CANADA

PROVINCE OF QUÉBEC
DISTRICT OF LAVAL

(Class Action)
SUPERIOR COURT

NO: 540-06-000019-234

VALÉRIE [redacted]

Applicant

v.

TICKETMASTER CANADA LP, limited partnership having an establishment at 7001 Saint-Laurent boulevard, Montreal, District of Montreal, Quebec, H2S 3E3

and

TICKETMASTER CANADA HOLDINGS ULC, legal person having an establishment at 7001 Saint-Laurent boulevard, Montreal, District of Montreal, Quebec, H2S 3E3

and

TICKETMASTER CANADA ULC, legal person having an establishment at 7001 Saint-Laurent boulevard, Montreal, District of Montreal, Quebec, H2S 3E3

and

TICKETMASTER LLC, legal person having a place of business at 9348 Civic Center Drive, Beverly Hills, California, 90210, U.S.A.

Defendants

AMENDED APPLICATION TO AUTHORIZE A CLASS ACTION
(ARTICLES 571 AND FOLLOWING C.C.P.)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN

AND FOR THE DISTRICT OF LAVAL, THE APPLICANT STATES:

I. INTRODUCTION

1. The Applicant wishes to institute a class action on behalf of the following class and subclass, of which she is a member, namely:

All persons in Canada who purchased an "Official Platinum" ticket from Ticketmaster's website or mobile application; or any other class to be determined by the Court. (hereinafter referred to as the "**Class**")	Toutes les personnes au Canada qui ont acheté un billet « Platine officiel » sur le site Web ou l'application mobile de Ticketmaster; ou tout autre groupe à être déterminé par le Tribunal. (ci-après le « **Groupe** »)
All persons in Canada who purchased any type of ticket from Ticketmaster's website or mobile application, to an event for which Ticketmaster had an agreement with the event organizer that fixed a floor price for resale; or any other subclass to be determined by the Court. (hereinafter referred to as the "**Subclass**")	Toutes les personnes au Canada qui ont acheté tout type de billet sur le site Web ou l'application mobile de Ticketmaster, pour un événement pour lequel Ticketmaster avait une entente avec l'organisateur de l'événement qui fixait un prix plancher pour la revente; ou tout autre sous-groupe à être déterminé par le Tribunal. (ci-après le « **Sous-groupe** »)

2. The Applicant is a consumer within the meaning of Quebec's *Consumer Protection Act* (the "**CPA**") and Canada's *Competition Act*;

3. The Defendants Ticketmaster Canada LP, Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC and Ticketmaster LLC (hereinafter collectively "**Ticketmaster**") are merchants operating websites, mobile applications and call centres and act as the agent for ticket sales, on the primary and secondary markets, to those who provide events, such as venues, teams, artist representatives, fan clubs, promoters and leagues;

4. Ticketmaster's parent company, Live Nation Entertainment Inc. is a multibillion-dollar corporation that trades publicly on the New York Stock Exchange (NYSE: LYV). On its website (https://www.livenation.com/ticketmaster/), Live Nation boasts that "*Ticketmaster is the global leader in ticket management for large-scale sports and entertainment, specializing in sales, marketing, and distribution. As the largest ticket marketplace in the world, Ticketmaster is also the number one event search platform trusted by billions of live event fans*";

5. Ticketmaster does business in Canada and in the province of Quebec. An extract of the enterprise's information statement from the Quebec enterprise register for Ticketmaster Canada LP is disclosed as **Exhibit P-1**;

6. Ticketmaster is essentially the largest – and often the only – seller for primary tickets for events in Quebec and Canada. For example, on June 6, 2019, Live Nation announced that "Ticketmaster will serve as the primary and resale ticketing partner for the Montreal Canadiens, Bell Centre, Place Bell, MTelus, the Corona Theatre and more, providing a safe and secure platform for fans to buy, sell and transfer verified tickets. The deal also includes numerous high-profile festivals including Osheaga, Heavy Montreal, and Ile Soniq", as it appears from **Exhibit P-2**;

6.1 Prior to the agreement referred to in the preceding paragraph, Ticketmaster and evenko were competitors, as evenko owned and operated its own platform to sell tickets (including the *vault* for fan-to-fan resale) to the events held at the aforementioned venues, such as the Bell Centre. In fact, a class action was previously authorized concerning evenko's competing platform (2018 QCCS 5078);

7. When Quebec Class Members purchase tickets using Ticketmaster's platforms (mobile and desktop), the contract is deemed to be entered into in Quebec (s. 54.2 CPA). Ticketmaster's activities are governed by the CPA and the *Competition Act*, among other legislation;

8. Ticketmaster advertises and sells at least two "categories" of tickets to Class Members on the primary market. The first are "***Regular***" tickets and the second "***Official Platinum***" tickets, the latter which Ticketmaster's website notably describes as follows, as it appears from **Exhibit P-3**:

> What are Official Platinum Seats?
>
> Official Platinum Seats are **premium tickets** to concerts and other events made available by artists and Event Organizers through Ticketmaster. They give fans fair and safe access to **some of the best seats in the house**.

9. The above statements are false and misleading because Ticketmaster unilaterally decides which tickets it advertises and sells as "Official Platinum" based on a given event. The result is that most, if not all, of the tickets advertised and sold as "Official Platinum" are neither "*premium tickets*" nor "*some of the best seats in the house*" and are, in fact, just regular tickets sold by Ticketmaster at an artificially inflated premium in bad faith;

9.1 The above statements are also false and misleading because "Official Platinum" seats are not made available by artists and certainly not at a price that gouges consumers as alleged herein. In fact, many popular artists have spoken out against Ticketmaster's price-gouging of consumers, such as Taylor Swift and Robert Smith

of the Cure, who tweeted on March 15, 2023, concerning "*Ticketmaster fees*" and that "*the artist has no way to limit them*" as it appears from **Exhibit P-8**:

10. Class Members do not receive any additional perk or benefit when purchasing an "Official Platinum" ticket versus a "Regular" ticket. In both cases, they receive access to a seat for an event and nothing more, as reported in a La Presse article published on October 27, 2022, titled "*Pourquoi les billets de spectacles sont-ils si chers ?*", communicated as **Exhibit P-4**:

> S'agissait-il de forfaits VIP ? Pas du tout. Des places « platines » à plus de 400 $, que Ticketmaster qualifie comme « les meilleurs billets », sont même accompagnées d'une mention « **vue partiellement obstruée** ».
>
> « Tout ça rend les billets inaccessibles pour le commun des mortels, commente Philippe Larocque. Ça ne peut plus être une sortie ordinaire d'aller voir un show, ça devient un luxe. »

11. Often, and as it appears from Exhibit P-4, the "Regular" seats are better situated and sold for less money than the "Official Platinum" seats. Ticketmaster takes advantage of the consumers' passion and credulity, especially when the tickets are just released and sold for a popular concert, such as P!NK, Madonna, Drake and Justin Bieber to name a few;

12. By advertising certain tickets as "Official Platinum", Ticketmaster gives Class Members the false impression that those seats are better, more limited and more valuable than the "Regular" tickets, thereby enabling Ticketmaster to charge a premium based on these false representations;

13. When purchasing tickets on Ticketmaster, there is a clock running that indicates the "time Remaining" and Ticketmaster is well aware that Class Members do not have the luxury of time to analyze every microscopic detail […] of a given ticket before

completing a purchase or to even compare the difference between "Regular" seats and "Official Platinum Seats", especially when the tickets are just released for a popular concert (in which case Class Members wait in a virtual queue with thousands of other fans and have only one chance to select tickets and if not are kicked out of the purchase platform and placed back in the queue);

14. Quebec's CPA provides:

218. To determine whether or not a representation constitutes a prohibited practice, the general impression it gives, and, as the case may be, the literal meaning of the terms used therein must be taken into account.	**218**. Pour déterminer si une représentation constitue une pratique interdite, il faut tenir compte de l'impression générale qu'elle donne et, s'il y a lieu, du sens littéral des termes qui y sont employés.
219. No merchant, manufacturer or advertiser may, by any means whatever, make false or misleading representations to a consumer.	**219.** Aucun commerçant, fabricant ou publicitaire ne peut, par quelque moyen que ce soit, faire une représentation fausse ou trompeuse à un consommateur.
228. No merchant, manufacturer or advertiser may fail to mention an important fact in any representation made to a consumer.	**228.** Aucun commerçant, fabricant ou publicitaire ne peut, dans une représentation qu'il fait à un consommateur, passer sous silence un fait important.
239. No merchant, manufacturer or advertiser may, by any means whatever, (*a*) distort the meaning of any information, opinion or testimony; …	**239.** Aucun commerçant, fabricant ou publicitaire ne peut, par quelque moyen que ce soit: *a*) déformer le sens d'une information, d'une opinion ou d'un témoignage; …

15. The word "platinum" is widely known to refer to the most expensive precious metal, even more than gold, and is even defined as "*platinum reflects a greater number or value than gold*". In the entertainment industry, the term "platinum" is synonymous with "*having sold a minimum of one million copies*" (one million for albums and two million for singles), both definitions appearing in **Exhibit P-5**, and is known in the music industry as the platinum certification;

16. There is therefore no doubt that Ticketmaster misleadingly uses the term "platinum" and distorts its meaning when it markets and sells its tickets to Class Members;

17. The words Ticketmaster uses to communicate with the public certainly go through strenuous research and analysis by its marketing and legal teams, and not merely a coincidence. As a publicly traded multibillion-dollar corporation, Ticketmaster's

goal is to maximize profits for shareholders by selling more tickets at the highest prices possible. Using the terms “platinum” enables Ticketmaster to achieve this objective;

18. However, a “Platinum Official” ticket should always be for a better seat than a “Regular” ticket and not just a means for Ticketmaster to maximize profits at the expense of consumers, who are ultimately fans wishing to see a given performer live;

19. Given that the CPA is of public order and that Ticketmaster intentionally misleads consumers for their own financial gain, the damages to Class Members in this case is the aggregate of the price paid for “Platinum Official” tickets minus what these tickets would have been priced at, truthfully, as regular tickets, in addition to their claim for punitive damages. The Applicant’s situation as alleged below is a perfect illustration as to how calculating damages is possible on a collective basis;

19.1 The damages suffered by the Subclass Members are equal to the difference between the artificially inflated price that they paid for their tickets and the price that they should have paid in a competitive market system, had there not been an agreement between Ticketmaster and the event organizer(s) to fix a floor price for resale tickets (in other words, had they let fans resell their tickets for whatever price they wish, including at a loss, i.e. below the price they paid for the tickets, which would have enabled other consumers to purchase tickets at a less price below face value);

20. The Applicant hereby calls upon the Defendants to preserve all data relevant to the present action, including but not limited to the contracts with producers, artists and venues, as well as the pricing schedules for all events (concerts, sporting, cultural, etc.), including all agreements with the event organizers to fix floor prices;

21. It is safe for Applicant to assume that Ticketmaster has generated gross sales in the millions of dollars while continuing to engage in these prohibited practices;

22. Therefore, the purpose of this class action is to obtain:

    a) an injunction ordering the Defendants to modify their platforms (mobile and desktop) and to cease the prohibited business practices;

    b) compensation in the amounts overcharged by the Defendants for “Platinum Official” tickets;

    c) punitive damages for Class Members; and

    d) compensatory damages, in an amount to be determined on the merits following an expertise, on account of the aggregate of the damages suffered as a result of the floor price-fixing agreements between Ticketmaster and the event organizers.

II. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (S. 575 CCP):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

23. The Applicant is a consumer within the meaning of the CPA and the *Competition Act*;

24. Applicant is a huge fan of the singer known as "P!NK" and heard that she would be performing at the Bell Centre in Montreal on November 1, 2023, as part of her *P!NK Trustfall Tour*;

25. On February 21, 2023, the Applicant decided to purchase three tickets to P!NK's concert;

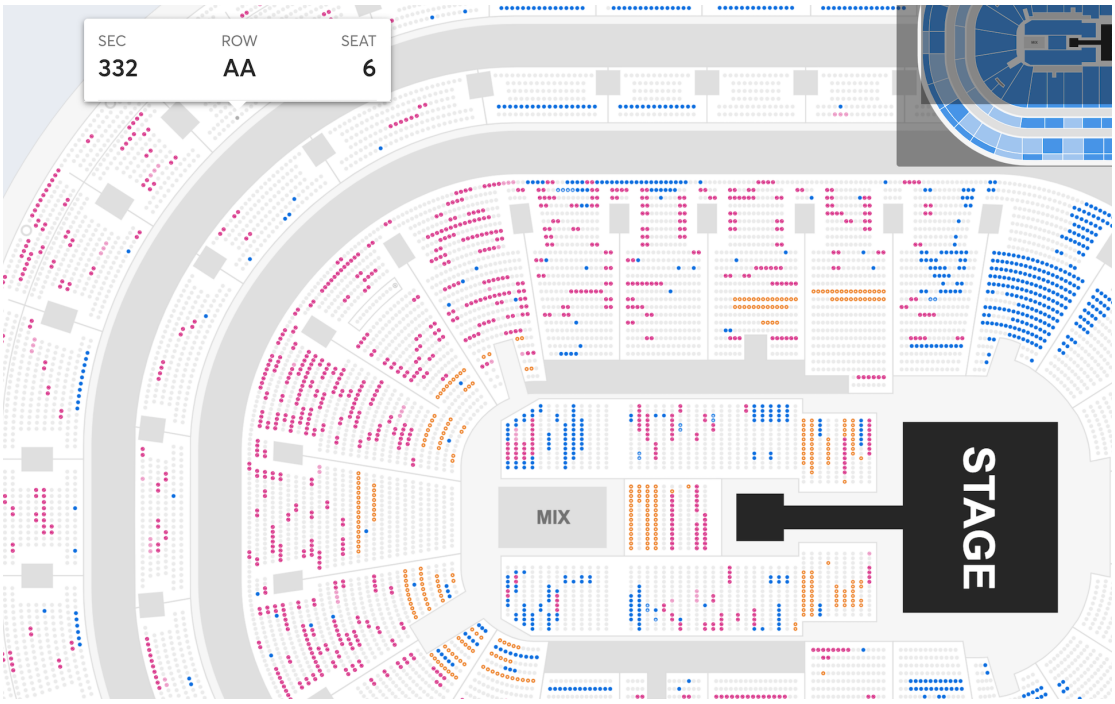
26. To purchase these tickets, Applicant used the Ticketmaster website on February 21, 2023. Initially, she was placed in a virtual queue and Ticketmaster indicated that there were more than 2000 other fans waiting in line before her;

27. A few minutes later, when it was her turn to select tickets, the Applicant browsed the seating map and, with very limited seating options and time, tried to choose the best seats possible within her budget;

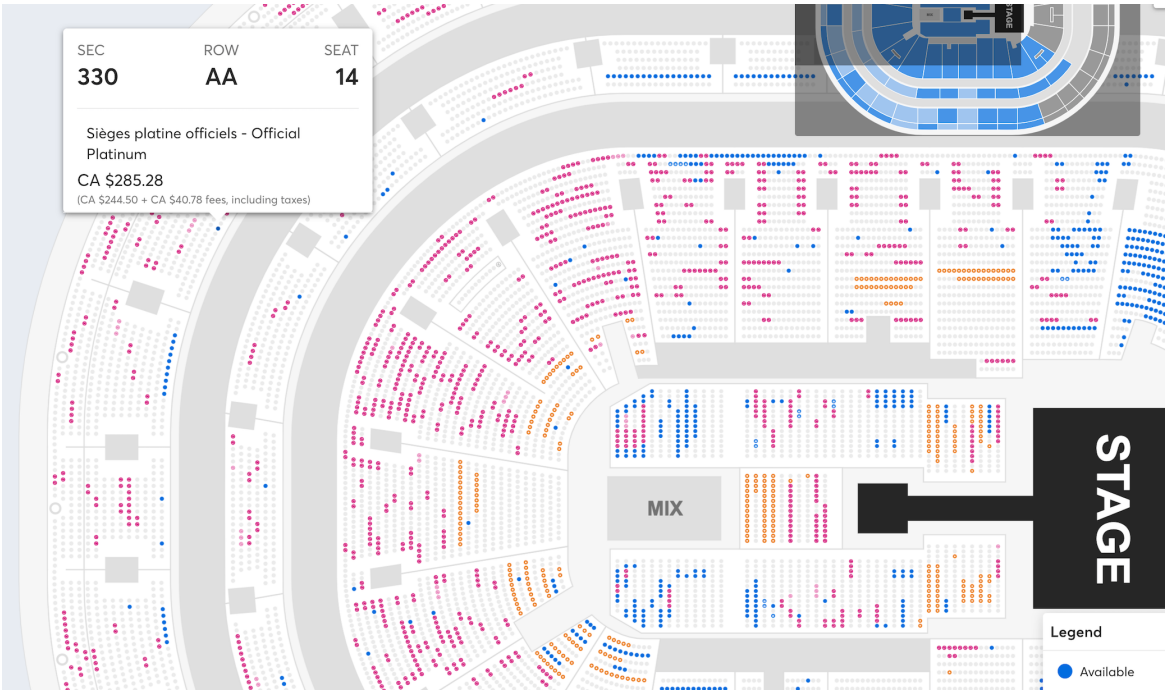
28. One of the few available options for three tickets seated together was in section 332 row AA, seats 4, 5 and 6;

29. To her complete surprise, these tickets were priced by Ticketmaster – on the primary market – for $348.99 per ticket (advertised as "Platinum Official"), for a total of $1,046.97 for the trio;

30. The reason she was so surprised is because these seats were certainly not premium or "some of the best seats in the house" as Ticketmaster describes them. Rather, they were some of the worst seats in the house as they are in the **14th to the last row** of the Bell Centre (which has a seating capacity of more than 21,000) all the way at the opposite extremity of the stage, as appears from the illustration below showing her seat in **section 332 row AA** […], communicated as **Exhibit P-9**:



30.1 Applicant notes that although she paid $348.99 per “Official Platinum” ticket that she purchased from Ticketmaster, virtually identical seats are, as of March 22, 2023, listed for sale by Ticketmaster as “Official Platinum” tickets for $285.28, as it appears from **Exhibit P-10**:



31. Applicant now understands (as can be seen above in Exhibit P-10) that the only reason why Ticketmaster uses the terms "Platinum Official" is to justify charging a premium […] for tickets, because […] virtually the exact same seat (**section 330, row AA**) is now advertised at **$285.28** per ticket (and the actual "regular" price is likely less as we will eventually find out from the contract with the performer/venue). […] The video communicated as **Exhibit P-6** […] further confirms the Applicant's syllogism and that the issue is systemic and impacts all events and Class Members;

32. The situation is identical for both mobile and desktop transactions on Ticketmaster;

33. The Applicant purchased her 3 tickets in section 332 row AA for a total $1,046.97 […] (i.e. **$348.99** each) because she and her co-workers really wanted to see the P!NK concert and, at the time, was under the false impression that: (i) P!NK would only be performing 1 concert at the Bell Centre (i.e. on November 1, 2023); and (ii) that she was purchasing "Platinum Official" seats, which, according to Ticketmaster, should be "some of the best seats in the house", which they clearly were not;

34. Applicant communicates her purchase receipt from Ticketmaster as **Exhibit P-11**;

35. The same day as her purchase, and only a few hours later, Ticketmaster announced that P!NK would be performing a second concert in Montreal on the following day, Thursday, November 2, 2023;

36. Of course, adding a second concert date doubles the supply of tickets available on the market and naturally decreases the price (see paragraphs 30, 30.1 and 31 above perfectly illustrating this reality);

37. Applicant hereby alleges that Ticketmaster was very well aware that P!NK – one of the most famous singers in the world today – would be performing two concerts in Montreal when it initially released tickets for the first concert, but concealed this information (i.e. the existence of the second concert) from the public in order to squeeze out as much money as possible from real fans who lined up (virtually) to purchase tickets for the first show. This concealment is a clear violation of section 228 CPA and paragraphs 30, 30.1 and 31 above prove the Applicant's damages of, at the very least, $63.71 per ticket for a total of $191.13 (i.e. ($348.99 – $285.28) x 3);

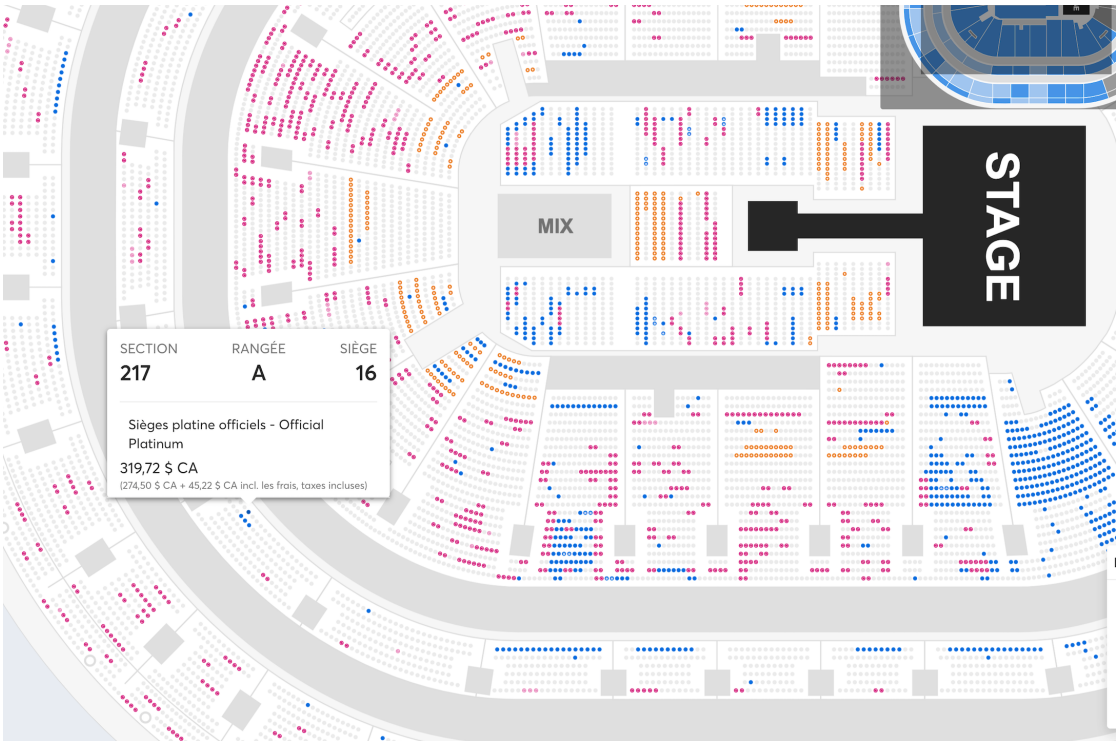
37.1 To demonstrate the systemic nature of this illegal practice and the existence of a prejudice to all Class Members that can be quantified and calculated in the aggregate, Applicant here refers to **Exhibit P-6** showing that the damages for a consumer who purchased 2 tickets to see the Drake concert in Montreal (for similar tickets) would be $362.48 per ticket for a total of $724.96 (i.e. ($789.54 – $427.06) x 2);

38. […] Once Ticketmaster finally disclosed the existence of the second P!NK concert, the Applicant decided to try to purchase better seats than the ones she purchased for the first show in section 332, which clearly are not the "best seats in the house" as advertised by Ticketmaster (and as appears from Exhibit P-9) and are in fact

some of the worse seats “in the house”;

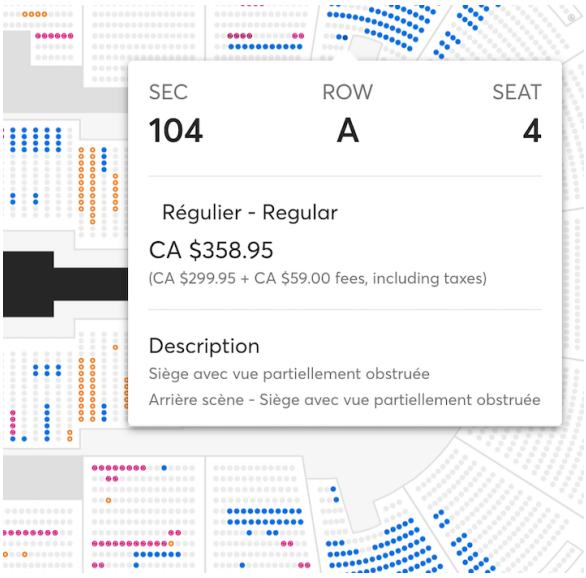
38.1 Therefore, on February 23, 2023, the Applicant browsed the seating map for P!NK’s second concert scheduled for November 2, 2023, and noticed that Ticketmaster was selling better seats for only $6.89 more than she paid for her first purchase for the first night. Needing to make a fast decision, and assuming that she would be able to sell her 3 other tickets, the Applicant purchased 5 “Official Platinum” tickets, this time in section 217 row A, seats 13 to 17, for **$355.88** each (for a total of $1,779.40), as it appears from her second purchase receipt communicated as **Exhibit P-12**;

38.2 Once again, there can be no debate that tickets in section 217 row A are certainly not the “best seats in the house” contrary to Ticketmaster’s advertising, and as it appears from **Exhibit P-13**:

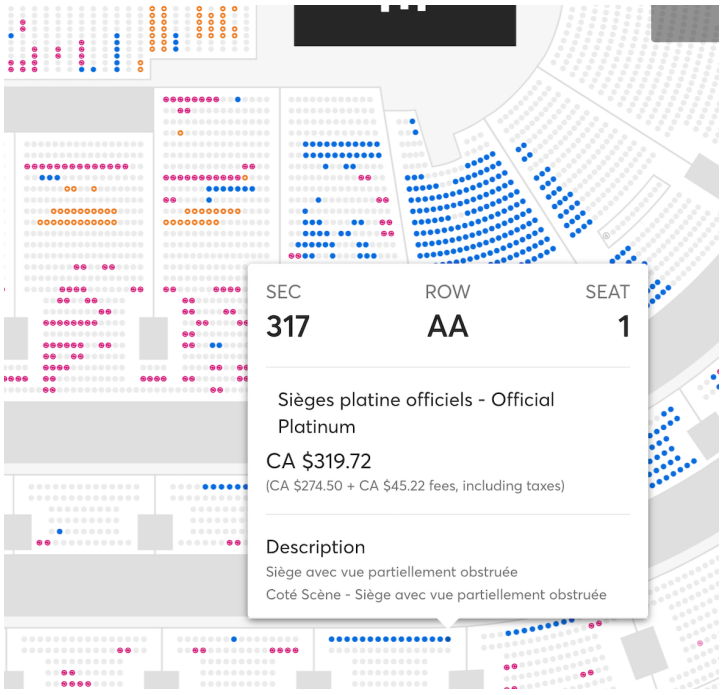


38.3 As it further appears from Exhibit P-13, the price for a ticket in Section 217 row A is, as of March 22, 2023, listed on Ticketmaster for $319.72, which is $36.16 less than what the Applicant paid (for total quantifiable damages of $36.16 x 5 = $180.80);

38.4 To make things worse, as of March 22, 2023, Ticketmaster is now selling much better situated seats as “Regular” tickets for $358.95 (section 104 row A, which is 5 rows from the stage), which is almost the same amount paid by the Applicant for tickets in the nosebleeds ($358.95), as it appears from the video capture communicated as **Exhibit P-14** and the screen capture below:



38.5 Although section 104 row A is objectively a better situated seat than section 332 row AA or section 217 row A, Ticketmaster may argue that the "Regular" seat in section 104 row A for $358.95 mentions "*Siège avec vu partiellement obstruée*". However, this counterargument would be completely disingenuous given that Ticketmaster advertises and sells significantly worse situated "obstructed view" seats to the P!NK concert (and other concerts) as "Platinum Official", as it appears from **Exhibit P-15**:



39. The Applicant's damages are a direct and proximate result of […] Ticketmaster's greed, anticompetitive conduct, dominance of monopolistic position as the only primary seller and failure to respect the law, especially in these circumstances where Ticketmaster takes advantage of vulnerable consumers;

Ticketmaster's Anticompetitive Conduct and Price Fixing

39.1 The Applicant tried to mitigate her damages by listing the tickets she purchased (for the first night) for sale by using Ticketmaster's Verified Resale platform. However, Ticketmaster imposed a price floor of $345.01 per ticket for this event ("*l'organisateur de cet évènement* ***a fixé un prix*** *de revente minimum de CA$345.01 pour cet événement*"), all the while declaring that tickets in that section are selling for as low as $231.00, as it appears from **Exhibit P-16** (page 2 of which shows that Ticketmaster would have also charged $48.44 in fees if her tickets sold):

P!NK: TRUSTFALL TOUR

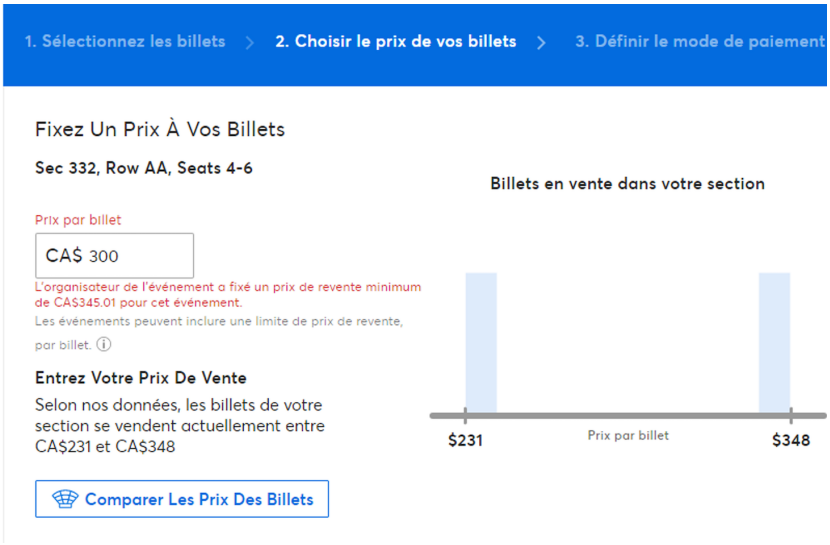
mer. • 1 nov. • 19h30

Centre Bell

1909 avenue des Canadiens-de-Montréal, Montreal, QC, H4B 5G0

Partager

Besoin d'aide pour votre commande?



39.2 Obviously, Applicant will never be able to sell her tickets for $345.01 or more (i.e. the imposed floor price fixed by Ticketmaster) when tickets in the same section are selling for $231.00;

39.3 It appears from Exhibit P-16 that Ticketmaster and "L'organisateur de l'événement" are engaged in anticompetitive conduct and price fixing (Ticketmaster admits this in Exhibit P-15 by stating "*a fixé un prix*"), which is activity prohibited under the general rules of Quebec civil law (art. 1457 CCQ), as well as under section 45 of the *Competition Act*, which prohibits agreements between two or more persons to prevent or unduly lessen competition or to unreasonably enhance the price of a product – which is precisely what is happening here;

39.4 There is no doubt that by imposing a price floor, Ticketmaster and "L'organisateur de l'événement" unreasonably enhance the price of the tickets they sell, because the Applicant was willing to sell on Ticketmaster's platform for less, but was prevented from doing so due to an openly admitted price-fixing agreement between Ticketmaster and "L'organisateur de l'événement". The result is that the end consumers – such as the Applicant – end up paying more for tickets on Ticketmaster;

39.5 Indeed, the damages suffered by the Applicant and the Subclass Members are equal to the difference between the artificially inflated price that they paid for tickets on Ticketmaster and the price that they would have paid in a competitive market system, without price floors fixed by Ticketmaster and "L'organisateur de l'événement";

39.6 Applicant hereby alleges that evenko and Ticketmaster were competitors within the meaning of section 45 of the *Competition Act* and refers to the authorized class action against evenko concerning its ticket selling platform, which was very similar to Ticketmaster's current platform (S.C.M. no. 500-06-000924-189; 2018 QCCS 5078). Evenko simply outsourced its ticket sales to its competitor (see Exhibit P-2);

40. The Applicant brings this action in order to obtain monetary compensation for herself and Class/Subclass Members, but also to ensure that a practice change is obtained so that fans and families can attend concerts at more affordable "Regular" ticket prices (she is aware that many families simply cannot afford these prices);

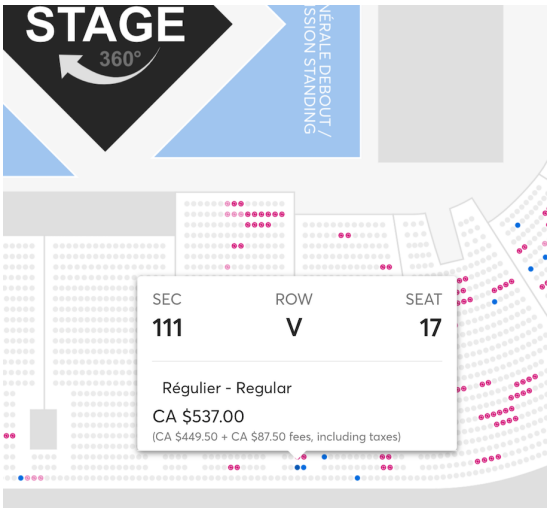
41. The Applicant has standing to request and obtain an injunction ordering the Defendants to cease the illegal practices;

42. The Applicant is aware of other Class/Subclass Members in an identical situation as her;

43. As a result of the foregoing, the Applicant is justified in claiming, for herself and on behalf of Class/Subclass Members, compensatory damages, as well as punitive damages based on repeated violations of ss. 219, 228 and 239(a) CPA (pursuant to s. 272 CPA), articles 6, 7, 1375 and 1457 CCQ, and sections 45 and 52 of the *Competition Act*, as well as injunctive relief pursuant to articles 509 and following CCP;

i. Applicant's claim for punitive damages (s. 272 CPA)

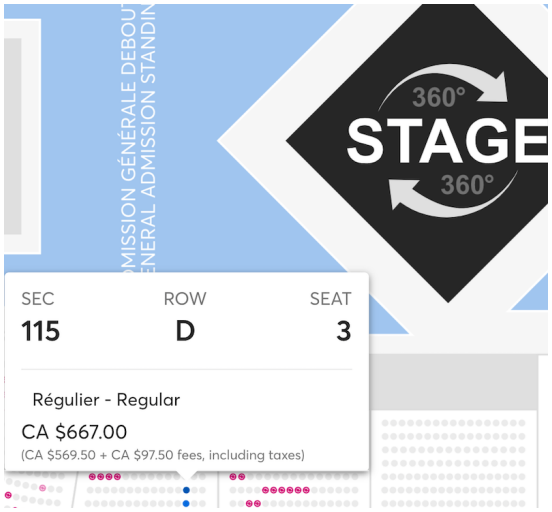
44. To leave no doubt that Ticketmaster's conduct is intentional, lax, careless, passive and ignorant with respect to consumers' rights and to its own obligations, the Applicant here refers to Exhibit P-6. This video shows that as of March 21, 2023, Ticketmaster is selling much better seats to the July 14, 2023, Drake concert (the show which many other Class and Subclass Members purchased tickets for) for significant less money than what others paid for worse seats advertised and sold as "Official Platinum":



45. As it appears from Exhibit P-6 and the above, much better tickets to the same Drake concert in section 111 row V are advertised by Ticketmaster for $537.00 each, which is $187.96 less than what other consumers paid per ticket […] for seats in the nosebleed sections, similar to the Applicant's situation for the P!NK tickets;

46. Ticketmaster can never deny that the ticket in section 111 row V (in the red section and only 23 rows from the stage) is objectively a much better ticket than section 317 row BB (in the *nose bleeds*). Yet, Ticketmaster advertises the seat in section 111 row V as "Regular" and the ticket in section 317 row BB as "Platinum Official", which leaves no doubt that it misleads consumers by using the term "platinum" and by stating on its website that the latter are "some of the best seats in the house", which is simply untrue;

47. The ticket in section 111 row V is not an anomaly. As it appears from Exhibit P-6, Ticketmaster advertises many much better seats than section 317 row BB as "Regular" and for less money, including some seats that are within 6 rows from the stage in the lower bowl (red) section, for example, section 115 row D for $**667.00**:



48. In this case, Ticketmaster breaches consumer protection legislation, even though they are very well aware of the requirements of the CPA because they have already faced several class actions in Quebec based on this legislation;

49. The Applicant alleges that the reason why Ticketmaster uses the term "Platinum Official" at the early stages of the ticket-selling process (for example at presale or when the tickets are first released to the general public) is to influence the consumers' purchase decision and maximize revenues at all costs;

50. Notwithstanding the preceding paragraph, as it concerns the issue of Ticketmaster's duty to inform under the CPA, the Court of Appeal held that the answer cannot be nuanced or deferred from one consumer to another: either Ticketmaster complies with the law or not, as the fault Ticketmaster is accused of here is objective and statutory (*Apple Canada inc. c. Badaoui*, 2021 QCCA 432, par. 45). As it concerns the general impression that the term "Platinum Official" gives, the Supreme Court has already decided that, once sued under the CPA, the analysis at to whether this term is misleading is also an objective one (*Richard v. Time Inc.*, 2012 SCC 8, paras. 49, 50, 75 and 116-118);

51. Ticketmaster's complete disregard for consumers' rights and to its own obligations under the CPA is in and of itself an important reason for this Court to enforce measures that will punish them, as well as deter and dissuade others from engaging in similar reprehensible conduct to the detriment of Quebec consumers;

52. The reality is that Ticketmaster has likely generated millions of dollars in profits by engaging in this prohibited practice – to the detriment of consumers;

53. Punitive damages have a preventive objective, that is, to discourage the repetition of such undesirable conduct;

54. Ticketmaster's violations are intentional and calculated;

55. The Applicant is accordingly entitled to claim and does hereby claim on behalf of Class members from Ticketmaster $300.00 per member on account of punitive damages;

56. Ticketmaster's patrimonial situation is so significant that the foregoing amount of punitive damages is appropriate in the circumstance;

B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:

57. The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Class, namely:

    a) Is Ticketmaster's use of the term "Platinum Official" false and misleading?

    b) Does Ticketmaster violate s. 219, 228 or 239(a) CPA?

c) Does Ticketmaster violate s. 52 of the *Competition Act*?

d) Does Ticketmaster act in bad faith?

e) Does Ticketmaster's price floor constitute price fixing contrary to section 45 of the *Competition Act* or anticompetitive conduct contrary to article 1457 CCQ?

f) If there has been a violation of one or more of these provisions, can the Class and Subclass Members claim compensatory and punitive damages from Ticketmaster? If so, in what amounts?

g) Should an injunctive remedy be ordered to prohibit Ticketmaster from continuing to perpetrate the unfair, deceitful and illegal practices?

58. The claims of every Class and Subclass Member are founded on very similar facts to the Applicant's claim since, as mentioned above, the question as to whether Ticketmaster complies with the law or not is objective and statutory, and does not vary between one consumer to another (*Apple Canada inc. c. Badaoui*, 2021 QCCA 432, para. 45; *Richard v. Time Inc.*, 2012 SCC 8, paras. 49, 50, 75 and 116-118);

59. By reason of the Defendants' unlawful conduct, the Applicant and every Class and Subclass Member have suffered damages, which they may collectively claim against Ticketmaster;

C) THE COMPOSITION OF THE CLASS

60. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;

61. Class Members include consumers and merchants in Quebec and across Canada who purchased a "Platinum Official" ticket from Ticketmaster for events (sporting, cultural, concert, etc.);

61.1 Subclass Members include consumers and merchants in Quebec and across Canada who purchased any kind of ticket from Ticketmaster for events (sporting, cultural, concert, etc.) for which Ticketmaster had an agreement with the event organizer that fixed a floor price for resale, such as the P!NK and Drake concerts (as well as many other concerts as will be confirmed in discovery). As a result of the price floor fixed by Ticketmaster, Subclass Members were purchasing tickets on an artificially inflated ("fixed") market, and not in a free and competitive market system;

62. The Applicant presumes that Ticketmaster has an important number of customers in Quebec and is aware of other Class Members in an identical situation as her. While she is unaware of the total number, she estimates that it is likely in the tens of thousands;

63. The names and addresses of all the other members included in the Class/Subclass

are not known to the Applicant, however, are all in the possession of Ticketmaster since the orders must be placed online with a valid email and are sent by email;

64. Class Members are numerous and are dispersed across the province and country;

65. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;

66. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) THE CLASS MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS

67. The Applicant requests that she be appointed the status of representative plaintiff for the following main reasons:

    a) She is a member of the Class and has a personal interest in seeking the conclusions that she proposes herein;

    b) She is competent, in that she has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;

    c) Her interests are not antagonistic to those of other Class members;

68. The Applicant adds that she participated in the drafting of the present application and has reviewed the exhibits;

69. She is taking this action to obtain compensation and also to denounce the widespread problems alleged herein causing ongoing prejudice to her fellow Class/Subclass Members, who at the end of the day, are hard-working Canadian citizens who want to enjoy their favourite singers perform live, without having to sacrifice on other life necessities, especially during these challenging times of inflation;

70. She is taking this action so that she and all Class/Subclass Members can be compensated, to force Ticketmaster to modify its practices and to hold them accountable;

III. DAMAGES

71. Ticketmaster has breached several obligations imposed on it by consumer protection legislation in Quebec, notably Quebec's CPA, including ss. 219, 228 and 239(a), 228, thus rendering sections 253 and 272 applicable. They have also violated s. 45 and 52 of the *Competition Act* and articles 6, 7, 1375 and 1457 CCQ;

72. In light of the foregoing, the following may be claimed collectively against the

Defendants:

a) compensatory damages to the Class Members in the aggregate amount of the difference between the prices charged for "Platinum Official" tickets and what their regular price ought to have been;

b) the damages suffered by the Subclass Members, which are equal to the difference between the artificially inflated price that they paid for their tickets and the price that they should have paid in a competitive market system, had there not been an agreement between Ticketmaster and the event organizer(s) to fix a floor price for resale tickets;

c) punitive damages of $300.00 per Class and Subclass member for the intentional breach of obligations imposed on the Defendants pursuant to s. 272 CPA and the common law; and

d) injunctive relief.

IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

73. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages and for injunctive relief;

74. The conclusions that the Applicant wishes to introduce by way of an originating application are:

1. **GRANT** the Representative Plaintiff's action against the Defendants;

2. **ORDER** the Defendants to cease perpetrating the unfair, deceitful and illegal practices;

3. **CONDEMN** the Defendants, solidarily, to pay to the Representative Plaintiff and the Class Members an amount to be determined in compensatory damages, and **ORDER** the collective recovery of these sums;

4. **CONDEMN** the Defendants, solidarily, to pay to the Representative Plaintiff and the Subclass Members an amount to be determined in compensatory damages for their anticompetitive conduct, and **ORDER** the collective recovery of these sums;

5. **CONDEMN** the Defendants, solidarily, to pay to the Class Members $300.00 each in punitive damages, and **ORDER** collective recovery of these sums;

6. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff*;

7. **ORDER** the Defendants, solidarily, to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

8. **ORDER** that the claims of individual Class and Subclass Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

9. **CONDEMN** the Defendants to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

10. **RENDER** any other order that this Honourable Court shall determine;

V. JURISDICTION

75. The Applicant requests that this class action be exercised before the Superior Court in the district of Laval, notably because […] the case was initially filed in this district.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **GRANT** the present Application;

2. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages and injunctive relief;

3. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class and Subclass herein described as:

All persons in Canada who purchased an "Official Platinum" ticket from Ticketmaster's website or mobile application; or any other class to be determined by the Court. (hereinafter referred to as the "**Class**")	Toutes les personnes au Canada qui ont acheté un billet « Platine officiel » sur le site Web ou l'application mobile de Ticketmaster; ou tout autre groupe à être déterminé par le Tribunal. (ci-après le « **Groupe** »)
All persons in Canada who purchased any type of ticket from Ticketmaster's website or mobile application, to an event for which Ticketmaster had an agreement with the event organizer that fixed a floor price for resale; or any other subclass to be determined by the Court.	Toutes les personnes au Canada qui ont acheté tout type de billet sur le site Web ou l'application mobile de Ticketmaster, pour un événement pour lequel Ticketmaster avait une entente avec l'organisateur de l'événement qui fixait un prix plancher pour la revente;

(hereinafter referred to as the "**Subclass**")	ou tout autre sous-groupe à être déterminé par le Tribunal. (ci-après le « **Sous-groupe** »)

4. **IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

   a) Is Ticketmaster's use of the term "Platinum Official" false and misleading?

   b) Does Ticketmaster violate s. 219, 228 or 239(a) CPA?

   c) Does Ticketmaster violate s. 52 of the *Competition Act*?

   d) Does Ticketmaster act in bad faith?

   e) Does Ticketmaster's price floor constitute price fixing contrary to section 45 of the *Competition Act* or anticompetitive conduct contrary to article 1457 CCQ?

   f) If there has been a violation of one or more of these provisions, can the Class and Subclass Members claim compensatory and punitive damages from the Defendants? If so, in what amounts?

   g) Should an injunctive remedy be ordered to prohibit Ticketmaster from continuing to perpetrate the unfair, deceitful and illegal practice?

5. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

   1. **GRANT** the Representative Plaintiff's action against the Defendants;

   2. **ORDER** the Defendants to cease perpetrating the unfair, deceitful and illegal practices;

   3. **CONDEMN** the Defendants, solidarily, to pay to the Representative Plaintiff and the Class Members an amount to be determined in compensatory damages, and **ORDER** the collective recovery of these sums;

   4. **CONDEMN** the Defendants, solidarily, to pay to the Representative Plaintiff and the Subclass Members an amount to be determined in compensatory damages for their anticompetitive conduct, and **ORDER** the collective recovery of these sums;

   5. **CONDEMN** the Defendants, solidarily, to pay to the Class Members $300.00 each in punitive damages, and **ORDER** collective recovery of these sums;

6. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff*;

7. **ORDER** the Defendants, solidarily, to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

8. **ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

9. **CONDEMN** the Defendants to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

10. **RENDER** any other order that this Honourable Court shall determine;

6. **DECLARE** that all members of the Class and Subclass that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

7. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notices to Class and Subclass members, date upon which the members of the Class/Subclass that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

8. **ORDER** the publication of a notice to the members of the Class in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein by e-mail to each Class and Subclass member, to their last known e-mail address, with the subject line “Notice of a Class Action”;

9. **THE WHOLE** with costs including publication fees.

Montreal, March 28, 2023

(s) LPC Avocat Inc.

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SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P)

Filing of a judicial application

Take notice that the Applicant has filed this *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* in the office of the Superior Court in the judicial district of **Laval**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the applicant.
If the application pertains to an employment contract, consumer contract or insurance

contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of Application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

Exhibit P-1: Copy of the enterprise's information statement from the Quebec enterprise register for Ticketmaster Canada LP;

Exhibit P-2: Copy of the announcement made by Live Nation on June 6, 2019;

Exhibit P-3: Screen capture of Ticketmaster's webpage concerning "Official Platinum" tickets;

Exhibit P-4: Copy of La Presse article titled "*Pourquoi les billets de spectacles sont-ils si chers ?*", dated October 27, 2022;

Exhibit P-5: Copy of the definition of the word "platinum";

Exhibit P-6: Video of a simulation of the purchase process on Ticketmaster;

Exhibit P-7: Copy of purchase confirmation of March 16, 2023;

Exhibit P-8: Screen capture of Robert Smith's tweet from March 15, 2023;

Exhibit P-9: Screen capture of Ticketmaster's website showing the seating map for the P!NK concert in Montreal;

Exhibit P-10: Screen capture of Ticketmaster's website showing the seating map for the P!NK concert in Montreal as of March 22, 2023, and displaying "Official Platinum" tickets for $285.28;

Exhibit P-11: Copy of Applicant's receipt for her 1st purchase (November 1 show);

Exhibit P-12: Copy of Applicant's receipt for her 2nd purchase (November 2 show);

Exhibit P-13: Screen capture of Ticketmaster's website showing the seating map for the P!NK concert in Montreal as of March 22, 2023, and displaying the seat in section 217 row A;

Exhibit P-14: Video of a simulation of the purchase process on Ticketmaster for the P!NK concert;

Exhibit P-15: Screen capture of Ticketmaster's website showing the seating map for the P!NK concert in Montreal as of March 22, 2023, and displaying obstructed view seats to the P!NK concert (in section 317) as "Platinum Official";

Exhibit P-16: Screen capture of Ticketmaster's resale page showing the price floor imposed by Ticketmaster and the Event Organizer.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, March 28, 2023

(s) LPC Avocat Inc.

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Email: jzukran@lpclex.com

NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 C.C.P.)

TO: **TICKETMASTER CANADA LP**
7001 SAINT-LAURENT BOULEVARD
MONTREAL, QUEBEC, H2S 3E3

TICKETMASTER CANADA HOLDINGS ULC
7001 SAINT-LAURENT BOULEVARD
MONTREAL, QUEBEC, H2S 3E3

TICKETMASTER CANADA ULC
7001 SAINT-LAURENT BOULEVARD
MONTREAL, QUEBEC, H2S 3E3

TICKETMASTER LLC
9348 CIVIC CENTER DRIVE
BEVERLY HILLS, CALIFORNIA, 90210, U.S.A.

Defendants

TAKE NOTICE that Applicant's *Amended Application to Authorize a Class Action* will be presented before the Superior Court of the Laval Courthouse, situated at **2800 St-Martin Boulevard West, Laval, Quebec, H7T 2S9**, on the date set by the coordinator of the Class Action chamber.

Montreal, March 28, 2023

(s) LPC Avocat Inc.

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