

SUPERIOR COURT

(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL.

No.: 500-06-001066-204

DATE: October 26, 2023.

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

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

JUDGMENT REGARDING THE APPROVAL OF A SETTLEMENT WITH TICKETMASTER AND LIVE NATION ENTITIES

[1] This action arises from the alleged refusal by multiple first and second market event ticket providers to provide timely refunds to consumers shortly after the March 2020 Covid-19 pandemic was declared, regarding events which were either cancelled, rescheduled, or postponed due to the Covid-19 restrictions.

[2] Several Defendants were initially the object of the Class Action Authorisation Application by Plaintiff.

[3] The Ticketmaster and Live Nation entities named as Defendants (the "Ticketmaster Defendants") fully contested the Authorisation proceedings.

[4] By judgment dated May 31, 2022 (the "**Authorization Judgment**"), a class action was authorized against the Defendants and Plaintiff was appointed as the Representative Plaintiff representing all persons included in the Class described as follows:

Toute personne présente sur le territoire du Québec au moment d'acheter un billet de spectacle (sans égard à l'endroit où le spectacle a lieu) entre le 12 mai 2017 et le 11 mars 2020, pour un spectacle devant avoir lieu le 11 mars 2020 ou après cette date, ensuite déplacé, reporté ou annulé, sans que la personne reçoive remboursement total dans les 15 jours de sa demande de remboursement.

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.

[5] The main issues of fact and law to be treated collectively were identified in the The common questions determined by the Authorization Judgment are as follows:

(a) Ticketmaster a-t-elle transgressé la LPC et le C.c.Q. par défaut de Rembourser les membres dès demande de leur part?

(a) Did Ticketmaster contravene the CPA and the C.C.Q. by its omission to reimburse the class members upon their request?

(b) Les membres ont-ils subi un préjudice indemnisable ?

(b) Did the Class Members suffer compensable injury ?

(c) Les membres qui ont obtenu plein remboursement du billet de spectacle ont-ils malgré cela subi un préjudice indemnisable?

(c) Did the Class Member whose ticket was fully refunded suffer nonetheless compensable injury?

(d) le comportement de Ticketmaster rend-elle celle-ci redevable de dommages punitifs?

(d) Is Ticketmaster liable for punitive damages due to its behaviour?

(e) faut-il ajouter des intérêts au remboursement du prix du billet de

(e) Must interest be added to the reimbursement of the ticket?

spectacle?

[6] On August 26, 2022, Plaintiff introduced its Originating Class Action Application against Ticketmaster Defendants.

[7] On March 8, 2023, after lengthy negotiations, Plaintiff entered into a settlement agreement with Ticketmaster Defendants (the "**Settlement Agreement**")¹.

[8] On, August 3rd, the Court approved the dissemination plan for the notice of authorization and of the Settlement approval hearing (**Settlement Hearing**), including the opt-out and objection deadlines, and scheduled the Settlement Hearing for October 18, 2023 (the "**Pre-Approval Judgment**"). The Court, however, refrained from modifying the Class at that stage as the notice of the authorization to bring a Class action had not been published at the time.

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

[10] The detailed "Email Notice & Mailing Report" dated September 18, 2023 issued by the Settlement Administrator was filed in the Court record².

[11] The Class Notice and all the materials disseminated and made available to Class Members, as well as any and all future information to be disseminated, were in both French and in English.

[12] The Class Notice explained to the potential Class Members the steps that they needed to take to be excluded from the class or to oppose the Settlement Agreement.

[13] Prior to the October 18, 2023, the Court received eleven opting-out forms from Class Members. It is however difficult to determine which are within or outside the opt-out period as the date on the record does not correspond to the date received but rather to the date it was recorded. However, those opt-out forms bearing a date after September 24, 2023 are clearly outside the deadline.

[14] No objection to the Settlement Agreement was received prior to or made at the hearing. The Fonds d'aide aux actions collectives (FAAC) provided the Court with helpful comments in respect of certain aspects of the Settlement Agreement.

¹ Exhibit R-1.

² Exhibit R-2.

[15] The definitions set out in the Settlement Agreement are incorporated herein unless otherwise indicated.

1. THE APPROVAL OF THE SETTLEMENT AGREEMENT

[16] The Settlement Agreement provides for a new definition of the Class Members as follows:

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.

(the "**Settlement Class**")

"**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.

[17] The proposed Settlement Class is quite different from the Authorized Class approved by Gagnon J..

[18] Amongst the major differences, the Court notes that the Authorized Class included members present on the territory of the province of Quebec at the time of the purchase irrespective of where the event was to be held.

[19] The Settlement Class is now limited to those having purchased a ticket for attending a show in the province of Quebec and having provided a billing address in Quebec.

[20] It also excludes those Members whose event was cancelled at the time as all those Class Members were automatically refunded at the time of cancellation.

[21] The difference between the Authorized Class and the Settlement Class is not insignificant. It represents over 60 000 persons. Not all those persons are Quebec

residents and some or several of them may have been members of other class actions in other jurisdictions for the same ticket(s).

[22] The Settlement Agreement provides for the following:

Each Settlement Class Member will receive an electronic Ticketmaster gift card with a single credit of fifteen Canadian dollars (CAD \$15.00) (no matter how many tickets were purchased) (the "**Credit**"). The Credit has no expiration date and is not convertible to cash. The Credit may be used towards the purchase of a ticket on the primary market using the Ticketmaster websites or mobile applications. Further terms and conditions are set out in the Settlement Agreement available at refundticketquebec.ca.

The Defendants also agreed to implement an Additional Refund Window: a new 30-day period during which purchasers who still hold their Tickets to any Events in Quebec which have not yet occurred and for which refunds are no longer available will be able to obtain a refund in exchange for cancellation of their Tickets. Class Members holding an eligible Ticket have already been informed of the Additional Refund Window by a separate email sent to the email address they used to purchase their tickets to that outstanding Event. Class Members who receive a refund through the Additional Refund Window will be considered Settlement Class Members and will be eligible to receive the Credit.

Each Settlement Class Member will provide a full and complete release of their claims against the Ticketmaster Defendants. The Agreement does not constitute an admission of liability by the Ticketmaster Defendants, who have agreed to settle only for the purpose of avoiding a trial and the additional costs and expenses related thereto.

The Settlement also provides that Class Counsel will seek Court approval of its Class Counsel Fees and expenses. These Class Counsel Fees will be paid by the Ticketmaster Defendants in addition to the Credit issued to Settlement Class Members. Therefore, Class Members will not be required to pay any portion of the Class Counsel Fees.

[23] The Parties are now seeking this Court's approval of the Settlement Agreement (including its Recitals and Schedules) and the issuance of a final judgment compelling the Parties and the Settlement Class Members to comply with its terms and conditions.

[24] Under article 590 C.C.P., a transaction is valid only if it is approved by the Court. The Court must consider the following factors before approving the Settlement Agreement:

24.1. les probabilités de succès du recours;

24.2. l'importance et la nature de la preuve administrée;

- 24.3. les termes et les conditions de la transaction;
- 24.4. la recommandation des procureurs et leur expérience;
- 24.5. le coût des dépenses futures et la durée probable du litige;
- 24.6. la recommandation d'une tierce personne neutre, le cas échéant;
- 24.7. le nombre et la nature des objections à la transaction;
- 24.8. la bonne foi des parties;
- 24.9. l'absence de collusion³.

[25] Not all nine factors need to be satisfied. The Court must look at the totality of these factors considering the specific circumstances involved⁴.

[26] In the present matter, the Court finds that:

- 26.1. The Authorized Class presented some challenges as it might have been difficult to determine where a transaction actually occurred (i.e. in Québec or outside). Jurisdictional issues would have arisen.
- 26.2. A settlement inclusive of all members of the Authorized Class (more or less 96 000) would have brought some difficulties with respect to its execution for shows cancelled, rescheduled or postponed and to be held outside Quebec.
- 26.3. Continued litigation in this class action would certainly be lengthy, and expensive. Moreover, given the right to appeal, the trial would not necessarily end the litigation.
- 26.4. It is estimated that 33 616 Settlement Class Members will be issued such a credit for a potential value of 504 240 \$.
- 26.5. The outcome of the class action is not a foregone conclusion. In effect, all Settlement Class Members for which shows have been canceled were already refunded. Those whose show was postponed or rescheduled were offered the opportunity to cancel their tickets. For those who kept their tickets irrespective of the possibility to ask for a refund, they would unlikely be entitled to a compensation. At stake would remain the time-period elapsed prior to the refund for those people whose show was postponed or rescheduled but who chose to

³ 9085-4886 *Quebec inc. c. Visa Canada Corporation*, 2015 QCCS 5921, par. 24;
Richard c. Volkswagen Group Canada inc., 2012 QCCS 5534, par. 45.

⁴ *Comité d'environnement de Ville-Émard (CEVE) c. Stodola*, 2016 QCCS 1834, par. 18.

request a refund from Ticketmaster.

- 26.6. An Additional Refund Window was opened even prior to the Court approving the Settlement Agreement. Approximately 969 Class Members who still held tickets and for which refunds were no longer available received an Additional Refund Window to the extent they now wanted to cancel their tickets and obtain a refund. The total Gross Ticket Value of this Additional Refund Window was estimated at two hundred and ten thousand (CAD \$210,000).
- 26.7. The number of Settlement Class Members who opted to benefit from this Additional Refund Window is fairly low (134) but it goes to show that several Class Members still wish to hold-on to their ticket in the expectations of the rescheduled event.
- 26.8. The Additional Refund Window is unlikely a remedy that could have been ordered by the Court.
- 26.9. The \$ 15 credit will also be offered to the Class Members requesting a refund pursuant to the Additional Refund Window.
- 26.10. The \$15 credit compares to a \$ 5 gift card obtained in the settlement of the parallel class action in Ontario⁵.

[27] The benefits offered in the Settlement Agreement are fair and adequate as the Class Members did not lose the value of their ticket. It provides a reasonable compensation to the Settlement Class Members and are worthy of approval. Settlement Class Members need not to request the Credit. It will automatically be sent to them by email and without an expiry date.

1.1 The probability of success

[28] As indicated in paragraphs 26.1 and 26.2 above, the outcome of the class action was not a foregone conclusion.

1.2 The result obtained

[29] Plaintiff reached other settlements with other Defendants in this matter. In the StubHub settlement portion of the file there were an estimated 204 Class Members, which is much lower than what is estimated in the present case. Justice Gagnon concluded that the typical StubHub client would likely have a real opportunity to use

⁵ *Beaucage v. Ticketmaster Canada Holdings ULC et al.*, (Court File No. CV-20-00640518-00CP).

its credit, given the considerable number of events available through StubHub. The same could be said for Ticketmaster.

[30] In the VIVID SEATS portion of the file, Class Members did not opt to use the credit «en masse». On the contrary, they chose not to claim the credit and keep their ticket.

[31] In our file, the gift-card credit applies to all the 33 616 persons whose show has been rescheduled or postponed, who chose to ask for a refund and for whom the refund has already been processed. The credit has no end date. It can be transferred to another person. The pick-up rate is therefore likely to be more significant as those Class Members already chose not to attend.

[32] The total value of the settlement at the time it was negotiated had a potential to reach \$ 810 000. If one adds the Class Counsel's fees being paid separately and not deducted from the benefits to the Settlement Class, one can argue that the value of the settlement is closer to \$ 1,13M. On top, Defendants are paying administration and notice fees including the cost of the Settlement Website.

[33] The Settlement is contingent upon Plaintiff Desjardins applying for the dismissal of her case file # 500-06-001072-202 as it was suspended to allow this file to proceed and it covers the same subject matter.

1.3 The recommendation of Experienced Counsel and Approval of the Plaintiff

[34] Class counsel is an experienced counsel. He has a significant expertise in class actions including consumer class actions.

[35] Class counsel negotiated numerous settlements throughout his career and believes that the Settlement Agreement is fair to the Settlement Class Members.

[36] The Settlement was reached in an adversarial context but is consistent with the terms of other credit-based settlements recently approved by this Court⁶.

1.4 The Future Expenses and the Probable Length of the litigation

[37] If the challenge by Ticketmaster at the authorisation hearing is any indication of how hotly debated the issue could have been, it would, in addition, have taken several years for the Settlement Class Members to see a benefit if any.

⁶ *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, *Abihisira v. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022.

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

1.5 The Number and Nature of any Opt-Outs and/or Objector

[39] Very few Authorised Class Members opted out. The number of Settlement Class Members opting out is even fewer.

1.6 The Good Faith of the Parties and the Absence of Collusion

[40] Good faith is presumed and there is no evidence to the contrary. Ticketmaster contested all aspects of the Class Action, and the settlement negotiations lasted many months.

2. THE APPROVAL OF CLASS COUNSEL'S FEES

[41] The Settlement Agreement provides for a Class counsel's fee of 230 000 \$ (plus GST and PST). Neither the Defendants nor the FAAC are challenging this amount.

[42] The following Counsel Fees have already been approved by the Honorable Justice Gagnon: a) \$ 40 000 in the StubHub portion of the file, (reduced from the claimed amount of \$ 100 000) and b) \$ 27 000 in the SeatGeek portion of the file.

[43] This Court granted Class Counsel \$ 30 000 in the Internet Referral Services portion of the file and \$ 25 000. in the Vivid Seats other portion of the file.

[44] In his StubHub decision, the Honorable Justice Gagnon made several comments to which the Court adheres to, namely:

[24] Fondamentalement, le Tribunal doit vérifier que l'avocat des membres du Groupe ait droit à une rémunération raisonnable et proportionnelle, en tenant compte des paramètres particuliers de l'affaire [citation omise]

[25] Les facteurs à considérer (selon une pondération variant selon le cas d'espèce), sont généralement les suivants :

- l'expérience des avocats;
- le temps qu'ils ont consacré à l'affaire;
- la difficulté du problème soumis;
- l'importance du dossier;
- la responsabilité assumée;
- la prestation de services professionnels inhabituels ou exigeant une compétence ou une célérité exceptionnelle;

- le résultat obtenu;
- les honoraires convenus;
- la finalité du recours;
- le risque assumé par les avocats en demande [citation omise].

[...]

[45] Justice Gagnon has already examined such criteria and the Court shares his conclusion with respect to the general aspects of the file that regard all Defendants.

[46] The Court must however consider some of the same criteria in respect of the Ticketmaster portion of the file.

2.1 The Importance of the Issue

[47] Consumer protection issues are directly related to the access to justice of several thousands of persons.

[48] Claims of this nature usually involve relatively small sums of money for which individuals are not ready to initiate a lawsuit. Class actions are often times the only way for consumers to obtain justice and for the society obtain that large companies or institutions change their practices.

2.2 The risk assumed

[49] The risk of success or failure was borne entirely by Class Counsel.

[50] 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.

2.3 Complexity of proceedings

[51] At the authorisation stage, Ticketmaster Defendants asked for permission to file evidence and to examine the Plaintiff before the hearing. Then, they vigorously contested the authorization itself, which lead to the Authorization Judgment.

[52] One can see from the description Class counsel makes in his application, all the other proceedings which were to be dealt with during the course of the Authorisation process.

[53] The definition of Class Members raised a significant debate with respect to whom should be allowed to participate in this class action, considering that other class actions had been introduced in other jurisdictions.

2.4 The results obtained

[54] The results have been discussed above and are found to be good for the Settlement Agreement Class. 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.

[55] Settlement Class Members have already received the refund of their ticket(s) and are now being further compensated for any delays in receiving the refund and/or other damages suffered.

[56] The Court must also highlight the simplicity of the recovery process.

2.5 The Professional Mandate & Attorneys' Fee Agreement

[57] The mandate was signed by Plaintiff and Class Counsel on June 29, 2020.

[58] It was agreed that the attorneys' fees with regard to the present class action be the higher of the following two calculations:

58.1. 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

58.2. 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).

[59] Class Counsel have not received any funding from the FAAC in the present matter.

[60] The straight docketed time of Class Counsel at the time of the Application to approve this Settlement, was a total of \$327,062.50 (plus taxes) in fees, plus \$7,709.99 (taxes included) in disbursements.

[61] Over 665 hours were spent on this matter excluding any time spent negotiating settlements with other Defendants.

[62] Based on the current results, in the Mandate & Attorneys' Fee Agreement the higher fee would have corresponded to the total number of hours worked on by the attorneys (at a rate between 350 \$/hour to 700 \$/hour) multiplied by 3.5. This would result in a payment of \$ 981,186.00 in Class Counsel's Fees.

[63] The requested amount of Class Counsel's Fees under the Settlement Agreement is lower than what was agreed to in the Professional Mandate & Attorneys' Fee Agreement signed with the Plaintiff.

[64] It also represents a reasonable percentage of the potential settlement value at the time it was negotiated. Inclusive of the value of the administration costs and publication/notification costs necessary to implement the settlement, and the value of the Class Counsel's Fees themselves the potential settlement value exceeds \$ 1,1 million.

[65] It is likely that Class Counsel's ongoing future obligations to the settlement process will involve work beyond today's approval hearing, especially concerning the claims process as detailed in the Settlement Agreement and toward the request for a final administration report and obtaining a closing judgment.

[66] The Court will approve Class Counsel's fees of \$ 230 000 (plus taxes).

3. FONDS D'AIDE AUX ACTIONS COLLECTIVES:

[67] The FAAC is entitled to receive a 2% levy on each individual claim liquidated through the process provided for at section 592 of the *Code of civil procedure*.

[68] The FAAC is asking that sums refunded through the Additional Refund Window to the 134 persons be segregated in individual amounts to ensure that the proper levy will be paid. In effect, for any individual claim paid above \$ 2 000 a different levy applies.

[69] The FAAC need not to know to whom the refund went but strictly what amount was paid individually.

[70] It is admitted that Ticketmaster did not withhold the levy from the payment made to Settlement Class Members participating in the Additional Refund Window. Ticketmaster agrees to pay to FAAC the levy, over and above the amounts paid to Settlement Class Members.

[71] Accordingly, the Court will order that the claims paid under the Additional Refund Window be individualized while maintaining the anonymity of the Class Members.

4. REPRESENTATIVE PERSONAL'S CLAIM

[72] Paragraph 37 of the Settlement Agreement provides for the payment of a pre-approved amount of \$ 1,000 as reimbursement of certain disbursements and expenses incurred by Plaintiff, including any unpaid portion of his personal claim, without the necessity of having to file any formal claim in the context of the

Settlement. No details were provided to the Court as to what the \$ 1,000 truly represents.

[73] As the Court intends to approve the Settlement Agreement, it goes without saying that if the Court said nothing about such payment, it could be viewed as the Court's authorisation for an indemnification of Plaintiff other than for his disbursements.

[74] The law⁷ and the jurisprudence⁸ are clear with respect to the payment of any indemnification other than disbursements to the Class Representative: it is prohibited. The Settlement Agreement not being conditional upon the approval of this payment, the Court will simply refrain from approving this paragraph, for fear that it might include an indemnification other than disbursements.

FOR THESE REASONS, THE COURT :

[75] DECLARES that the definitions found in the Ticketmaster Settlement Agreement find application in the present Judgment save and except if specifically modified herein;	DECLARE que les définitions apparaissant dans l'Entente de Règlement Ticketmaster s'appliquent au présent jugement, à moins qu'elles ne soient expressément modifiées dans les présentes;
[76] GRANTS the Application to approve a class action Settlement and for approval of the Class Counsel's Fees, except for paragraph 37 of the Ticketmaster Settlement Agreement;	ACCUEILLE la Demande d'approbation d'un règlement d'une action collective et des Honoraires des Avocats du Groupe, à l'exception de l'article 37 de l'Entente de Règlement Ticketmaster;
[77] DECLARES that the Settlement Agreement is fair and reasonable and in the best interest of the Settlement Class Members and constitutes a transaction pursuant to article 2631 of the Civil Code of Québec, binding upon all parties and upon every Settlement Class Members;	DÉCLARE que l'Entente de règlement est juste, raisonnable et dans l'intérêt véritable des Membres du Groupe de règlement, constituant une transaction au sens de l'article 2631 du Code civil du Québec qui lie toutes les parties et tous les Membres du Groupe du Règlement;
[78] APPROVES pursuant to article 590 of the Code of Civil Procedure, the Settlement Agreement as a transaction and ORDERS the Parties to abide by it;	APPROUVE au sens de l'article 590 du Code de procédure civile, l'Entente de Règlement en tant que transaction et

⁷ Article 593 C.c.p.

⁸ *Attar c. Fonds d'aide aux actions collectives*, 2020 QCCA 1121.

	ORDONNE aux Parties de s'y conformer;
[79] MODIFIES the definition of the authorised class, for the purposes of settlement only, to read as follows:	MODIFIE la définition du groupe autorisé, aux fins du règlement uniquement, pour qu'elle se lise comme suit :
"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;	Groupe du Règlement » ou « Membres 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'exclusions valide pendant la Période d'exclusion.
[80] APPROVES and ORDERS Defendants to pay within 30 days of this judgment Class Counsel's Fees of \$ 230 000 plus taxes, over and above the amounts paid or credited to the Settlement Class Members;	APPROUVE ET ORDONNE aux défenderesses de payer dans les 30 jours du présent jugement, les Honoraires des Avocats du Groupe de 230 000 \$ plus les taxes en sus des sommes payées ou créditées aux Membres du Groupe du Règlement;
[81] ORDERS the Settlement Administrator and the parties to render account of the execution of the judgment pursuant to section IX of the Settlement Agreement, at the latest 4 months after the Effective Date;	ORDONNE à l'Administrateur du Règlement et aux parties de faire rapport de l'exécution du jugement prévu à la section IX de l'Entente de Règlement, au plus tard 4 mois après la Date d'entrée en vigueur;
[82] DECLARES that there is no levy payable to the Fonds d'aide aux actions collectives, save and except for the amount calculated in accordance with section 1. 3 of the <i>Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives</i> (RLRQ, c. F-3.2.0.1.1, r. 2) on the refunds paid to	DÉCLARE 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 du <i>Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives</i> (RLRQ, c. F-3.2.0.1.1, r. 2) sur les remboursements payés aux

Settlement Class Members during the Additional Refund Window as provided for at paragraph 28 of the Settlement Agreement	Membres du Groupe de Règlement lors de la Fenêtre de remboursement supplémentaire, tel que prévu à l'article 28 de l'Entente de Règlement;
[83] ORDERS the defendants to pay to the Fonds d'aide aux actions collectives the sum to be levied as indicated above, within 30 days of this judgment and within the same period, ORDERS the defendants to provide the Fonds d'aide aux actions collectives with individualized details of each of the reimbursements thus made under the Additional Reimbursement Window while maintaining the anonymity of the Members of the Settlement Agreement;	ORDONNE aux défenderesses de payer au Fonds d'aide aux actions collectives la somme à prélever tel que ci-dessus indiquée, dans les 30 jours du présent jugement et dans le même délai, ORDONNE aux défenderesses de remettre au Fonds d'aide aux actions collectives le détail individualisé de chacun des remboursements ainsi effectués en vertu de la Fenêtre de remboursement supplémentaire tout en maintenant l'anonymat des Membres de l'Entente du Règlement;
[84] WITHOUT other legal costs.	SANS FRAIS DE JUSTICE



Signature numérique
de Pierre Nollet
Date : 2023.10.26
08:55:58 -04'00'

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 Vivid Seats LLC

Me Frikia Belogi
Me Ryan Maele
Attorneys for the Fonds d'aide aux actions collectives

Hearing date: October 18, 2023