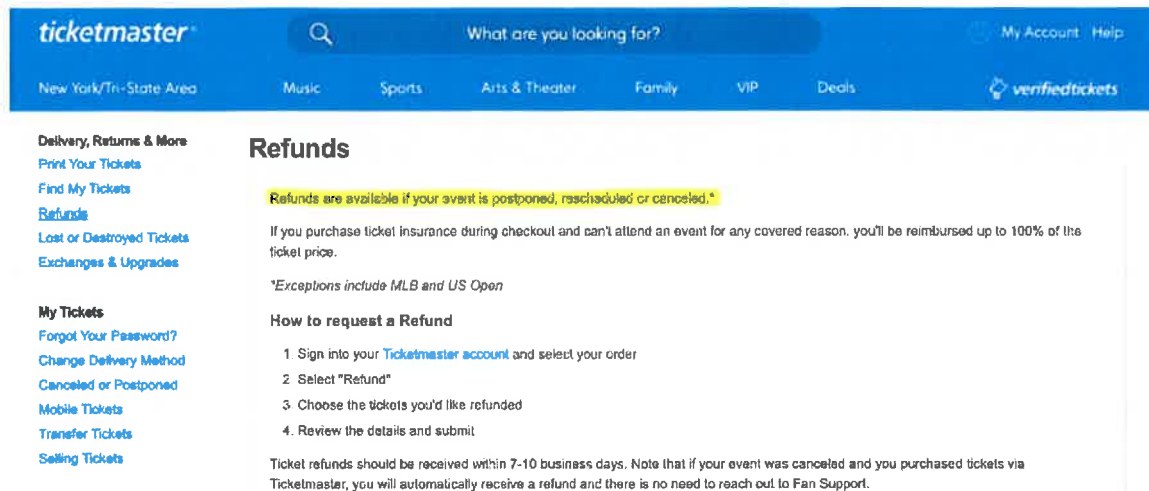
other show or event tickets in many countries, namely in Canada (including Quebec), Plaintiff communicating herewith the *Registraire des entreprises* (CIDREQ) reports and/or relevant corporation registry reports regarding the Defendants, *en liasse*, as **Exhibit P-1**.

8. Defendants are all related entities doing business under different names in Quebec, including Ticketmaster, Réseau Admission, admission.com, and Les Services Ticketmaster Canada (hereinafter collectively "**Ticketmaster**").
9. Through their various "Ticketmaster" (.ca and .com), "admission", and "réseauadmission" websites and online and/or mobile applications, Defendants market and sell various event tickets on the primary market (initial purchase of the tickets) and on the secondary market (resale of the tickets - sometimes known as "Fan-to-Fan") within Canada and Quebec, including sporting events, concerts, festivals, theater, musicals, art events, family events, etc.

THE SITUATION

10. Plaintiff communicates herewith, as **Exhibit P-2 en liasse**, relevant extracts from the Defendants' websites.
11. Plaintiff communicates herewith, as **Exhibit P-3 en liasse**, various news articles which reported on the situation prior to the present legal proceedings having been instituted.
12. As appears from Exhibits P-2 and P-3 and as will be more fully established at trial, before March 12, 2020, Defendants would immediately refund any amounts paid by their customers for concert tickets, shows, etc. (including other purchased services such as parking and VIP packages), if the event in question was either cancelled, postponed or rescheduled, as appears from the screenshot below from the Ticketmaster website at that time - Class Members would therefore purchase said tickets and products under this specific understanding, policy, and

representation:



ticketmaster What are you looking for? My Account Help

New York/Tri-State Area Music Sports Arts & Theater Family VIP Deals verifiedtickets

Delivery, Returns & More
[Print Your Tickets](#)
[Find My Tickets](#)
[Refunds](#)
[Lost or Destroyed Tickets](#)
[Exchanges & Upgrades](#)

Refunds

Refunds are available if your event is postponed, rescheduled or canceled.*

If you purchase ticket insurance during checkout and can't attend an event for any covered reason, you'll be reimbursed up to 100% of the ticket price.

*Exceptions include MLB and US Open

How to request a Refund

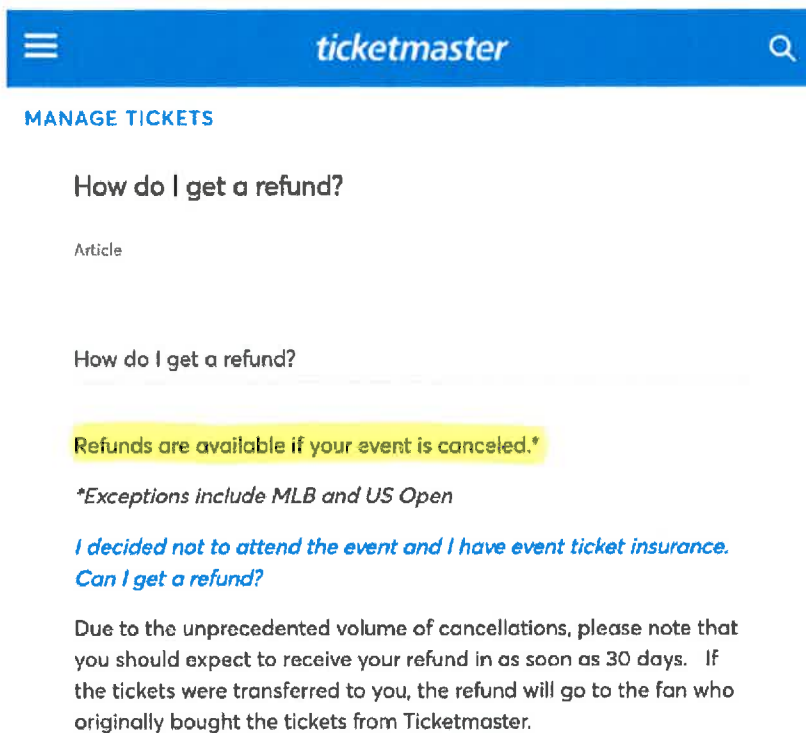
1. Sign into your [Ticketmaster account](#) and select your order
2. Select "Refund"
3. Choose the tickets you'd like refunded
4. Review the details and submit

Ticket refunds should be received within 7-10 business days. Note that if your event was canceled and you purchased tickets via Ticketmaster, you will automatically receive a refund and there is no need to reach out to Fan Support.

My Tickets
[Forgot Your Password?](#)
[Change Delivery Method](#)
[Canceled or Postponed](#)
[Mobile Tickets](#)
[Transfer Tickets](#)
[Selling Tickets](#)

13. On March 11, 2020, the World Health Organization (hereinafter the “WHO”) declared COVID-19 (coronavirus) a pandemic, as appears from the “WHO Director-General's opening remarks at the media briefing on COVID-19 - 11 March 2020” on the organization’s website, communicated hereto as **Exhibit P-4**.
14. During the following days, the federal government and the governments of the various provinces announced a state of emergency due to the international pandemic crisis of COVID-19 affecting people all over Canada and other countries. Accordingly, from that moment on, Canadians across the country were not permitted to participate in public gatherings, events, etc. and no dates or timelines had been announced as to when such large events, concerts, or shows would be possible, since no treatment or vaccine had been developed in order to treat / prevent the coronavirus.
15. On or about March 12, 2020, Defendants abruptly, and without warning or consent, unilaterally changed their refund policy to specify that cancelled events would be refunded only after 30 days (if not longer) and that if an event is deemed by them to be either postponed or rescheduled, it would be up to the organizer (or promoters) of the event to offer a refund or a credit of the ticket purchased, the

whole as more fully appears from extracts from the Defendants' website (P-2). Defendants also modified the client-facing portions of their websites accordingly, as appears from the following screenshot (and as compared to the screenshot above):



16. Accordingly, as of March 12, 2020, the Defendants refused to refund their customers (Class Members), for the amounts paid for event tickets, fees, taxes, parking, etc., regarding postponed or rescheduled events, and this retroactively affecting purchases made by the Class Members before March 12, 2020. Defendants also refused and failed to reimburse the Class Members for cancelled events within the required legal and/or reasonable delay.

17. On April 10, 2020, the Quebec Government instructed and ordered that all major events be cancelled until August 31, 2020, the whole as more fully appears from the Government of Québec release dated April 10, 2020, communicated herewith as **Exhibit P-5**.
18. Going forward for many months/years, the pandemic continued to cause further restrictions in the live events industry, including without limitation the cancellation of events, the imposition of social distancing, the imposition on venue limitation and limitation on the number of spectators, masking obligations, travel limitations, vaccination obligations (after vaccines were actually developed and rolled out more than a year into the pandemic), etc., the whole as will be more fully established at trial.
19. The Class Members who purchased tickets and/or other services from the Defendants never contracted with the event organizers or promoters directly. The Class Members only contracted with and communicated with Defendants in this regard and therefore it is the Defendants who had and have the obligation to refund the Class Members in the case of cancelled, postponed or rescheduled events, namely in all cases when the original event date would no longer occur following the declaration of the pandemic.
20. Defendants' chosen moment to modify the policy and to no longer refund the postponed and rescheduled event tickets could not be more damaging for the Class Members. Indeed, during this pandemic and sanitary crisis, with many Class Members either sick or out of work and with no income for the foreseeable future, said Class Members required their refund immediately for rent and groceries, etc.
21. Furthermore, certain Class Members purchased other products or services when purchasing the event tickets, such as parking at the event venue, VIP packages, etc. Defendants also refused to refund said amounts paid in the case of postponed or rescheduled events.

22. Defendants abusively labeled hundreds of events as either postponed or rescheduled, without providing any indication as to when the events were apparently to take place, the whole representing a blatantly bad faith attempt to withhold and retain the Class Members' money indefinitely.
23. Indeed, Defendants could not confirm if such events would ever occur when they nonetheless labeled said events as postponed or rescheduled, which is misleading and represents bad faith on the part of the Defendants.
24. Following the declaration of the pandemic, Defendants' website also listed certain events as still proceedings as scheduled, whereas it was clear that such events would also need to be cancelled or postponed due to the pandemic and social distancing obligations already in place and those to be imposed in the months that followed. This represents further misleading and abusive actions by the Defendants.
25. After the pandemic was announced, Defendants had absolutely no reasonable grounds to believe that any such events would take place in the foreseeable future. The pandemic was clearly a *force majeure* event and Defendants should have deemed and should have labeled all such events as cancelled and immediately refunded all amounts paid by the Class Members, as per the refund policy in place when the Class Members had made their purchases, and as per the Law. Instead, Defendants decided to illegally withhold and hold hostage the Class Members' money, for their own financial gain and to the detriment of the Class Members' wellbeing.
26. Defendants therefore ultimately held the Class Members' money hostage for many weeks, months, and in some cases years, warranting not only a condemnation to retribute what was paid by the Class Members but also a condemnation in other damages suffered, interest and punitive damages.
27. Even in cases wherein Defendants ultimately decided to refund a Class Member,

said refund was made abusively late, warranting a condemnation in damages.

28. In all cases, Defendants had the obligation to refund the Class Member within a reasonable time after the pandemic was declared and therefore the events had all been cancelled and rendered impossible to hold. Defendants failed in this regard.
29. In addition, after the institution of the present legal proceedings, which acted as a judicial demand for reimbursement, Defendants failed to reimburse the Class Members within a reasonable delay as well.

THE CLAIMS OF THE REPRESENTATIVE PLAINTIFF AND OF THE CLASS MEMBERS

30. On January 29, 2020, Plaintiff purchased two (2) tickets from Ticketmaster for the LP concert originally schedule to take place at Place Bell, in Laval (Quebec), on May 23, 2020. Plaintiff paid the total amount of \$287.50 for said tickets, plus parking at the venue, the whole as more fully appears from his confirmation email from Ticketmaster, copy of which is communicated herewith as **Exhibit P-6**.
31. On March 14, 2020, namely immediately following the coronavirus pandemic being declared, Plaintiff wrote an email to Ticketmaster asking for a refund, the whole as appears from the Plaintiff's exchange of emails with Ticketmaster, a copy of which is communicated herewith as **Exhibit P-7**.
32. The next day, Plaintiff received an answer from Ticketmaster saying that he would receive an email within a few days regarding his event (Exhibit P-7).
33. On April 10, 2020, after waiting for almost a month for the promised reply email from Ticketmaster regarding his refund request, Plaintiff wrote back to Ticketmaster (Exhibit P-7).
34. On April 16, 2020, Ticketmaster replied that the "event is neither cancelled nor

postponed”, that “refunds for cancelled events are processed automatically within 30 days” and that customers do not have to reach out to Ticketmaster in order to obtain a refund (Exhibit P-7).

35. This April 16, 2020 email (P-7) contains clear admissions by the Defendants to the effect that Defendants were failing and refusing to reimburse Class Members within 15 days of a request for a refund, and more abusively, that Defendants were actively “encouraging” Class Members “**not** to reach out directly with a refund request”.
36. On April 20, 2020, Plaintiff received an email from Ticketmaster with subject header indicating “POSTPONED: LP”. Said email contained the following message, representing that the LP concert was “still happening” and that said event had been labeled “postponed”, without confirming a new event date:

Hi live event fan,

Your event is still happening, but at a future date yet to be announced.

LP
Place Bell
NEW DATE: To Be Announced

Hang on to your tickets — we'll email you as soon as the new date is announced.

We are working with the event organizer to identify a new date and we will contact you as soon as we have confirmation. If your event organizer is offering refunds, this option (a refund link) will be visible under the order in your Ticketmaster account. If the refund link is not appearing, the event organizer is not offering refunds at this time. Please note that given the unprecedented circumstances, event organizers are constantly assessing the situation and making determinations regarding refunds. If your event is not currently enabled for refunds, check back later, as this status may change.

Thanks for being a fan!
Ticketmaster Fan Support

Ticketmaster Canada, Attention: 7001, boulevard St-Laurent, Montréal, QC H2S 3E3

[Ticketmaster Canada](#) | [Aide](#) |
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a copy of the said April 20, 2020 email from Ticketmaster to Plaintiff is communicated herewith as **Exhibit P-8**.

37. That April 20, 2020 email (P-8) abusively implied and represented to Plaintiff that a refund was somehow dependent on the discretion of the event organizer to offer or not refunds to the customers.
38. In addition, and as mentioned above, on April 10, 2020, the Quebec Government had already ordered and instructed that all major events be cancelled until August 31, 2020 (Exhibit P-5). Accordingly, Ticketmaster's above-cited April 20, 2020 email was even more abusive and was sent in bad faith under the circumstances.
39. In fact, up until April 20, 2020, Plaintiff's LP concert was still listed by Ticketmaster's website as being scheduled to take place on May 23, 2020, the whole despite the Quebec government's order mentioned above (P-5). Plaintiff received the first postponement email from Ticketmaster only on April 20, 2020, as mentioned above (Exhibit P-8).
40. On May 24, 2020, Plaintiff finally received an email confirming that Ticketmaster had received his refund request, although mentioning that Ticketmaster was still "reviewing" the request to see if it was "eligible" for refund. Accordingly, Ticketmaster was not agreeing to refund the Plaintiff, the whole as more fully appears from the May 24, 2020 email from Ticketmaster to Plaintiff, communicated herewith as **Exhibit P-9**.
41. Weeks later, and instead of processing the refund which Plaintiff had been requesting since March 14, 2020 (P-7), Ticketmaster abusively sent two (2) misleading emails to Plaintiff on June 15, 2020, indicating that his LP concert event had been rescheduled to September 24, **2021** (namely over a year later) and that

Plaintiff's "tickets are still valid for the new date", the whole as more fully appears from the June 15, 2020 emails from Ticketmaster to Plaintiff, communicated herewith as **Exhibit P-10**, *en liasse*.

42. As appears from said P-10 emails, Plaintiff was abusively told that he must request a refund again, although he had already clearly made refund requests previously as mentioned above. The same email also mentioned that the refund will be processed in "as soon as 30 days".
43. Plaintiff tried to ask for the refund again, directly by way of said P-10 email, but said request was blocked by the Ticketmaster system, apparently because his request for a refund was still in progress and notwithstanding the fact that more than the 30 days delay had already expired.
44. Plaintiff then gave instructions to the undersigned attorney on June 29, 2020 to amend the Application for Authorization herein in order to act as proposed Representative Plaintiff, considering the fact that he had still not received his refund for over 3 months after making his first request for a refund.
45. As of June 30, 2020, Plaintiff did not receive another email or notice from Ticketmaster about the refund being processed. Thereafter, without notice, said refund was received by Plaintiff's credit card on July 2, 2020.
46. Incidentally, the LP concert in question, which had first been artificially labelled by Defendants as "postponed" from May 23, **2020** to September 24, **2021** (P-10), did not actually occur on that date either. Defendants later re-labelled the LP concert as "rescheduled", this time pushing it off to April 29, **2022** (namely almost 2 years after the original scheduled concert date the affected Class Members had purchased tickets for).
47. Since the beginning of the COVID-19 pandemic in mid-March 2020, Plaintiff spent a considerable amount of time and was inconvenienced emailing and calling

Ticketmaster many times, asking for a simple refund for a cancelled event, a copy of Plaintiff's Ticketmaster telephone call log, from June 16, 2020 and June 24, 2020, is communicated herewith as **Exhibit P-11**.

48. Plaintiff would not have purchased the tickets if he had known that Ticketmaster would illegally hold his money if and when the event was cancelled, postponed or rescheduled.
49. When Plaintiff purchased his tickets, the Defendants' stated refund policy was that a refund would be given to purchasers of any cancelled, postponed or rescheduled event.
50. This behavior by Ticketmaster represents false representations, willful and intentional omissions of important facts and represents clearly abusive and bad faith conduct given the fact that Class Members were living a stressful situation during this pandemic and required the refunds for other more important purposes such as rent, food, etc.
51. Plaintiff never agreed to await a decision from event organizers or promoters before receiving a refund in the case of event cancellation, postponement, or rescheduling.
52. Plaintiff never agreed to accept anything less than a full and timely refund in the case of event cancellation, postponement, or rescheduling and Ticketmaster cannot impose anything else such as a credit for future event dates or unjustified delays for refund. Defendants clearly failed to respect their legal obligations in this regard.
53. Quebec Law does not provide for such so-called "postponed" or "rescheduled" categories of events. For example, and as we can notice from Sections 54.9, 54.9.1. and 236.6 of the *Consumer protection Act*, Chapter P-40.1 (hereinafter the "**CPA**"), when an event does not take place at the date specified by the contract

(as listed on the ticket), the event is “cancelled” (“*annulé*”) and the consumer can cancel the contract at any time and obtain a refund. That is the only category and option provided for under Quebec law for such sale of event tickets.

54. As stated above, Ticketmaster’s refusal to provide refunds for so-called postponed and rescheduled events is illegal since the Quebec legislator did not create any distinction in the CPA between cancelled, postponed and rescheduled events. According to the interpretation and representations made at the Quebec National Assembly, the CPA considers an event cancelled regardless of the existence of either a new date or a postponement. In other words, if an event cannot take place on the first date on which it was supposed to take place (as listed on the ticket), the event is to be considered “cancelled” for all legal purposes.
55. The CPA indeed provides that upon request of a consumer for a refund for a cancelled event, the merchant has to provide the refund within 15 days after receiving the consumer’s request for cancellation of the contract. Ticketmaster abusively, willfully, blatantly, and intentionally failed to fulfill this obligation, publicly announcing and posting online that it would NOT refund its clients. i.e. that it had pre-decided to refuse to reimburse its clients. In addition, taking over 15 days to reimburse the client is also a violation of the CPA in this regard.
56. Defendants therefore illegally and artificially created the “postponed” and “rescheduled” labels for such events, in an abusive attempt and plan to deceive consumers / purchasers and avoid their legal obligations under the CPA and the Civil Code of Quebec (hereinafter the “**CCQ**”) to timely reimburse the customers for cancelled events.
57. Class Members including Plaintiff have purchased one or more event tickets and/or products such as parking from the Defendants before March 11, 2020 for events that have been cancelled, postponed or rescheduled after March 11, 2020.
58. The Defendants sold various event tickets on the primary and/or secondary

markets, through their respective websites or online applications, to Class Members. These ticket sales were related to events not necessarily scheduled to be held in Quebec (or in Canada for that matter), for example if a Quebec Class Member purchased a ticket for a concert or sporting event to be held in Las Vegas, Nevada (USA).

59. Class Members have the right to be fully reimbursed for any products or services not provided on the dates scheduled at the time of purchase. Many Class Members also actively requested refunds and were still either denied, ignored, misled, or delayed, representing further abusive faults committed by the Defendants.
60. As detailed above, Defendants were in fact actively discouraging Class Members from making a refund request (P-7), which represents abuse and bad faith.
61. Upon being served with the initial Application for Authorization herein, which is dated May 12, 2020, we respectfully submit that Defendants were judicially put on demand to reimburse all the Class Members within a reasonable time (Article 1596 of the CCQ), although we submit that Defendants should have immediately reimbursed the Class Members following the declaration of the pandemic and the governmental directives restricting / cancelling live events which followed. By failing to reimburse the Class Members, Defendants are liable to pay damages, interest and punitive damages, on top of being obliged to retribute what the Class Members paid (namely the amounts pre-paid by the Class Members for the tickets and other services).
62. Class Members have experienced stress, loss of time, and financial anxiety due to the Defendants' illegal and abusive refusal to reimburse them immediately.
63. Class members therefore suffered direct damages by purchasing event tickets from the Defendants and as a result of Defendants faults and abusive omissions.

64. Defendants have been unjustly enriched by their illegal conduct in refusing to immediately reimburse the Class Members and Defendants are in all cases liable to pay interest to the Class Members regarding the amounts abusively and illegally withheld from the Class Members for many weeks, months or years.
65. Defendants had and have the means and the liquidity to offer refunds to the Class Members but they refused to do so for their own financial benefit, holding the Class Members' money hostage.
66. Class Members are therefore entitled to claim the full reimbursement of the purchase price for their event tickets in question, and other related services purchased (such as parking), plus interest and any additional damages and/or costs suffered.
67. Indeed, the Class Member would not have purchased the event tickets at all had they been informed of Defendants' plan to unilaterally and retroactively change its refund policy and not immediately refund them in case of event cancellation, postponement or rescheduling.
68. The global pandemic is not a justification for the illegal, retroactive and unilateral policy modifications by the Defendants, without the Class Members' consent.
69. Class Members never agreed to await a decision from third party event organizers or promoters before receiving a refund in the case of event cancellation, postponement, or rescheduling.
70. Class Members never agreed to accept anything less than a full refund in the case of event cancellation, postponement, or rescheduling and Defendants cannot impose anything else such as a credit for future event dates, nor impose future event dates on the Class Members.
71. Furthermore, Defendants cannot unilaterally subject the Class Members' refunds to the will of third parties, namely event organizers.

72. Plaintiff respectfully submits that Defendants intentionally and in bad faith changed their refund policies for their own financial benefit and at the costs of its customers, making Defendants liable to pay punitive and exemplary damages to Plaintiff and all Class Members, in an amount to be determined by the Court.
73. Indeed, Defendants' said actions show a malicious, oppressive, bad faith, and high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with customers, holding the Class Members and their money hostage. In that event, punitive damages should be awarded to Class Members.
74. The Representative Plaintiff and the Class Members are therefore justified and entitled to claim compensatory and punitive damages against the Defendants.
75. The present action is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

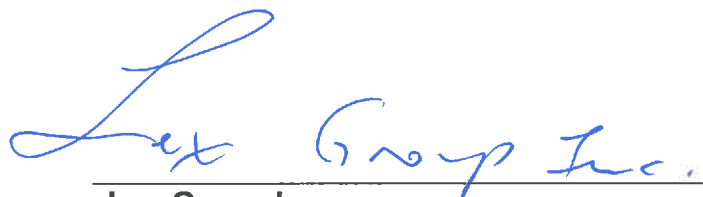
<p>a) ACCUEILLIR l'action collective du demandeur contre les défenderesses au nom de tous les membres du groupe;</p>	<p>a) GRANT the class action of the Plaintiff on behalf of all the Class Members against Defendants;</p>
<p>b) CONDAMNER les défenderesses à payer à chaque membre du groupe des dommages-intérêts compensatoires, incluant non limitativement le plein prix d'achat des billets de spectacle et les autres débours comme par exemple le stationnement, pour achats avant le 11 mars 2020, pour des événements annulés, déplacés ou reportés après le 11 mars 2020, incluant intérêts, dépenses, pertes de temps,</p>	<p>b) CONDEMN the Defendants to pay to each of the Class Members compensatory damages, including without limitation the full purchase price paid for event tickets and other disbursements such as parking purchased before March 11, 2020 for events cancelled, postponed or rescheduled after March 11, 2020, including interest, out-of-pocket expenses, loss of time, inconvenience suffered, and ORDER collective recovery of these amounts;</p>

inconvenients subis, et ORDONNER le recouvrement collectif de ces montants;	
c) CONDAMNER les défenderesses à payer à chaque membre du groupe un montant à être déterminé par le tribunal à titre de dommages punitifs, et ORDONNER le recouvrement collectif de ce montant;	c) CONDEMN the Defendants to pay to each of the Class Members an amount to be determined by the Court in punitive damages, and ORDER collective recovery of this amount;
d) CONDAMNER les défenderesses à payer les intérêts et l'indemnité additionnelle sur les montants ci-haut à partir de la date de signification de la demande d'autorisation;	d) CONDEMN the Defendants to pay interest and additional indemnity on the above amounts from the date of service of the Application for authorization to institute a class action;
e) ORDONNER aux défenderesses de déposer au greffe du tribunal la totalité des montants faisant l'objet du recouvrement collectif, avec intérêts, indemnité additionnelle et frais de justice;	e) ORDER the Defendants to deposit in the office of the Court the totality of the amounts which forms part of the collective recovery, with interest, additional indemnity, and costs;
f) ORDONNER que les réclamations des membres du groupe fassent l'objet d'une liquidation collective si la preuve le permet et alternativement, d'une liquidation individuelle;	f) ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
g) CONDAMNER les défenderesses aux dépens de la présente action y compris les frais d'avis et les frais d'experts;	g) CONDEMN the Defendant to bear the costs of the present action including experts' fees and notice fees;
h) RENDRE toute autre ordonnance que le tribunal déterminera dans l'intérêt des membres du groupe;	h) RENDER any other order that this Court shall determine and that is in the interest of the Class Members;
i) LE TOUT avec intérêt plus l'indemnité additionnelle édictée au Code civil du Québec, plus tous les frais de justice incluant les honoraires des experts et des frais d'avis aux membres du groupe;	i) THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including experts' fees and publication fees to advise Class Members;

j) **LE TOUT** avec frais de Justice.

j) **THE WHOLE** with legal costs.

MONTREAL, August 26, 2022



Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for the
Representative Plaintiff

4101 Sherbrooke St. West

Westmount, (Québec), H3Z 1A7

Telephone: 514.451.5500 ext. 321

Fax: 514.940.1605

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Plaintiff(s) has filed this application in the office of the Superior Court of Quebec in the judicial district of Montreal.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal, situated at 1, Notre-Dame Est, Montréal, Québec within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Plaintiff's lawyer or, if the Plaintiff is not represented, to the Plaintiff.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a Plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the Plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the application, the Plaintiff intends to use the following exhibits:

- Exhibit P-1:** *Registraire des entreprises (CIDREQ) reports and/or relevant corporation registry reports regarding the Defendants, en liasse.*
- Exhibit P-2:** Extracts from Defendants' websites, *en liasse.*
- Exhibit P-3:** Various news articles, *en liasse.*
- Exhibit P-4:** "WHO Director-General's opening remarks at the media briefing on COVID-19 - 11 March 2020".
- Exhibit P-5:** Government of Québec release dated April 10, 2020.

- Exhibit P-6:** Plaintiff purchase confirmation email from Ticketmaster dated January 29, 2020.
- Exhibit P-7:** Plaintiff's email exchange with Ticketmaster Canada, dated March 14 to April 16, 2020.
- Exhibit P-8:** Email from Ticketmaster to Plaintiff, dated April 20, 2020
- Exhibit P-9:** Email from Ticketmaster to Plaintiff, dated May 24, 2020
- Exhibit P-10:** Emails from Ticketmaster to Plaintiff, dated June 15, 2020, *en liasse*.
- Exhibit P-11:** Copy of Plaintiff telephone call log to Ticketmaster, dated June 16 and June 24, 2020.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, August 26, 2022

A handwritten signature in blue ink that reads "Lex Group Inc." is written over a horizontal line.

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Representative
Plaintiff

N^o.: 500-06-001066-204

**(CLASS ACTIONS)
SUPERIOR COURT**

**PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

TRACY PATTERSON

Plaintiff

v.

**TICKETMASTER CANADA HOLDINGS ULC
ET AL.**

Defendants

ORIGINATING CLASS ACTION APPLICATION

ORIGINAL

Me David Assor

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