

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

(Class Action Division)
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 ENTERTAINMENT INC.

-and-

LIVE NATION WORLDWIDE INC.

Defendants

**APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT AND FOR
APPROVAL OF CLASS COUNSEL FEES
(TICKETMASTER SETTLEMENT)**

(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 – PROCEDURAL HISTORY IN THE FILE

1. The Class Action deals with the Defendants' alleged default in refunding (or even offering refunds to) ticket purchasers, regarding events, concerts and shows which

were either cancelled, rescheduled or postponed due to the Covid-19 restrictions that began in mid-March 2020.

2. The present legal proceedings were instituted on May 12, 2020, against three (3) Ticketmaster and Live Nation Defendants.
3. On July 10, 2020, Plaintiff was substituted by amendment for the previously proposed representative Plaintiff, by filing his *Amended Application for Authorization to Institute a Class Action* against multiple other defendants in the ticket sales industry, as well including four (4) additional Ticketmaster and Live Nation Defendants in the Ticketmaster family of companies (hereinafter, all above listed Ticketmaster and Live Nation Defendants are collectively referred to as “**Ticketmaster**”). The Amended Application for Authorization was filed 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;

Indeed, Plaintiff had purchase from Ticketmaster concert tickets, namely before March 11, 2020, for a concert that was subsequently postponed multiple times after March 11, 2020, without receiving what he alleges to be a timely refund notwithstanding multiple requests and communications by the Plaintiff to Ticketmaster.

4. Although Plaintiff settled the Class Action with regard to other separate defendants, before the authorization hearing, Ticketmaster fully contested the Application for Authorization, as more fully detailed below.
5. On July 23, 2020, Plaintiff filed an Application to suspend a similar class action proceeding filed by Janie Desjardins (represented by a different law firm – LPC Avocat Inc.) bearing Court number 500-06-001072-202 (the “**Desjardins Action**”).

6. Said Application was initially vigorously opposed by Mrs. Desjardins, who first proceeded to file an application on July 24, 2020 for permission to intervene in the present proceedings. Plaintiff filed an opposition to the intervention on July 28, 2020.
7. Ultimately, Plaintiff was able to resolve the issue with Mrs. Desjardins, who consented to the suspension of her file. Accordingly, the Desjardins Action was suspended by way of Judgment of the Honorable Justice Pierre-C. Gagnon dated August 19, 2020.
8. During those early months of the Covid-19 pandemic, serving the Amended Application for Authorization on the various defendants was not as simple as usual, since many companies had closed their head offices and had transitioned to remote working. Ultimately, all but one (Gametime United Inc.) of the Defendants were served and filed answers in the file.
9. By Judgment dated November 17, 2020, this Court permitted Plaintiff's amendment filed on July 20, 2020, therefore authorizing Plaintiff to step in as the new proposed Class Representative herein.
10. On December 18, 2020, Ticketmaster filed its "*Demande en suspension de procédures par Ticketmaster*", asking the Court to suspend the present proceedings until final certification judgment in the parallel file which had been commenced in Ontario. Plaintiff confirmed that said Application would be contested as he had the interest and capacity to proceed on behalf of the proposed class herein, which included all Quebec persons as part of the proposed pan-Canadian class.
11. On January 22, 2021, Plaintiff filed an application for permission to discontinue the legal proceedings against Defendants AXS Group LLC and AXS Group Canada Inc., since after the institution of the legal proceedings, said Defendants had indeed reimbursed all Canadian putative class members who had purchased tickets for events which had subsequently been cancelled, postponed or rescheduled. This Honorable Court permitted the discontinuance in question by Judgment dated February 2, 2021, ordering the posting a copy of that Judgment on the undersigned attorneys' firm website and on the Quebec Registry of Class Actions.

12. The Ticketmaster “*Demande en suspension de procedures par Ticketmaster*” (filed on December 18, 2020) was presented and argued before the Honorable Justice Gagnon on February 9, 2021. This Honorable Court dismissed Ticketmaster’s “*Demande en suspension de procedures par Ticketmaster*”, with costs, by Judgment dated February 12, 2021.
13. On May 20, 2021, Defendant Internet Referral Services, LLC filed its Application for leave to adduce relevant evidence.
14. On May 21, 2021, Ticketmaster filed its own Application for leave to adduce relevant evidence, also asking for permission to examine the Plaintiff before authorization.
15. On May 21, 2021, Defendant Vivid Seats LLC. filed its Application for leave to adduce relevant evidence.
16. On May 21, 2021, Defendant Ticketnetwork Inc. filed its Application for leave to adduce relevant evidence.
17. On May 21, 2021, Defendants StubHub Inc. and StubHub Canada Ltd filed their Application for leave to adduce relevant evidence, an amended version of same having been filed on September 17, 2021.
18. During a hearing held on September 20, 2021, Plaintiff confirmed that he had successfully negotiated separate proposed settlements with Defendants Seatgeek Inc., Vivid Seats LLC, and Internet Referral Services LLC, and Plaintiff announced his intention to seek permission to discontinue proceedings against Gametime United Inc. (which could not be properly served). The remaining parties presented their contested applications for permission to adduce evidence at that hearing before the Honorable Justice Gagnon.
19. By Judgment dated November 9, 2021, this Honorable Court *inter alia*:
 - a) suspended *sine die* the preliminary application which had been filed by the settling defendants;

- b) authorized the filing of an affidavit by the StubHub defendants and ordered that the undersigned attorneys would proceed to cross-examine said affiant before the Court, before the authorization hearing;
 - c) authorized the filing of an affidavit by Defendant Ticketnetwork Inc.;
 - d) dismissed Ticketmaster's application for permission to file an affidavit with annexes and Ticketmaster's application for permission to examine the Plaintiff before authorization.
20. On November 8, 2021, Plaintiff filed an application for permission to discontinue the legal proceedings against Defendant Gametime United Inc., since after the institution of the legal proceedings, said Defendant confirmed that it had indeed reimbursed all Canadian putative class members who had purchased tickets for events which had subsequently been cancelled and offered a refund to all other Quebec putative class members. This Honorable Court permitted the discontinuance in question by Judgment dated November 18, 2021, ordering the posting a copy of that Judgment on the undersigned attorneys' firm website and on the Quebec Registry of Class Actions.
21. The undersigned attorneys proceeded to cross-examine the StubHub affiant, before the Honorable Justice Gagnon (remotely), on December 2, 2021.
22. On March 24, 2022, Plaintiff filed an application for permission to discontinue the legal proceedings against Defendant Ticketnetwork, Inc., since after the institution of the legal proceedings, said Defendant confirmed that it had indeed offered a refund to all Canadian putative class members. This Honorable Court permitted the discontinuance in question by Judgment dated April 12, 2022, ordering the posting of a copy of that Judgment on the undersigned attorneys' firm website and on the Quebec Registry of Class Actions.
23. Plaintiff proceeded to complete all required proceedings, steps and hearings in order to finalize the settlements reached with Seatgeek, Inc., Vivid Seats LLC., and Internet Referral Services LLC.;

24. The authorization hearing against Ticketmaster and the StubHub defendants was scheduled for April 7, 2022. Leading up to that date, all required argument plans and authorities were filed by the remaining parties in the contested litigation.
25. Plaintiff continued negotiating a possible settlement with the StubHub defendants and was able to reach an agreement in principle immediately prior to the April 7, 2022 authorization hearing.
26. Accordingly, on April 7, 2022, the Plaintiff's Amended Application for Authorization was presented and pled by the Plaintiff and vigorously contested by Ticketmaster. The Court took the case under advisement.
27. By Judgment dated May 31, 2022, the Superior Court of Québec authorized the bringing of the class action against Ticketmaster (the "**Authorization Judgment**"), on behalf of the following class of persons (class modified by the Court):
- 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.¹
28. Plaintiff of course continued his efforts to complete the settlement reached with the remaining defendants, as appears from the Court record herein;
29. Plaintiff prepared his formal Originating Class Action Application against Ticketmaster, which was filed on August 26, 2022;
30. After very long, arm's length negotiations, on March 8, 2023, Plaintiff entered into a settlement with Ticketmaster regarding the Settlement Class, as appears more fully from a copy of the Settlement Agreement, including its schedules, (the "**Settlement Agreement**") and French translation, communicated herewith as **Exhibit R-1**.

¹ See *Patterson v. Ticketmaster Canada Holdings*, 2021 QCCS 4866.

31. The definitions set out in the Settlement Agreement apply and are incorporated herein.

32. The **Settlement Class** is defined as follows in the Settlement Agreement:

All persons who, during the Class Period, purchased one or more Tickets to an Event in the Province of Quebec using a billing address in the Province of Quebec, and who made a valid request for a refund after the Event was postponed or rescheduled.

“**Event**” means an event for which Ticketmaster was the authorized ticket agent, and for which Tickets were available for purchase during the Class Period, which event was to take place on or after March 11, 2020 and which was subsequently postponed or rescheduled. This definition does not include cancelled events for which the Tickets were automatically reimbursed.

“**Class Period**” means the time from May 12, 2017, to March 11, 2020, inclusive.

“**Ticket**” means any document or instrument that upon presentation gives the ticket holder a right of entry to a show, sporting event, cultural event, exhibition or any other kind of entertainment, and that was bought through either the www.ticketmaster.ca website or using one of the Defendants’ mobile applications.

33. On August 3, 2023, this Honorable Court appointed Velvet Payments as Settlement Administrator (the “**Settlement Administrator**”) and ordered it and the Parties to disseminate notices to the Class by August 23, 2023 (the “**Pre-Approval Judgment**”), which was indeed properly completed. The Court also set down September 24, 2023, as the opt out deadline.

34. As ordered by the Court, the detailed “Email Notice & Mailing Report” dated September 18, 2023 which was issued by the Settlement Administrator is communicated herewith as **Exhibit R-2**, which sets out the details of the very effective notice program conducted pursuant to the Pre-Approval Judgment.

APPROVAL OF THE SETTLEMENT AGREEMENT

35. The Parties respectfully seek this Honorable Court’s approval of the Settlement Agreement (including its Recitals and Schedules) and the issuance of a final judgment compelling the Parties and the Class Members to comply with its terms and conditions for the reasons that follow, which will be further elaborated at the settlement approval hearing.

36. Pursuant to the Settlement Agreement, the Parties are collaborating and have agreed to request approval by this Honorable Court of this Settlement Agreement.

37. Article 590 of the C.C.P. requires that the Court approve a transaction settling a class action if the Court is satisfied that the terms of the settlement are fair, reasonable and in the best interests of the class.

38. The Parties believe and submit that the Settlement Agreement is fair, equitable and reasonable, and the Plaintiff submits that it is in the best interests of the Class Members and amounts to an adequate resolution of the Class Action, *inter alia*, for the reasons detailed below.

Summary of the Terms and Conditions of the Settlement

39. The Settlement Agreement was entered into after hard-fought extensive arm’s length discussions and negotiations between the Plaintiff and Ticketmaster.

40. The Settlement Agreement provides for the following relief to the Class Members:

a) the Parties negotiated that an **Additional Refund Window** would be offered by Ticketmaster promptly upon signature of the Settlement Agreement (i.e. **without waiting for the Court approval of the Settlement**) to the purchasers, including approximately 969 Class Members, who still held their Tickets to any Events in Quebec which had not yet occurred and for which refunds were no longer being offered by Ticketmaster as at the time of the signing of the Settlement Agreement. Accordingly, all of these Class Members have already received the benefit in question, namely they have already received the offer of a full refund (as mentioned, Ticketmaster was not offering such refunds as at the signing of the Settlement Agreement). As detailed in the Settlement Agreement, Ticketmaster confirmed that it estimated the Gross Ticket Value of Tickets to those outstanding Events to be approximately two hundred and ten thousand Canadian dollars (**CAD \$210,000**);

b) One **Credit** of fifteen Canadian dollars (**CAD \$15.00**) automatically sent to each Settlement Class Member, with a total value of approximately five hundred and forty thousand Canadian dollars (**CAD \$540,000**), based upon Ticketmaster's estimate that there were approximately thirty-six thousand (36,000) Settlement Class Members having previously requested and received a refund for a postponed or rescheduled Event. This Credit will also be provided to any Class Member who requests a refund pursuant to the above-detailed Additional Refund Window, which Class Members will be considered as Settlement Class Members under the Settlement Agreement as well. As detailed in paragraphs 30 and following of the Settlement Agreement, the \$15 Credit will be sent by e-mail by the Settlement Administrator as an **electronic Ticketmaster gift card**. The Credit will have **no expiration date** and may be used towards the future purchase of a ticket on the primary market using the

Ticketmaster websites or mobile applications (at any time in the future). The Settlement Class Members do not have to file a claim and do not have to complete any steps whatsoever in order to receive their \$15 Credit in question;

c) In addition, anyone who thinks that they are entitled to compensation pursuant to the Settlement but did not receive notification from the Settlement Administrator may send an email to the Settlement Administrator within three (3) months of the Effective Date of the Settlement, in order to claim status as Settlement Class Member entitled to a Credit.

41. For the sole purpose of reaching a settlement, Ticketmaster:

- a. has recognized the residence of the Settlement Class Members based on the billing address they entered when they made their purchase(s);
- b. has agreed to consider that the Settlement Class Members were physically located in Quebec when their purchases were made.

42. As a result, the contested debate concerning the application of Quebec law to the Class Members' claims will be avoided, and the Settlement Class Members will not have to prove their place of residence and physical location at the time of making their purchase(s) in order to prove their membership in the class.

43. Accordingly, and to give full effect to the compromises negotiated under the Settlement Agreement, the Parties are asking this Honourable Court to modify the Class to correspond to the Settlement Class agreed in the Settlement Agreement (at paragraph 1. (z) and 21 (a)).

44. As confirmed at paragraph 36 of the Settlement Agreement, the Parties agreed that the total value of Credits issued to Settlement Class Members shall not exceed six hundred thousand Canadian dollars (CAD \$600,000), based upon their best estimates

and that if this total value is exceeded, the Parties agreed to renegotiate the Settlement in good faith.

45. Accordingly, the Plaintiff has negotiated a total maximum value of the benefits offered to the Settlement Class Members of \$810,000, aside of course from the administration costs, the notice costs and the Class Counsel Fees to also be paid by Ticketmaster separately. Accordingly, the total maximum settlement value herein is over 1.13 million dollars.
46. The Parties have also agreed to appoint the Settlement Administrator to implement the post-approval portion of the notice plan and Settlement Agreement (Credits distribution, etc.).
47. Pursuant to paragraph 44 of the Settlement Agreement, the Parties agreed (constituting for Ticketmaster a principal consideration of their consent to enter into the Settlement Agreement), that issuance of the Credits to Settlement Class Members is not subject to the Fonds Levy and that any unused, unredeemed or unclaimed Credits will not constitute, nor give rise to, under any circumstances, a remaining balance for any purpose, including any reparation or compensation to any Settlement Class Member or the Fonds. In this regard, we reiterate that the **Credits have no expiry date** in any case and therefore can be held for as long as the Settlement Class Members wish before using them.
48. Ticketmaster will pay entirely the costs of the administration of the Settlement by the Settlement Administrator and any other claim administration and notice fees, including the costs related to the Settlement Website, whether or not the Settlement is ultimately approved by the Court (and on top of the benefits provided to the Settlement Class and on top of the Class Counsel Fees).
49. Finally, the Settlement Agreement is evidently subject to this Honorable Court's approval, hence the present application.

The Result Obtained

50. As mentioned above and in the Settlement Agreement, aside from the refunds payable under the Additional Refund Window², which came into effect after the signing of the Settlement Agreement and without even waiting for the Settlement approval by the Court nor the Effective Date, Settlement Class Members will automatically receive a **\$15 gift card credit which will never expire** and which can always be used toward tickets purchases in the future, subject to the terms and conditions listed at paragraph 34 of the Settlement Agreement.
51. It should also be noted that these Credits are being provided to Settlement Class Members, who have all previously asked for and received the full refund of their Ticket purchases. Accordingly, said Class Members have already received the refund they wanted and are now being further compensated for any delays in receiving the refund and/or other damages suffered, which represents significant relief under the circumstances (which may not have been provided after a full trial on the merits).
52. As recently mentioned by this Honorable Court in *Abihisira v. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022, the Honorable Justice Pierre Nollet, par. 34, “This Court has previously approved credit-based settlements when appropriate³”.
53. A \$15 Credit is a significant amount in the context of such types of class action settlements in general, and in this case in particular.
54. Indeed, and as an important first comparison, in the parallel class action filed against Ticketmaster in Ontario, namely *Beaucage v. Ticketmaster Canada Holdings ULC et*

² The Settlement Agreement provides at para 28 that the refunds paid by Ticketmaster in the context of the Additional Refund Window as of the Effective Date could be subject to the Fonds Levy, and that such Fonds Levy shall be paid by Ticketmaster, subject to a Court order on this issue.

³ *Picard v. Ironman Canada Inc.*, 2022 QCCS 2218, at para. 56, *Holcman v. Restaurant Brands International Inc.*, 2022 QCCS 3428, *Abihisira v. Stubhub inc.*, 2019 QCCS 5659.

al., (Court File No. CV-20-00640518-00CP), the Court approved a settlement providing for a \$5 gift card Credit to the class members (outside of Quebec).

55. In the present case, the \$15 Credit will be available for use towards the purchase of a future primary-sale ticket to an event in Canada or the United States (other than tickets to Major League Baseball Games), parking, VIP packages and certain merchandise on the Ticketmaster and Live Nation websites or mobile applications. This Court has already found that even lesser amounts of credits in the same ticket sales industry (for example \$7 or \$10) bring real value and are advantages to consumers (see *Abihisira c. Stubhub inc.*, 2019 QCCS 5659, par. 41 and *Abihisira vs. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022, the Honorable Justice Pierre Nollet, par. 36).
56. The notice program, which was ordered in the Pre-Approval Judgment and which has been implemented by the Settlement Administrator, has increased the likelihood that a great majority of the potential claimants under the Settlement have been properly notified and will be able to participate in the settlement, let alone the fact that they will be receiving their Credit automatically by email, without having to file a claim.
57. Ticketmaster has also agreed at paragraph 37 of the Settlement Agreement to pay the Plaintiff an amount of \$1,000 as a reimbursement of certain disbursements and expenses incurred, including any unpaid portion of his personal claim under the Settlement Agreement.

The Probability of Success

58. While the Plaintiff maintains that his action is well founded, Ticketmaster vigorously denies his claims and allegations.

59. It is clear that the Parties would have entered into a serious adversarial debate, *inter alia*, with respect to Ticketmaster's conduct and alleged faults and negligence, the existence of a right to claim a reimbursement and/or damages, the quantum of any

damages, *force majeure*, and the COVID-19 pandemic, all of which would have an impact on the Court's appreciation of the merits of the case.

60. In particular, Ticketmaster has always asserted that its refund policies were in conformity with the law and with its contractual obligations and previously-announced policies. Ticketmaster therefore asserted that no right of action exists on their behalf (which Plaintiff denies). That being said, and without admission, Plaintiff took these defences into account in considering his settlement position.

61. The Parties estimated the length of the further litigation of the Class Action to be at least two to three years, excluding any appeals.

62. Any trial would also have involved bringing in Class Members to testify, and extensive discoveries and possible expert evidence by both parties.

63. Ultimately, it remains far from certain that Plaintiff would succeed at trial in proving his claims, with respect to either fault and liability or the amount of damages to which Class Members may be entitled.

64. As such, and as is the case in all class actions, there was always the risk that the class action would not be successful on the merits, after many years of litigation. This risk is abated through the Settlement Agreement, which guarantees compensation to Settlement Class Members.

65. As this Honorable Court recently mentioned while approving another class action settlement in the same ticket sales industry (involving Ticketmaster), namely in the case of *Abihsira vs. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022, the Honorable Justice Pierre Nolle (hereinafter "**Abihsira**"), at paragraphs 29-31:

"[29] Any litigation involves some level of risk.

[30] One of these serious risks to such litigation was recently confirmed on the merits of a class action in *Union des consommateurs c. Air Canada* [2022

QCCS 4254, paras. 38-45, 140, 154, 156, 158, 160, 186]. where the Court, after concluding that Air Canada committed a violation of the *Consumer Protection Act*, dismissed the class action because it concluded that consumers would have paid the final price regardless and, as such, did not suffer any prejudice. Even if this judgment is eventually under appeal, it illustrates the serious risks faced by the Representative Plaintiff and the Class members.

[31] The risk that the Class action be unsuccessful on the merits, after many years of litigation, is always present.”

The recommendation of Experienced Counsel and Approval of the Plaintiff

66. Class Counsel and counsel for Ticketmaster, who have significant expertise in the area of class actions including consumer class actions, have negotiated and recommended the terms and conditions of the Settlement Agreement.
67. Class Counsel believes that the settlement is fair to the Class Members in light of the risks that would arise from continuing the litigation and in light of the benefits that the Settlement Agreement immediately offers the Class Members.
68. The Settlement Agreement is consistent with the terms of other credit-based settlements recently approved by this Honourable Court (see, for instance, *Picard c. Ironman Canada inc.*, [2022 QCCS 2218](#), par. 56; *Holcman c. Restaurant Brands International Inc.*, [2022 QCCS 3428](#); *Abihisira c. Stubhub inc.*, [2019 QCCS 5659](#); and *Abihisira v. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022, the Honorable Justice Pierre Nolle).
69. As mentioned in *Abihisira c. Stubhub inc.*, [2019 QCCS 5659](#) (para. 41(d)), it is worth emphasizing that, contrary to the issuance of an electronic credit, the cost to issue and deliver individual cheques would have been approximately \$3.00 per Class Member, that these cheques would have expired after 6 months and the cost to issue

a new cheque is \$15.00 each, which costs would have been deducted from any compensation available to Class Members).

70. This Court also mentioned in the same *Abihira c. Stubhub inc.*, [2019 QCCS 5659](#) case (at para. 41(h)) that : “*il existe sur le marché une petite catégorie de billets vendus à faible prix, proche des 7 \$ (par exemple, pour un match pré-saison entre les Rouges et les Blancs du Canadien de Montréal)*”. We add that (i) Ticketmaster is the exclusive ticketing partner for many major venues and organizations, including for instance the Groupe CH which includes all Montreal Canadiens home games, and that (ii) there presently are many shows and events listed on the Ticketmaster website with seats being sold between \$20 and \$45 (for instance a Disney on Ice show for children with seats available at \$25, a Monster Truck show with seats available at \$41, a Harlem Globetrotters show with seats available at \$40, etc., the whole as more fully appears from non-exhaustive printouts from the Ticketmaster websites, communicated herewith as **Exhibit R-3, en liasse**). Accordingly, the non-expiring \$15 Credit offered in the present Settlement offers real and usable value to the Settlement Class Members.

71. Ticketmaster consents to the present Application for settlement approval and also seeks to have the Settlement Agreement approved by the Court.

72. In light of the above, Class Counsel believes that the Settlement Agreement is fair and reasonable, respects the rule of proportionality and provides substantial relief and benefits to the Class Members in the circumstances and in light of the risks that would arise from continuing the litigation.

73. Plaintiff has full knowledge of the case and has provided his instructions and consent to enter into said Settlement Agreement on his behalf and on behalf of the Class Members.

The Future Expenses and the Probable Length of the Litigation

74. If the case was to proceed, there would be protracted litigation, as well as extensive discovery and possible expert costs.

75. In addition, and as previously mentioned, the present action would take several years to be decided on the merits and a Judgment in favor of the Class Members could be appealed, which would cause further delays.

76. It is in the interests of judicial economy and proportionality that the Settlement Agreement be approved.

The Number and Nature of any Opt-Outs and/or Objectors

77. In the Pre-Approval Judgment, this Honorable Court set the deadline for filing an objection/comment at October 2, 2023, also specifying that objections/comments can be heard nonetheless during the settlement approval hearing. The Court also set the opt out deadline at September 24, 2023.

78. The opt out deadline expired on September 24, 2023. Only three (3) Notification Class Members opted out (who were not members of the Settlement Class), and only one (1) Settlement Class Members opted out.

79. To date, no Class Members have submitted an objection or comment to the Settlement Agreement.

The Good Faith of the Parties and the Absence of Collusion

80. The Settlement Agreement was the product of good faith, adversarial, and arm's length negotiations over the course of many years.

81. Ticketmaster contested all aspects of the Class Action, as detailed hereinabove, and the settlement negotiations lasted many months. The case, including the negotiations that led to the settlement, were all done in an adversarial manner and hard fought up until the end.

APPROVAL OF CLASS COUNSEL FEES

The Professional Mandate & Attorneys' Fee Agreement

82. The Professional Mandate & Attorneys' Fee Agreement was signed by Plaintiff and Class Counsel on June 29, 2020.

83. 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.”

The Class Counsel Fees

84. According to Section X of the Settlement Agreement, and as an integral part of the Settlement Agreement, Class Counsel are asking this Honorable Court to approve payment by Ticketmaster of a fixed amount representing all expenses, disbursements, and fees in the amount of \$230,000 plus GST and QST.

85. As mentioned above, and as confirmed at paragraph 36 of the Settlement Agreement, the Parties agreed that the total value of the Credits issued to Settlement Class Members shall not exceed six hundred thousand Canadian dollars (CAD \$600,000), based upon their best estimates and that if this total value is exceeded, the Parties agreed to renegotiate the Settlement in good faith. Accordingly, the Parties have negotiated a total maximum value of the benefits offered to the Class Members at \$810,000 (in Credits and the Additional Refund Window), aside of course from the total claims administration costs, the notice costs and the Class Counsel Fees themselves which are also being separately paid by Ticketmaster⁴. Indeed, a non-expiring Credit will be issued and emailed to every Settlement Class Member, **without** them having to submit a claim.

86. Consistent with the Settlement Agreement as well, the Plaintiff and Class Counsel are requesting that this Honorable Court approve this amount in Class Counsel Fees, which Ticketmaster has agreed to pay, **on top** of the maximum amount of \$810,000 in benefits made available to the Settlement Class Members (and on top of the necessary administration costs and notice costs required in order to effect the

⁴ As the Honorable Justice Immer, J.S.C. mentioned in a recent decision approving another credits-based class action settlement, namely in *Pacius c. StockX*, [2023 QCCS 1984](#) (par. 42 and 45), the total maximum recovery in such settlements is calculated by assuming that every Settlement Class Member will cash/use the Credit sent.

settlement, which are also being paid by Ticketmaster as part of this negotiated settlement).

87. The said Class Counsel 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, especially considering the vigorous contestations by Ticketmaster through the proceedings, as fully detailed above.

88. In addition, since the signing of the Settlement Agreement, Class Counsel have and will continue to devote significant time to answer and address Class Members' multiples queries, issues, and comments directly and they will maintain and update their firm website www.lexgroup.ca, both in French and in English, to inform Class Members of the settlement process going forward, aside from Class Counsel's ongoing communications with the Settlement Administrator and counsel for Ticketmaster in this matter.

89. Finally, Class Counsel have not received any funding from the Fonds d'aide aux actions collective in the present matter.

90. As per clause 2 of the Professional Mandate & Attorneys' Fee Agreement signed by the Plaintiff, 33% of said amount of \$810,000 would represent CAD \$267,300 (plus taxes and disbursements) (even before including claims administration costs and notice costs as added benefits provided under the Settlement).

91. Indeed, with estimated administration and notice costs at \$50,000, and the class counsel fees themselves, the total maximum value of the settlement is actually over 1.13 Million dollars. Indeed, the Honorable Justice Lussier, J.S.C. mentioned the following in the case of *Benabou c. StockX*, [2022 QCCS 2527](#) (par. 43 (v)):

“The 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 to be 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 TransUnion credit monitoring services to be offered free of charge to all 122,970 Class Members across Canada, the administration costs, the publication/notification costs, and the Class Counsel Fees”.⁵

92. 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.

93. As of the date of this Application, the straight docketed time of Class Counsel in this matter, is the following, for a total of \$327,062.50 (plus taxes) in fees, plus \$7,709.99 (taxes included) in disbursements:

Lawyer	Total Time Spent in Hours	Hourly Rate
David Assor	236.25 h	\$750
Joanie Lévesque	426.50 h	\$350
Thu-Dieu Pham-Luu (Stagiaire)	3 h	\$200
Total hours:	665.75 h	
	(NOTE: This the total amount of hours does <u>not</u> include the separate and segregated time spent dealing with the separate settlements reached with other defendants previously in this file)	
Total Disbursements:	\$7,709.99 (taxes included)	

⁵ Also see *Zuckerman c. Target Corporation Inc.*, [2018 QCCS 2276](#) at par. 32 (iii) and footnote 16 (the Honorable Justice Hamilton, J.S.C. as he then was) and *Rabin c. HP Canada Co.*, [2019 QCCS 1511](#) at par 26 and footnote 6 (the Honorable Justice Duprat J.C.S).

94. Accordingly, there is indeed a negative multiplier when comparing the amount of time actual spent in this file, as compared to the lesser flat amount of Class Counsel Fees agreed to under the settlement.
95. Based on past experience and involvement in the post-settlement administration of other class action settlements, the work involved for Class Counsel's ongoing future obligations to the settlement process beyond the final approval hearing will continue. In particular, Class Counsel estimates that such work represents an approximate amount of \$15,000 to \$25,000.
96. 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 settlement value herein. In this regard, and according to case law, the calculation of the total settlement value would take into consideration not only the total benefits offered to the Class Members, but also the value of the administration costs and publication/notification costs necessary to implement the settlement, and the value of the Class Counsel Fees themselves (i.e. calculating the total value of all that is to be done by / disbursed by Ticketmaster in the context of the Settlement)⁶.

Time to be Spent by Class Counsel

97. As mentioned above, based on past experience and involvement in the post-settlement administration of other class action settlements, it is likely that Class Counsel's ongoing future obligations to the settlement process will involve work beyond the final approval hearing, especially concerning the claims process as detailed in the Settlement Agreement and toward the request for a final administration report and closing judgment.

⁶ See *Abihira v. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022, the Honorable Justice Pierre Nolle, par. 26.1 and 42-43)

98. This extra future time also includes being available to all Settlement Class Members over the next several years as the Credits do not expire and Class Members may have questions or issues to be resolved in regard to the use of said Credits.
99. At all times during the proceedings and after the final approval hearing, Class Counsel engaged and will engage with Class Members in the language of their choice, in order to keep them informed of the proceedings.
100. No additional fees or disbursements will be requested by Class Counsel for this future work.

The Experience of the Attorneys

101. 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.
102. 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.
103. Me Assor has been a sitting member of the Quebec Bar's Disciplinary Committee since 2016, is a sitting member of the Bar of Montreal's Liaison Committee with the Superior Court in Civil Matters since 2023, 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.

104. 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.

105. 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

106. 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.

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

108. 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 of the present Application).

109. Further, Class Counsel will be maintaining contact with the Class Members who will be calling and/or e-mailing Lex Group Inc. pursuant to the notification detailed in the Settlement Agreement.

The Importance of the Issue

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

111. 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.

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

113. 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

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

- a. that Ticketmaster 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.

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

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

The Risk Assumed

117. 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.

118. 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.

119. Indeed, 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.

120. As detailed above, Ticketmaster vigorously contested all elements of the class action proceedings, first attempting to have them suspended in favor of proceedings filed in Ontario, then by asking for permission to file evidence and to examine the Plaintiff before the hearing, then by vigorously contesting the authorization itself, which lead to the Authorization Judgment being rendered herein.

121. Given that in the case of failure, Class Counsel receives nothing – and even risks losing – in the case of success, they should be properly compensated for their efforts and for the financial risk (both in time and money) that they have assumed.

122. The Court of Appeal has recently confirmed the following in *A.B. c. Clercs de Saint-Viateur du Canada*, 2023 QCCA 527 (CanLII):

[54] Il est ainsi généralement admis que pour apprécier le caractère juste et raisonnable des honoraires, le juge doit aussi considérer le risque couru par les avocats. **Dans le contexte d'une convention d'honoraires à pourcentage, la Cour supérieure a reconnu que ce facteur pourrait même primer sur le temps consacré au dossier par les avocats. Dans tous les cas, le risque doit s'apprécier au moment où les avocats ont reçu le mandat du représentant, et non au moment de la demande d'approbation.**

(Emphasis added).

123. As the Honorable Justice Bisson recently emphasized the importance of rewarding the risk taken by class Counsel in approving the *Herron* settlement:⁷

[57] Les enjeux en matière d'actions collectives sont très importants sur le plan financier et le cabinet qui accepte d'œuvrer en demande accepte d'assumer la totalité des frais du recours et de n'être payé qu'en cas de succès.

[58] Pour assurer la viabilité du véhicule procédural qu'est l'action collective, il est essentiel que des avocats compétents acceptent de prendre de tels risques. Or, sans une compensation en cas de succès qui tient compte du risque assumé, aucun avocat n'aurait d'intérêt à accepter de tels risques.

[59] Lorsque les procureurs du groupe ont accepté d'agir en l'espèce, ils ne se fiaient pas sur la possibilité qu'une entente à l'amiable soit conclue; ils étaient plutôt prêts à aller jusqu'au bout et à investir tout le temps, les efforts et les ressources financières nécessaires pour mener à terme l'action collective, ne sachant pas si le dossier sera gagné ou perdu au mérite.

124. Class Counsel has worked diligently to advance this litigation to the point of settlement, without any payment for its fees or any guarantee of payment.

125. To conserve and to safeguard the important societal benefits preserved by class actions, especially in the area of consumer protection, it is important that Class Counsel receive a fair payment on their time to provide the appropriate incentive to future counsel.

⁷ *Schneider (Succession de Schneider) c. Centre d'hébergement et de soins de longue durée Herron inc.*, 2021 QCCS 1808, par. 57-59.

The Professional Services are Unusual and Require Specific Expertise

126. There are only a small number of attorneys who take on class action matters in Quebec and Canada.
127. This type of work requires particular expertise and professionalism.
128. 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

129. As mentioned above and in the Settlement Agreement, aside from the refunds payable under the Additional Refund Window, which came into effect after the signing of the Settlement Agreement and without even waiting for the Settlement approval by the Court nor the Effective Date, Settlement Class Members will automatically receive a **\$15 gift card credit which will never expire** and which can always be used toward tickets purchases in the future.
130. It should also be noted that these Credits are being provided to Settlement Class Members having previously asked for and received the full refund of their Tickets purchases. Accordingly, said Class Members have already received the refund they wanted and are now being further compensated for any delays in receiving the refund and/or other damages suffered, which represents significant relief under the circumstances (which may not have been provided after a full trial on the merits).
131. As recently mentioned by this Honorable Court in *Abihisira v. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022, the Honorable Justice Pierre Nollet,

par. 34, “This Court has previously approved credit-based settlements when appropriate⁸”.

132. A \$15 Credit is a significant amount in the context of such types of class action settlements in general, and in this case in particular.
133. As mentioned above, the settlement has a value of over \$810,000 (aside from the administration costs, notices costs and class counsel fees) and each Settlement Class Member will receive the non-expiring \$15.00 Credit that they can use to purchase tickets from Ticketmaster.
134. The recovery process is very simple, quick and does not require Settlement Class Members to provide a proof of purchase – as explained above, they will receive the Credit without taking any action at all.
135. Indeed, and as an important comparison, in the parallel class action filed against Ticketmaster in Ontario, the Court-approved settlement only provided for a \$5 gift card Credit to eligible settlement class members (outside of Quebec), namely 1/3 of the credit value being offered to Quebec Settlement Class Members in the present proceedings (based on similar facts related to Covid-19 related cancellations and postponements).
136. In the present case, the \$15 Credit will be available for use towards the purchase of a future primary-sale ticket to an event in Canada or the United States (other than tickets to Major League Baseball Games), parking, VIP packages and certain merchandise on the Ticketmaster and Live Nation websites or mobile applications. This Court has already found that even lesser amounts of credits in the same ticket sales industry bring real value and are advantages to consumers (see *Abihsira c. Stubhub inc.*, 2019 QCCS 5659, par. 41 and *Abihsira vs. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022, the Honorable Justice Pierre Nolle, par. 36).

⁸ Picard v. Ironman Canada Inc., 2022 QCCS 2218, at para. 56, Holcman v. Restaurant Brands International Inc., 2022 QCCS 3428, Abihsira v. Stubhub inc., 2019 QCCS 5659.

137. The notice program, which was approved and ordered by the Court, and which was properly implemented by the Settlement Administrator, has increased the likelihood that a great majority of the potential claimants under the Settlement have been properly notified and will be able to participate in the settlement, let alone the fact that they will be receiving their Credit automatically by email, without having to file a claim.

Fees Not Contested

138. Ticketmaster does not oppose the request for Class Counsel Fees and has agreed to pay said amount.

139. Further, no Class Member has indicated their intention to contest the request for Class Counsel Fees despite having received the pre-approval notice and the information being published on the Settlement Websites (refundticketquebec.ca and remboursementbilletquebec.ca), on Class Counsel's webpage and on the Class Action Registry.

140. 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.

141. Furthermore, as mentioned above and in the Settlement Agreement, Ticketmaster has agreed 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 will be able to receive full relief under the Settlement Agreement.

142. The Class Counsel Fees being requested have been considered acceptable by the Courts in similar circumstances (both in terms of percentage and multiplier).

CONCLUSION

143. Plaintiff and Class Counsel respectfully submit that the Court should approve 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.
144. In reaching this settlement, Class Counsel and Plaintiff engaged in lengthy arm's length negotiations.
145. Plaintiff respectfully submits that the Settlement Agreement allows for a quick and easy form of relief and compensation for the Class Members and should be approved by this Honorable Court. Indeed, all Settlement Class Members will automatically be sent their non-expiring \$15 Credit by email, and the Additional Refund Window was already implemented even before the Settlement was brought before the Court for approval.
146. 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 Class Counsel from the outset of this case, 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.

POUR CES MOTIFS, PLAISE AU TRIBUNAL DE:	FOR THESE REASONS, MAY IT PLEASE THE COURT TO:
ACCUEILLIR la <i>Demande d'approbation d'un règlement d'une action collective et des Honoraires des Avocats du Groupe;</i>	GRANT the <i>Application to Approve a Class Action Settlement and for Approval of Class Counsel Fees;</i>
DÉCLARER que les définitions apparaissant dans l'Entente de règlement	DECLARE that the definitions found in the Settlement Agreement find application in the

s'appliquent au présent jugement, à moins qu'elles ne soient expressément modifiées dans les présentes;	present Judgment, except if specifically modified herein;
APPROUVER l'Entente de règlement en tant que transaction au sens de l'article 590 du <i>Code de procédure civile</i> et ORDONNER aux Parties de s'y conformer;	APPROVE the Settlement Agreement as a transaction pursuant to article 590 of the <i>Code of Civil Procedure</i> and ORDER the Parties to abide by it;
MODIFIER la définition du groupe autorisé, pour les fins du règlement seulement, au Groupe du Règlement suivant : « Groupe du Règlement » ou « Membres du Groupe du Règlement » désigne toutes les personnes qui, durant la Période du Groupe, ont acheté un ou plusieurs Billets pour un Événement au Québec en indiquant une adresse de facturation au Québec et ont fait une demande de remboursement valide après le déplacement ou le report de l'Événement, à l'exception des personnes qui ont présenté un Formulaire d'exclusion valide pendant la Période d'exclusion.	MODIFY the definition of the authorized class, for settlement purposes only, to the following Settlement Class: "Settlement Class" or "Settlement Class Members" means all persons who, during the Class Period, purchased one or more Tickets to an Event in the Province of Quebec using a billing address in the Province of Quebec, and who made a valid request for a refund after the Event was postponed or rescheduled, except those persons who submit a valid Opt Out Form within the Opt Out Period.
DÉCLARER l'Entente de règlement (y compris son préambule et ses Annexes) juste, raisonnable et dans l'intérêt véritable des Membres du Groupe, constituant une transaction au sens de l'article 2631 du <i>Code civil du Québec</i> , qui lie toutes les parties et tous les Membres du Groupe;	DECLARE that the Settlement Agreement (including its Recitals and its Schedules) is fair, reasonable and in the best interest of the Class Members and constitutes a transaction pursuant to article 2631 of the <i>Civil Code of Quebec</i> , binding upon all parties and upon all Class Members;
ORDONNER et DÉCLARER que le présent jugement, incluant l'Entente de Règlement, lie chaque Membre du Groupe du Règlement;	ORDER and DECLARE that this judgment, including the Settlement Agreement, shall be binding on every Settlement Class Member;
ORDONNER et APPROUVER le paiement des Honoraires des Avocats du Groupe comme il est indiqué aux articles 46 et 47 de l'Entente de Règlement;	ORDER and APPROVE that the Class Counsel Fees be paid as outlined in paragraphs 46 and 47 of the Settlement Agreement;

<p>ORDONNER à l'Administrateur du Règlement et aux parties de faire rapport de l'exécution du jugement au plus tard 4 mois après la Date d'entrée en vigueur, tel que prévu à l'article 42 de l'Entente de Règlement;</p>	<p>ORDER the Settlement Administrator and the Parties to render account of the execution of the judgment within 4 months after the Effective Date, as provided for at paragraph 42 of the Settlement Agreement;</p>
<p>DÉCLARER qu'il n'y a pas de prélèvement à payer au Fonds d'aide aux actions collectives, à l'exception du montant calculé conformément à l'article 1 (3) a) du <i>Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives</i> sur les remboursements payés aux Membres du Groupe du Règlement lors de la Fenêtre de remboursement supplémentaire, tel que prévu à l'article 28 de l'Entente de Règlement;</p>	<p>DECLARE that there is no levy payable to the Fonds d'aide aux actions collectives, except for the amount calculated in accordance with section 1 (3) a) of the <i>Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives</i> on the refunds paid to Settlement Class Members during the Additional Refund Window, as provided for at paragraph 28 of the Settlement Agreement;</p>
<p>LE TOUT sans frais de justice.</p>	<p>THE WHOLE without legal costs.</p>

MONTREAL, OCTOBER 4, 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 TO APPROVE A CLASS ACTION SETTLEMENT AND 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 4th day of October, 2023



Commissioner of Oaths for the district
of Montreal



NOTICE OF PRESENTATION

To:

Me Christopher Richter

Me Karl Boulanger

Torys Law Firm LLP

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Settlement Administrator

Me Frikia Belogbi

Me Nathalie Guilbert

Me Ryan Mayele

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TAKE NOTICE that the foregoing APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT AND FOR APPROVAL OF CLASS COUNSEL FEES will be presented before the Honorable Justice Pierre Nollet of the Superior Court of Quebec, by virtual means on **October 18, 2023 at 9:30 a.m., in room 17.09** of the Montreal Courthouse, 1 Notre-Dame St. East, Montreal.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, OCTOBER 4, 2023

Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

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David Assor

From: David Assor
Sent: October 4, 2023 12:56 PM
To: 'Richter, Chris'; 'Boulanger, Karl'; 'info@velvetpayments.com'; Frikia Belogbi; 'nathalie.guilbert@justice.gouv.qc.c'; Ryan Mayele
Cc: 'Moran Solomon'; 'Che Hodgins'
Subject: NOTIFICATION - Class Action : 500-06-001066-204 (Tracy Patterson v. Ticketmaster Canada Holdings ULC et al)
Attachments: Application for Settlement Approval.pdf; R-3_printouts from Ticketmaster websites.pdf; R-2_Velvet Payments Report_09_18_2023.pdf; R-1_Settlement Agreement_with schedules_signed.pdf; R-1_Settlement Agreement_FR translation with Schedules.pdf



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Nom/Name	Me David Assor	Cabinet / Firm	LEX GROUP INC.
Adresse courriel / Email Address	davidassor@lexgroup.ca		
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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	- Application to Approve a Class Action Settlement and for Approval of Class Counsel Fees (Ticketmas - Exhibits R-1 to R-3

David Assor

From: David Assor
Sent: October 4, 2023 12:58 PM
To: Nathalie Guilbert
Subject: FW: NOTIFICATION - Class Action : 500-06-001066-204 (Tracy Patterson v. Ticketmaster Canada Holdings ULC et al)
Attachments: Application for Settlement Approval.pdf; R-3_printouts from Ticketmaster websites.pdf; R-2_Velvet Payments Report_09_18_2023.pdf; R-1_Settlement Agreement_with schedules_signed.pdf; R-1_Settlement Agreement_FR translation with Schedules.pdf



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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	- Application to Approve a Class Action Settlement and for Approval of Class Counsel Fees (Ticketmas - Exhibits R-1 to R-3		

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 TO APPROVE A CLASS ACTION
SETTLEMENT AND FOR APPROVAL OF CLASS
COUNSEL FEES**

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