

**PAR COURRIEL**

Le 22 janvier 2021

**L'honorable Pierre-C. Gagnon, j.c.s.**

Cour supérieure du Québec  
Palais de justice de Longueuil  
1111, boul. Jacques-Cartier Est, bureau R-142  
Longueuil (Québec) J4M 2J6

Objet: Tracy Patterson c. Ticketmaster Canada Holdings ULC et al. (500-06-001066-204)

Demande pour permission de se désister (article 101 du Code de procédure civile)

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Monsieur le Juge,

Selon l'article 101 du *Code de procédure civile* et conformément à votre suggestion du 7 janvier 2021, nous vous écrivons afin d'informer le Tribunal que, sans limiter ou réduire ses arguments contre les autres défenderesses, le demandeur demande par la présente la permission de se désister de son action collective à l'encontre des défenderesses AXS Group LLC et AXS Group Canada Inc. seulement.

À cet effet, les défenderesses AXS Group LLC et AXS Group Canada (ci-après collectivement appelées « **AXS** ») déposent la déclaration sous serment ci-jointe, appelée *Affidavit of Michael Tabary*, laquelle confirme que tous les clients canadiens de AXS ayant acheté des billets pour un événement qui a été subséquemment annulé ont reçu un remboursement total du prix payé incluant tous les frais et taxes applicables au moment de l'achat. La déclaration affirme également que AXS a offert aux clients canadiens dont les événements ont été reportés ou replanifiés l'entière discrétion de recevoir soit un remboursement, soit un nouveau billet d'admission pour l'évènement reporté ou replanifié en question et ce sans frais.

De plus, le déclarant Michael Tabary confirme que depuis le 11 mars 2020 jusqu'à la date de signature de la déclaration sous serment le 17 décembre 2020, AXS a remboursé 100% de ses clients canadiens (2 904 personnes) ayant acheté des billets avant le 11 mars 2020 pour un événement annulé et 100% de ses clients canadiens (654 personnes) ayant acheté des billets avant le 11 mars 2020 pour un événement reporté ou replanifié.

Pour ces motifs, la partie demanderesse demande la permission de se désister contre les défenderesses AXS Group LLC et AXS Group Canada Inc. seulement. Lesdites défenderesses, par l'entremise de Me Rodrigo, consentent évidemment à cette demande.

Finalement et par soucis de transparence, nous vous informons que AXS payera la somme totale de 7 590,63\$ à notre cabinet, correspondant aux déboursés engendré par notre cabinet dans le présent dossier pour les frais de timbres judiciaires et les frais pour la signification des défenderesses au Canada et aux États-Unis. Cette somme correspond uniquement à des

déboursés et aucune partie de cette somme ne correspond à des honoraires versés à notre cabinet.

Nous demeurons à l'entière disposition de la Cour.

En vous remerciant pour le temps que vous accordez à ce dossier, nous vous prions d'accepter, Monsieur le juge, l'expression de nos meilleurs sentiments.

**LEX GROUP INC.**



Per: David Assor

p.j.

c.c. Me Nick Rodrigo, Davies Ward Phillips & Vineberg S.E.N.C.R.L./s.r.l.  
Me Jean-François Forget, Stikeman Elliot, s.e.n.c.r.l., s.r.l.  
Me Yves Martineau, Stikeman Elliot, s.e.n.c.r.l., s.r.l.  
Me François-David Paré, Norton Rose Fulbright Canada, S.E.N.C.R.L., s.r.l.  
Me Francesca Taddeo, Norton Rose Fulbright Canada, S.E.N.C.R.L., s.r.l.  
Me Éric Préfontaine, Osler, Hoskin & Harcourt, S.E.N.C.R.L./s.r.l.  
Me Jessica Harding, Osler, Hoskin & Harcourt, S.E.N.C.R.L./s.r.l.  
Me Fadi Amine, Miller Thomson S.E.N.C.R.L.  
Me Kristian Brabander, McCarthy Tétrault S.E.N.C.R.L./s.r.l.  
Me Amanda Gravel, McCarthy Tétrault S.E.N.C.R.L./s.r.l.  
Me Christopher Richter, Société d'avocats Torys S.E.N.C.R.L.  
Me Se-Line Duong, Société d'avocats Torys S.E.N.C.R.L.

CANADA  
Province of Québec  
District: Montréal  
Locality: Montréal

SUPERIOR COURT  
(Class Action Division)

File No.: 500-06-001066-204

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**TRACY PATTERSON**

Plaintiff

vs.

**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.**  
-and-  
**AXS GROUP CANADA INC.**  
-and-  
**AXS GROUP LLC**  
-and-  
**STUBHUB CANADA LTD.**  
-and-  
**STUBHUB INC.**  
-and-  
**VIVID SEATS LLC**  
-and-  
**SEATGEEK INC.**  
-and-  
**TICKETNETWORK INC.**  
-and-  
**INTERNET REFERRAL SERVICES LLC**  
-and-  
**GAMETIME UNITED INC.**

Defendants

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**AFFIDAVIT OF MICHAEL TABARY**

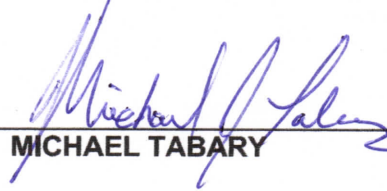
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I, the undersigned, **MICHAEL TABARY**, Vice-President, exercising my profession at **AXS GROUP LLC**, swear this affidavit on behalf of AXS Group Canada Inc. and AXS Group LLC (collectively, "**AXS GROUP**"), and declare as follows:

1. I am the Vice – President, Account Management, of AXS Group LLC, the parent company of the Defendant AXS Group Canada Inc.;
2. AXS Group LLC has its head office located at 425 West 11th Street, Suite 100, Los Angeles, California 90015. AXS Group Canada Inc. currently has no employees, and no business activities in Canada, with all such Canadian business being conducted through AXS Group LLC over the internet. Similarly, AXS Group LLC has no employees and no business premises in Canada.
3. I swear this affidavit on behalf of AXS Group in relation to the *Amended Application for Authorization to institute a class action* (the “**Motion for Authorization**”) concerning amounts paid by proposed class members for tickets to events cancelled or postponed as a result of the current COVID-19 pandemic, which proceedings I have read and which have been explained to me by external legal counsel for AXS Group.
4. To begin with, AXS Group standard business practice provides that all customers who purchased tickets for events that were subsequently cancelled automatically received a full refund of the purchase price and any related fees and taxes. This policy applies to all Canadian-resident customers, (including any Québec-resident customers) in respect of all events anywhere in North America.
5. With respect to events that were postponed indefinitely or re-scheduled to a later date, AXS Group standard business practice provides that these customers may at their complete discretion exercise an option to either request and receive (i) a refund of the purchase price and any applicable fees and taxes, or alternatively receive (ii) a new ticket for admission to the postponed or rescheduled event at no additional cost. This policy applied (and continues to apply) to all Canadian-resident customers (including any Québec-resident customers) in respect of all events anywhere in North America.
6. I have reviewed the records of AXS Group and I am able to confirm that since March 1, 2020 and during the entire Class Period (March 11, 2020 to the present) AXS Group has refunded 100% of its Canadian customers, including of course, 100% of all customers resident in Québec.
7. Of the 100% of AXS Group Canadian customers that have received full refunds:
  - 2,904 Canadian customers received refunds in respect of cancelled events;

- 654 Canadian customers requested and received refunds for postponed or rescheduled events; no customers opted to instead receive replacement tickets for events that were postponed or rescheduled to a later date.
8. To my knowledge there are no customers resident in Canada and/or Québec of AXS Group during the Class Period who have not received a full refund of the ticket price, plus any applicable fees and taxes.
  9. All the facts alleged in the present Affidavit are true.

AND I HAVE SIGNED

  
MICHAEL TABARY

Solemnly declared before me  
in BEDFORD, Texas, on this 17<sup>th</sup> day  
of December, 2020

