

# SUPERIOR COURT

(Class Action Chamber)

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL.

No.: 500-06-001066-204

DATE: March 20, 2024.

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BY THE HONOURABLE PIERRE NOLLET, J.S.C.

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**TRACY PATTERSON**  
Plaintiff - Class Representative

v.

**TICKETMASTER CANADA HOLDINGS ULC**  
**TICKETMASTER CANADA ULC**  
**TICKETMASTER CANADA LP**  
**TICKETMASTER LLC**  
**LIVE NATION CANADA INC.**  
**LIVE NATION ENTERTAINMENT INC.**  
**LIVE NATION WORLDWIDE INC.**

Defendants

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## CLOSING JUDGMENT REGARDING TICKEMASTER AND LIVE NATION ENTITIES

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[1] **CONSIDERING** that on May 12, 2020, the former representative plaintiff, Maurice Assor, filed an *Application for Authorization to Institute a Class Action* (the "**Application for Authorization**") against, *inter alia*, Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC and Ticketmaster Canada LP;

[2] **CONSIDERING** that on July 10, 2020, the Application for Authorization was amended notably to replace the former representative plaintiff, Mr. Assor, by Tracy Patterson and to add as defendants, Ticketmaster LLC, Live Nation Canada Inc., Live Nation Entertainment Inc., and Live Nation Worldwide Inc. (collectively with Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC and Ticketmaster Canada LP, the “**Ticketmaster Defendants**”);

[3] **CONSIDERING** that on May 31, 2022, the Court authorized the present class action proceedings against the Ticketmaster Defendants and appointed the status of Representative Plaintiff to Tracy Patterson;

[4] **CONSIDERING** that, prior to the dissemination of the authorization notices, the parties entered into a Settlement Agreement<sup>1</sup> signed by the parties on or around March 9, 2023;

[5] **CONSIDERING** that the Settlement Agreement provided, *inter alia*, for the distribution of a \$15 credit that has no expiration date, to each Settlement Class Member, without the need to present a claim (the “**Credits**”);

[6] **CONSIDERING** that on August 3, 2023, the Court rendered certain pre-approval orders, including the approval of the dissemination plan for the notices of authorization and of the settlement approval hearing (the “**Notices**”) and confirmed the mandate of the Administrator (the “**Pre-Approval Judgment**”);

[7] **CONSIDERING** that the Notices were disseminated on August 21, 2023;<sup>2</sup>

[8] **CONSIDERING** that, on October 26, 2023, the Court approved the Settlement Agreement, ordered the Parties to comply with it, appointed Velvet Payments Inc. as a settlement administrator (the “**Administrator**”) and ordered the Parties to render account of the execution of this judgment (the “**Approval Judgment**”);

[9] **CONSIDERING** the closing report of the Administrator dated February 27, 2024 (the “**Report**”) which shows that 33 397 emails were sent so Settlement Class Members which were previously determined to have a valid email address (an active account);<sup>3</sup>

[10] **CONSIDERING** that, notwithstanding the previous determination of such active accounts, 584 emails bounced back which represent 1,75 % of the total Distribution and that no mechanism is provided for in the Settlement Agreement for a new distribution;

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<sup>1</sup> Exhibit R-1; All capitalized terms that are not defined herein have the meaning ascribed thereto in the Settlement Agreement.

<sup>2</sup> Exhibit R-2.

<sup>3</sup> Exhibit R-4.

[11] **CONSIDERING** that notice of the Settlement Agreement was given to Settlement Class Members and posted on Class Counsel's website and the Administrator's website;

[12] **CONSIDERING** that section 35 of the Settlement Agreement provides for a period of 3 months from the Effective Date for anyone who thinks that it is entitled to compensation pursuant to the Settlement Agreement, to submit to the Administrator its new email address in order to obtain the credit;

[13] **CONSIDERING** that the 3-month period has now expired;

[14] **CONSIDERING** that the Settlement Agreement was duly executed by the parties, the whole in accordance with the Approval Judgment;

[15] **CONSIDERING** that there is no remaining balance, that the Fonds Levy and Class Counsel Fees were paid by the Ticketmaster Defendants;

[16] **CONSIDERING** article 596 of the *Code of Civil Procedure*;

[17] **CONSIDERING** article 59 of the *Regulation of the Superior Court of Québec in Civil Matters*;

[18] **CONSIDERING** article 130 of the *Directives de la division de Montréal*.

**FOR THESE REASONS, THE COURT :**

[19] <b>GRANTS</b> the <i>Ticketmaster Defendants' Application for a Closing Judgment</i> ;	<b>ACCUEILLE</b> la demande de jugement de clôture des défendeurs Ticketmaster
[20] <b>DECLARES</b> that the parties have satisfied their obligations pursuant to the Settlement Agreement entered into with the Representative Plaintiff on March 9, 2023 in accordance with the Approval Judgment rendered on October 26, 2023;	<b>DÉCLARE</b> que les parties ont rempli leurs obligations en vertu de la Convention de règlement conclue avec le représentant demandeur le 9 mars 2023 conformément au jugement d'approbation rendu le 26 octobre 2023 ;
[21] <b>DECLARES</b> the closure of the present class action proceedings with regard to Ticketmaster Canada LP, Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC, Ticketmaster LLC, Live Nation Canada	<b>DÉCLARE</b> la clôture des présentes procédures de recours collectif concernant Ticketmaster Canada LP, Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC, Ticketmaster LLC, Live Nation Canada

Inc., Live Nation Entertainment Inc., and Live Nation Worldwide Inc.;	Inc., Live Nation Entertainment Inc. et Live Nation Worldwide Inc. ;
[22] <b>WITHOUT</b> other legal costs.	<b>SANS FRAIS DE JUSTICE</b>

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PIERRE NOLLET, J.S.C.

Me David Assor  
Lex Group Inc.  
Attorneys for the Plaintiff

Me Christopher Ritcher  
Me Karl Boulanger  
Torys Law Firm LLP  
Attorneys for Defendants Ticketmaster & Live Nation

Me Nathalie Guilbert  
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Hearing date: On docket