

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT  
(Class Action)

---

NO: 500-06-001066-204

TRACY PATTERSON

Plaintiff

-vs-

STUBHUB, INC.  
-and-  
STUBHUB CANADA LTD.

Settling Defendants

---

---

**SWORN STATEMENT**

---

I the undersigned, Judith S.H. Hom, Ph.D., Esq., having my professional address at 2049 Century Park East, Suite 690, Los Angeles, California. 90067, do solemnly declare that:

1. I am currently Deputy General Counsel-Litigation for StubHub Inc. and StubHub Canada Ltd. (collectively "**StubHub**"), and have been working for StubHub since February 15, 2021.
2. I confirm that as it concerns Stubhub, the Transaction has been duly implemented and executed.
3. The Notice of the Approval of the Transaction was communicated to Eligible Members by the claims administrator Velvet Payments in accordance with Schedules C – *Avis d'Approbation de la Transaction/ Notice of Approval of the Transaction* and Schedule D – *Avis abrégé d'Approbation de la Transaction/Short Form Notice of Approval of the Transaction*, in both French and English languages, as appropriate;
4. On September 15, 2022, StubHub made the payment of CAD \$ 40,000.00 plus GST and QST, representing Class Counsel Fees as per paragraphs 57 and 106 of the Judgment dated July 26, 2022 and paragraphs 50 to 53 of the Transaction Agreement, as appears from Appendix A;
5. On November 17, 2022, StubHub received from the Claims Administrator the list of 20 approved claims for either a cash or a credit refund.

6. The criteria that were applied as per the Transaction were that the User of the StubHub Services:
  - a) Had a Quebec billing address associated with his or her Account at the time of purchase of the Ticket(s);
  - b) Purchased before March 11, 2020 at least one or more Tickets from StubHub to at least one or more events scheduled to take place after March 11, 2020, which events were subsequently either cancelled, postponed or rescheduled;
  - c) Has not already been granted a refund or not already used, in its entirety or in part, the credit that they had received previously for such Tickets; and
  - d) Has not already used the Tickets to attend the events to which the Tickets grant access.
7. Tickets were purchased in both CAD and USD currency and were refunded in both currencies.
8. On December 9, 2022, credits were issued in CAD or USD currency, depending on the currency of the ticket(s) being credited, to those Eligible Members having selected a credit.
9. By January 8, 2023, (Reparation Date for Quebec Events), all Eligible Members had received either a Cash refund or a Credit pursuant to the Settlement Agreement (R-1).
10. However, on or about May 15, 2023, it came to the attention of StubHub that a few Eligible Members who had requested a cash refund had mistakenly been granted a 120% credit instead.
11. As a result, the concerned Eligible Members were all contacted to confirm if they wished to keep the credit or if they preferred a cash refund and when applicable, the credit was changed to a cash refund.
12. Cash refunds were issued in USD currency, starting December 9, 2022. The last Cash refund in USD currency was delivered on June 2, 2023.
13. Cash refunds were issued in CAD currency on June 8, 2023.
14. The total CAD value of the Cash refunds reimbursed to Eligible Members was \$ 621.70.
15. The total USD value of the Cash refunds reimbursed to Eligible Members was \$ 3,195.48.
16. The total CAD value of the Credits issued to Eligible Members was \$ 852.06.
17. The total USD value of the Credits issued to Eligible Members was \$ 4,287.08.

18. I am informed that on December 28, 2022, counsel for StubHub made the payment of CAD \$18,409.81 for the portion of the Claims Administration expenses to be paid by StubHub as per paragraph 9 of the Transaction Agreement, as appears from Appendix B;

19. I am informed that on June 16, 2023, Counsel for StubHub made the payment of CAD \$ 228.47 to the Fonds d'aide aux actions collectives, pursuant to paragraph 82 of the Judgment dated July 26, 2022, as appears from Appendix C;

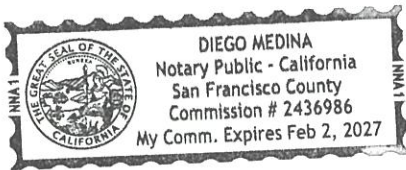
20. I make this affidavit to render account of the implementation and execution of the Transaction as it concerns StubHub and for no other purpose.

AND I HAVE SIGNED

Solemnly affirmed before me at San Francisco, USA, this ●, 2023

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Judith S.H. Hom



SEE NOTARY ATTACHMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 20<sup>th</sup>  
day of June, 2023, by Judith S. H. Hom

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Diego

**NO.: 500-06-001066-204**

**SUPERIOR COURT  
(Class Action)  
DISTRICT OF MONTRÉAL**

**TRACY PATTERSON**

Plaintiff

- v. -

**STUBHUB INC.**

and

**STUBHUB CANADA LTD.**

Settling Defendants

**SWORN STATEMENT OF  
JUDITH S.H. HOM**

**ORIGINAL**

BO-0042

# 1001138858

**Mtre. François-David Paré**  
**NORTON ROSE FULBRIGHT CANADA LLP**  
BARRISTERS & SOLICITORS

1 Place Ville Marie, Suite 2500  
Montréal, Quebec H3B 1R1  
Telephone: 514.847.4948  
Fax: 514.286.5474

[francois-david.pare@nortonrosefulbright.com](mailto:francois-david.pare@nortonrosefulbright.com)  
[Notifications-mtl@nortonrosefulbright.com](mailto:Notifications-mtl@nortonrosefulbright.com)