

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(Class Action Division)
SUPERIOR COURT

No.: 500-06-001066-204

TRACY PATTERSON

Plaintiff

v.

TICKETMASTER CANADA HOLDINGS ULC
et al.

Defendants

APPLICATION FOR APPROVAL OF CLASS COUNSEL FEES
(Article 590 C.C.P. and Article 32 of an Act respecting the Fonds d'aide aux
actions collectives, CQLR c. F-3.2.0.1.1.)

**TO THE HONORABLE JUSTICE PIERRE NOLLET OF THE SUPERIOR COURT OF
QUEBEC, DISTRICT OF MONTREAL, DESIGNATED TO PRESIDE OVER THE
PRESENT CLASS ACTION, THE PLAINTIFF RESPECTFULLY SUBMITS THE
FOLLOWING:**

INTRODUCTION

1. On July 10, 2020, Plaintiff filed his *Amended Application for Authorization to Institute a Class Action* against multiple Defendants including Defendant Internet Referral Services LLC (hereinafter "**Internet Referral Services**", or "**IRS**" or "**Defendant**"), before the Superior Court of Québec, District of Montreal, on behalf of the following proposed class:

All persons in Canada, who purchased before March 11, 2020 one or more tickets from one of the Defendants for an event scheduled to take place after March 11, 2020, which event was subsequently either postponed, rescheduled or cancelled, without a full refund being timely provided by Defendants, or any other Group(s) or Sub-Group(s) to be determined by the Court;

2. This action arises from the alleged refusal by multiple first and second market event ticket providers to provide timely refunds to consumers shortly after the March 2020 Covid-19 pandemic was declared, regarding events which were either cancelled, rescheduled or postponed due to the Covid-19 restrictions.
3. On November 9, 2021, Plaintiff entered into a settlement in principle with IRS regarding all persons in Quebec who purchased before March 11, 2020 at least one or more Tickets from IRS to at least one or more events scheduled to take place after March 11, 2020, which events were subsequently either postponed or rescheduled. The settling parties continued their negotiations for many months thereafter, ultimately arriving at a formal transaction agreement in April 2022, the whole as appears more fully from a copy of the Settlement Agreement entitled "Settlement Agreement, Transaction and Release", which has already been communicated and filed herein as **Exhibit R-1**, together with its schedules and French translation (the "**Settlement Agreement**", or the "**IRS Settlement Agreement**", or the "**Transaction**").
4. The definitions set out in the Settlement Agreement apply and are incorporated herein.
5. On April 13, 2022, this Honorable Court authorized the class action, for settlement purposes, on behalf of the following amended group:

"All persons in Quebec, who purchased before March 11, 2020 one or more tickets from Internet Referral Services LLC for an event scheduled to take place after March 11, 2020, which event was subsequently postponed or rescheduled, without a full refund being provided by Internet Referral Services LLC.;"
6. The said Judgment also appointed Velvet Payments as Claims Administrator and ordered it and the Parties to disseminate notices to the Class, which was indeed properly completed.
7. As already appears from the Court record, the Claims Administrator Velvet Payments filed a detailed report setting out the details of the notice program conducted pursuant to the April 13, 2022 Judgment.

APPROVAL OF THE SETTLEMENT AND THE FINAL CLAIMS ADMINISTRATION REPORT

8. On June 10, 2022, the Parties sought this Honorable Court's approval of the entire Settlement Agreement, including the approval of the Class Counsel Fees, the whole as more fully appears from a copy of the "Application to Approve a Class Action Settlement and for Approval of Class Counsel Fees" dated June 10, 2022, communicated herewith as **Exhibit R-2** (the "**IRS Settlement Approval Application**").
9. By letter to the Court dated June 16, 2022, the *Fonds d'aide aux actions collectives* (the "**FAAC**") detailed its position regarding the IRS Settlement Approval Application, including the Class Counsel Fees aspect, a copy of which is communicated herewith as **Exhibit R-3**.
10. That IRS Settlement Approval Application was fully pled and argued by all Parties, including the FAAC, on June 17, 2022 before the Honorable Justice Pierre-C. Gagnon.
11. At the conclusion of that hearing, and after all arguments had been submitted, the Honorable Justice Gagnon took the entire matter of IRS Settlement approval and Class Counsel Fees approval under advisement at the end of that June 17, 2022 hearing.
12. The Honorable Justice Gagnon ultimately rendered a decision on July 26, 2022 approving the IRS Settlement and "postponing" his judgment on the Class Counsel Fees aspect until after the Final Administration Report had been issued and filed by the Claims Administrator, as appears from the Court record.
13. The Claims Administrator Velvet Payments issued its Final Administration Report on January 30, 2023, which was communicated to the Court on February 2, 2023, the whole as more fully appears from a copy of the Claims Administrator Velvet Payments' Final Administration Report dated January 30, 2023, together with the undersigned attorneys email sent on February 2, 2023, communicated herewith, *en liasse*, as **Exhibit R-4**.

SUMMARY OF THE COURT APPROVED SETTLEMENT

14. The Settlement Agreement was entered into after extensive arm's length discussions and negotiations between the Plaintiff and Defendant.
15. The Settlement Agreement provides for the following relief to the Class:
- a) Each Eligible Member received the option to either:
 - (i) retain his or her Ticket(s); or
 - (iii) cancel the contract by which he or she purchased his or her Ticket(s) and obtain the restitution of his or her corresponding prestation, namely receiving a full refund of their entire Order, including any add-on items paid as a result of using IRS' Websites in relation with the event, in exchange for the return of their valid ticket(s), at the Eligible Member's option;
16. As part of the negotiated Settlement, the full refund option was also offered to the so-called IRS Transition Settlement Class Members, even before the Settlement was approved by the Court, the whole in order to ensure that all relevant Class Members had the full opportunity to recuperate their full purchase price, an option which was not available to them otherwise beforehand. Those were the negotiated benefits and compensation offered by the Settlement to 100% of the settlement class.
17. The Parties also agreed to appoint Velvet Payments to implement the post-approval portion of the notice plan and the eventual claims process.
18. Pursuant to the Settlement Agreement, Defendant bears the internal costs of the claims process, on top of any fees or costs payable to the Claims Administrator (including any costs related to notifications, the settlement website, etc.).
19. As mentioned above, the Court approved the IRS Settlement on July 26, 2022.

APPROVAL OF CLASS COUNSEL FEES

20. The Professional Mandate & Attorneys' Fee Agreement was signed by Plaintiff and Class Counsel on June 29, 2020.
21. According to Section 7 of Settlement Agreement, Class Counsel are asking this Honorable Court to approve payment by IRS of an amount representing all expenses, disbursements, and fees, namely \$31,500 USD (plus GST and PST). The parties have **renounced** to the alternative method of calculating the Class Counsel fees at Section 11.1 of the Settlement.
22. Consistent with the Settlement Agreement as well, Class Counsel and the Parties are requesting that this Honorable Court approve this amount in Class Counsel Fees, which the Defendant has agreed to pay.
23. The said fees are more than reasonable under the circumstances of this case, given the amount of time spent and invested by Class Counsel in instituting and pursuing this matter, and in negotiating and concluding the settlement.
24. In addition, since the signing of the Settlement Agreement - including after its approval by this Honorable Court, Class Counsel devoted significant time to answer and address Class Members' queries, issues, and comments directly, to maintain and update their firm website www.lexgroup.ca (both in French and in English), to update the Quebec Class Action Registry, to inform Class Members on the settlement process, to communicate with the attorneys for the Defendant, to communicate with the Claims Administrator, and to facilitate the issuance of the Claims Administrator's Final Administration Report (R-3).
25. Finally, Class Counsel have not received any funding from *the Fonds d'aide aux actions collectives* in the present matter.

The Professional Mandate & Attorneys' Fee Agreement with the Plaintiff

26. The Professional Mandate & Attorneys' Fee Agreement signed with the Plaintiff provides for the following calculation of Class Counsel Fees:

"2. The Representative hereby consents to have his/her attorneys withhold, retain and keep as payment on any amount of money received on behalf of himself/herself and on behalf of all other members of the group:

a. all disbursements incurred;

and

b. attorneys' fees with regard to the present class action of the higher of the following two calculations:

(i) an amount equal to thirty-three percent (33%) of the total amount received, including interest, from any source whatsoever, whether by settlement or by judgment;

or

(ii) an amount equal to multiplying the total number of hours worked on by the attorneys or other professionals in accordance with their hourly rates, which range between \$350 and \$750 per hour. This amount will then be multiplied by a multiplier 3.5 to arrive at the total fee. (The hourly rates are reviewed from time to time)

and

c. all applicable taxes on said amounts in paragraphs (a) and (b).

These attorneys' fees extend to all sums received for and in the name of the whole group affected by the present class action (or potentially received if determined on a collective basis) and are in addition to the judicial fees that can be attributed to the attorneys. In the case where a specific amount of money is not awarded collectively, whether by settlement or by judgment, or where each class member is compensated only for their individual claim, section b. (i) above shall be read to mean thirty-three percent (33%) of the total value as if every possible class member made such a claim."

27. At the time the Parties reached their settlement in principle herein, the total dollar value of the Tickets which had not yet been reimbursed to the clients was **USD \$233,099.85** (namely the Tickets concerning which the option to receive a full refund

would be provided pursuant to the Settlement – all purchases in question having been made in USD).

28. As per clause 2 of the Professional Mandate & Attorneys' Fee Agreement signed by the Plaintiff, 33% of said amount would represent USD \$76,922.95 (plus taxes and disbursements).

29. Accordingly, the agreed upon Class Counsel Fees being submitted for approval represent a reduction and compromise as compared to what the Plaintiff agreed to as being reasonable in the Professional Mandate & Attorneys' Fee Agreement.

30. As of June 10, 2022, namely the date of original IRS Settlement Approval Application (R-2), the straight docketed time of Class Counsel in this matter, was the following, for a total of \$483,850 (plus taxes) in fees, plus \$7,649.62 (taxes included) in disbursements:

| Lawyer | Total Time Spent in Hours | Hourly Rate |
|-------------------------------|---|-------------|
| David Assor | 445.30 h | \$750 |
| Joanie Lévesque | 426.50 h | \$350 |
| Thu-Dieu Pham-Luu (Stagiaire) | 3 h | \$200 |
| | | |
| Total hours: | 874.80 h | |
| | (39.40 h of which were related to this particular settlement) | |
| Total Disbursements: | \$7,649.62 (taxes included) | |

31. After June 10, 2022, the undersigned attorneys prepared for and presented the Vivid Settlement Approval Application (during the June 17, 2022 hearing), received and applied the June 26, 2022 Settlement approval judgment which provided for a notice program to Class Members, and completed all required calls, emails, tasks, steps, and work in relation to implementing the Settlement together with IRS' counsels and the Claims Administrator.

32. Accordingly, the requested amount of Class Counsel Fees under the Settlement Agreement is lower than what was agreed to in the Professional Mandate & Attorneys' Fee Agreement signed with the Plaintiff. It also represents a more than reasonable percentage of the total amount potentially reimbursed to class members pursuant to the Settlement. In addition, and according to case law, the calculation of the total settlement value would take into account not only this amount to be potentially distributed, but also the administration costs, the publication/notification costs, and the Class Counsel Fees¹.
33. No additional fees or disbursements are being requested by Class Counsel for the work completed after the signing of the Settlement Agreement, which included the work for the preparation, filing and pleading of the Settlement Approval Application (including the filing of a detailed argument plan with case law and a full hearing in Court), and the post approval work completed by Class Counsel.

The Experience of the Attorneys

34. Me David Assor (member in good standing of the Quebec Bar since 2001) has practiced general commercial and civil litigation since 2001 and specialized in plaintiff-side class action litigation since 2005. In 2011, Me Assor created the law firm of Lex Group Inc. which is also specialized in litigation in general and class actions in particular. As such, a vast majority of class counsel's work is in class actions which are all done on a contingency basis, meaning that for cases that are not successful, the firm receives no payment for work performed, which in some cases is quite significant.
35. Me Assor is also a repeat contributor / writer on class action issues and case law on the legal research website *La référence* and is a repeat guest lecturer on the topics of class actions and privacy law at the McGill University Faculty of Law. In this regard, Me Assor recently acted as the moot Court Judge in the context of the McGill

¹ Zuckerman c. Target Corporation Inc., 2018, QCCS 2276, par 33 and footnote 16; Rabin c. HP Canada Co., 2019 QCCS 1511, par. 26 and footnote 6;

University Faculty of Law Class Actions class, which was taught by the Honorable Justice Shaun Finn.

36. Me Assor has been a sitting member of the Quebec Bar's Disciplinary Committee since 2016, has been a member of the board of directors of the Lord Reading Law Society since 2016 (former Bar Liaison), has sat as a member of the Bar of Montreal's Access to Justice in the English Language Committee from 2016 to 2019, was a member of the Advocates' Society, and was named a Governor of the Quebec Bar Foundation in 2020.

37. Aside from Me Assor who has handled this matter since its original filing, the other professional(s) listed above were junior attorneys or professionals who worked exclusively for Lex Group Inc. at the relevant time.

38. At all relevant times, Lex Group Inc. paid regular salaries to said junior professionals all the while continuing to prosecute this class action, and other class actions, without any guarantee of compensation.

Time Dedicated

39. Since 2020 in the present matter, Class Counsel has dedicated significant time and disbursements to the present file, as detailed above, all without any guarantee of payment.

40. At all times, Class Counsel conducted the required legal research and dealt with the Class Members who were interested in the case.

41. The process of finalizing the Settlement Agreement continued for many months following the achievement of a settlement in principle. Further work was also undertaken in anticipation of the notice approval and the settlement approval hearing (including the preparation and pleading of the IRS Settlement Approval Application and of the present Application).

42. Further, Class Counsel will remain available to any Class Members who might be calling and/or e-mailing Lex Group Inc. in the future in this matter and concerning this Settlement.

The Importance of the Issue

43. Consumer protection issues are directly related to the access to justice of several thousands of persons.

44. Often, claims of this nature involve relatively small sums of money for which individuals are not ready to initiate a lawsuit. It is one of the reasons why a class action is often the only way to obtain justice against large companies or institutions.

45. If it were not for this class action, many Class Members would not have been likely to institute individual actions to recover damages.

46. The present proceedings were novel and therefore high-risk since they dealt with the new questions related to *force majeure* and the COVID-19 pandemic's effect on the event tickets industry.

The Difficulties of this Case

47. Some of the difficulties of litigating this case at trial would have been for the Plaintiff to prove to the Court:

- a. that the Defendant contravened their legal and/or contractual obligations following the announcement of the global COVID-19 pandemic; and
- b. that the Class Members had suffered compensable, moral and/or punitive damages as a result thereof, none of which was admitted.

48. These claims would have been the subject of extensive debate and contestation.

49. These important questions would have also required extensive testimony including possible expert evidence.

The Risk Assumed

50. As is oftentimes the case in class actions, the risk of success or failure was borne entirely by Class Counsel. In the present matter, Class Counsel took on the entire case on a contingency basis.
51. This meant that neither the Plaintiff nor any Class Members were asked to contribute any fees for the time spent on the file, nor for any of the disbursements made on their behalf by Class Counsel.
52. Further, the Professional Mandate & Attorneys' Fee Agreement provides the following:
 5. The parties agree that neither the Representative nor the members of the group will be required to pay any fees, disbursements, or costs other than those provided for in paragraph 2 of the present Agreement.

The Professional Services are Unusual and Require Specific Expertise

53. There are only a small number of attorneys who take on class action matters in Quebec and Canada.
54. This type of work requires particular expertise and professionalism.
55. Often, in this type of work, communication with the public and media is also necessary (e.g. by communicating with Class Members, maintaining and updating a website, being interviewed and issuing press releases, etc.). This requires the firm to be more proactive in order to protect the interests of the Class Members.

The Result Obtained

56. As mentioned above and in the Settlement Agreement, Class Members were all offered the ability and option to request a full reimbursement of their Order. They did not have to wait for a final Judgment on the merits of the case, after a contested trial and any appeals, in order to regain the amounts disbursed before the pandemic.

57. The notice program, which was approved and ordered by the Court, and which was been implemented by Velvet Payments, increased the likelihood that a great majority of the potential claimants under the Settlement were properly notified and were able to participate in the settlement.

Fees Not Contested

58. The Defendant does not oppose the request for Class Counsel Fees and Defendant agree to pay said amount.
59. The undersigned attorneys respectfully submit that said requested Class Counsel Fees, which include all disbursements, are fair and reasonable under the circumstances and considering the significant and beneficial results obtained for the Class Members.
60. Furthermore, as mentioned above and in the Settlement Agreement, Defendant agrees to pay the said Class Counsel Fees above and beyond the other relief and benefits that the Settlement offers to Class Members. Accordingly, the Class Members are not being asked to support any portion whatsoever of the Class Counsel Fees and were able to receive full relief under the Settlement Agreement.

CONCLUSION

61. The Court has already approved the Settlement Agreement reached between the Parties given that it is more than reasonable, appropriate and in the best interests of the Parties and the Class Members, and considering the complexities of the proceeding and the risk faced by the Plaintiff and by Class Counsel going forward.
62. In reaching this settlement, Class Counsel and Plaintiff engaged in lengthy negotiations.
63. Plaintiff respectfully submits that the Court approved Settlement Agreement allowed for a quick and easy form of relief and compensation for the Class Members, which involved each eligible Class Member being offered the option to receive a full refund.

64. The amount being requested as Class Counsel Fees represents a very modest amount that is more than reasonable and justifiable under the circumstances of the present class action, in order to compensate Class Counsel which secured the Settlement that provided the offer of a full refund for all of the eligible Class Members under the Settlement.

- Chetrit c. Société en commandite Touram, 2020 QCCS 51, par. 36-38 :

[36] Il s'agit ici d'une action collective dont l'ampleur est relativement petite. En considération de ceci, les avocats paraissent avoir collaboré raisonnablement pour limiter le processus procédural et pour en venir à un règlement à l'amiable qui soit acceptable et approuvable.

[37] En tel contexte, l'avocat des membres doit avoir des attentes modestes quant au montant d'honoraires qu'il pourra justifier, pour respecter la proportionnalité avec ce que touchent collectivement les membres. Par contre, il est raisonnable que l'avocat touche alors une rémunération s'approchant de la limite maximale se situant entre 30 % et 35 %. On est loin des économies d'échelle observées dans des dossiers impliquant des millions de dollars.

[38] L'avocat n'a touché aucune rémunération depuis l'ouverture du dossier. Il n'a reçu aucune assistance financière du Fonds d'aide aux actions collectives.

- Therrien c. Sony Interactive Entertainment, 2021 QCCS 2823, par. 35:

[35] À titre d'exemple, lorsque le montant du règlement ou du jugement est très élevé ou lorsque le règlement survient rapidement, un pourcentage élevé peut mener à un résultat déraisonnable. À l'inverse, si le montant du règlement est faible, par exemple lorsque le nombre de membres est moins important que prévu, un pourcentage élevé pourrait être justifié pour éviter de sous-compenser les avocats du groupe.

65. The requested Class Counsel Fees represent less than what the Professional Mandate & Attorneys' Fee Agreement signed by the Plaintiff provides, reflect the time and disbursements expended by Class Counsel, the complexities of the proceeding and the risk faced by the Plaintiff and by Class Counsel, and the significant benefits offered by the Settlement. As such, we respectfully submit that the Class Counsel Fees are fair and reasonable and ought to be approved.

66. As mentioned above, according to Section 7 of Settlement Agreement, Class Counsel are asking this Honorable Court to approve payment by IRS of a modest amount representing all expenses, disbursements, and fees, namely \$31,500 USD (plus GST and PST). The parties have **renounced** to the alternative method of calculating the Class Counsel fees at Section 11.1 of the Settlement.
67. As mentioned above as well, all relevant ticket purchases were made by the class members in USD. The Settlement therefore provided for the Class Counsels Fees to be paid in USD as well (plus applicable taxes).
68. This Honorable Court has the authority to approve and homologate the agreement by the settling parties to have the Class Counsel Fees paid in USD. This was done for example in *Landry c. Concordia International Corp.*, 2018 QCCS 4641, par 60.
69. That being said, in their February 2, 2023 email to the Court, a copy of which is communicated herewith as **Exhibit R-5**, the parties jointly respectfully submitted and reiterated that the Court can approve the Class Counsel Fees in USD by way of simply homologating what the Settlement Agreement itself provides for, and *de bene esse*, the parties confirmed that they agree that USD \$31,500 equals CAD \$42,037.42 (plus GST and PST in all cases of course) and that a declaratory conclusion to that effect can be made by the Court, if the Court prefers to proceed as such.
70. The R-5 email also confirms that the parties have agreed that the delay to pay the Class Counsel Fees would be 15 days from the Judgment to intervene.

**POUR CES MOTIFS, PLAISE AU FOR THESE REASONS, MAY IT PLEASE
TRIBUNAL DE: THE COURT TO:**

ORDONNER que les définitions **ORDER** that the definitions found in the apparaissant dans l'Entente de règlement, Settlement Agreement, Transaction and transaction et quittance de transaction Release find application in the present s'appliquent au présent jugement, à moins Judgment, except if specifically modified qu'elles ne soient expressément modifiées herein; dans les présentes;

ACCUEILLIR la présente *Demande* **GRANT** the present *Application* for *d'approbation des Honoraires des Avocats* *Approval of Class Counsel Fees*; *du Groupe*;

APPROUVER le paiement des Honoraires des Avocats du Groupe comme il est indiqué à l'article 7 de l'Entente de règlement, transaction et quittance, soit la somme de USD 31,500\$, plus TPS et TVQ, dans les quinze (15) jours de la date du jugement à intervenir;

APPROVE that the Class Counsel Fees be paid as outlined in Article 7.2 of the Settlement Agreement, Transaction and Release, namely the amount of USD 31,500 plus GST and PST, within fifteen (15) days from the date of the Judgment to intervene;

LE TOUT sans frais de justice, sauf en cas de contestation.

THE WHOLE without legal costs, except in the case of contestation.

MONTREAL, MARCH 2, 2023



Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

4101 Sherbrooke St. West

Westmount, (Québec), H3Z 1A7

Telephone: 514.451.5500 ext. 321

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SOLEMN DECLARATION

I, the undersigned, **David Assor**, attorney, practicing law at the offices of Lex Group Inc., situated at 4101 Sherbrooke Street West, in the City of Westmount and District of Montreal, do hereby solemnly declare:

1. THAT I am one of the attorneys for the Plaintiff in the present case;
2. THAT I have taken cognizance of the APPLICATION FOR APPROVAL OF CLASS COUNSEL FEES, that and the facts alleged therein are true and accurate to my knowledge;
3. THAT said Application and the present solemn declaration are made in good faith.

AND I HAVE SIGNED:



David Assor

Solemnly declared before me at Montreal,
this 2nd day of March, 2023



Attorney 193200-4

Commissioner of Oaths for the district
of Montreal

NOTICE OF PRESENTATION

To:

Me Éric Préfontaine
 Me Jessica Harding
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TAKE NOTICE that the foregoing APPLICATION FOR APPROVAL OF CLASS COUNSEL FEES will be presented before the Honorable Justice Pierre Nollet of the Superior Court of Quebec, on a date and time as the Court shall advise.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, MARCH 2, 2023



Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

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David Assor

From: David Assor
Sent: March 2, 2023 5:28 PM
To: 'eprefontaine@osler.com'; Harding, Jessica; Frikia Belogbi; Nathalie Guilbert
Cc: 'jlortie@MCCARTHY.CA'
Subject: Notification: (IRS SETTLEMENT) 500-06-001066-204 (Tracy Patterson vs. Ticketmaster Canada Holdings & al)
Attachments: R-1.PDF; R-2.pdf; R-3.pdf; R-4.pdf; R-5.pdf; IRS_Application for approval of class counsel fees.pdf



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| EXPÉDITEUR / SENDER | | | |
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NATURE DU DOCUMENT NOTIFIÉ / NATURE OF DOCUMENT NOTIFIED

| | |
|---|---|
| Numéro de Cour / Court Number | 500-06-001066-204 |
| Noms des parties / Name of the parties | Tracy Patterson vs. Ticketmaster Canada Holdings & al |
| Nature du document notifié / Nature of Document notified | -(IRS) APPLICATION FOR APPROVAL OF CLASS COUNSEL FEES -Exhibits R-1 to R-5 |

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

(CLASS ACTION DIVISION)
SUPERIOR COURT

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

TRACY PATTERSON

Plaintiff

vs.

TICKETMASTER CANADA HOLDINGS ULC et al.

Defendants

APPLICATION FOR APPROVAL OF CLASS
COUNSEL FEES

ORIGINAL

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