

Annexe A

NOTICE OF APPROVAL HEARING FOR THE SETTLEMENT AGREEMENT WITH FEVER LABS INC.

Michel Plunus v. Fever Labs inc., n° 500-06-001207-220

Please read this notice carefully as it may affect your rights

This notice is issued in accordance with a Superior Court of Quebec judgement dated June 9, 2026, ordering that Fever Labs inc. (« **Fever** ») contact Class Members by email in connection with the *Michel Plunus v. Fever Labs Inc.* class action (file no. 500-06-001207-220).

SUBJECT

On January 29, 2024, the Superior Court of Quebec authorized a class action against Fever concerning the display of prices on the Fever platform and granted representative status to Mr. Michel Plunus (the “**Class Action**”). The authorization judgment is a preliminary step that simply allows the class action to move forward. It does not determine, nor does it imply, any finding of liability against Fever. The allegations made in this Class Action are disputed by Fever, and a trial was to be held at a later date to allow the Parties to make their representations. It is only after such a trial that the Superior Court would have determined whether Fever violated the *Consumer Protection Act*.

However, the Parties have instead opted to settle this matter amicably and have recently entered into a Settlement Agreement to bring this matter to a close, without any admission. A hearing is scheduled to approve the Settlement Agreement entered into by the Parties. This hearing will take place on September 11, 2026 at the Montreal Courthouse at 1 Notre-Dame Street East, Montreal, Province of Quebec, H2Y 1B6, at 9:30 a.m., in a room that will be posted on Class Counsel’s website <https://lambertavocats.ca/en/fever-class-action/>. You may participate in this hearing in person at the room indicated on Class Counsel’s website or virtually by using the Teams link that will also be posted on the same website.

WHAT IS THE CLASS ACTION ABOUT?

The Plaintiff alleges that Fever charges a higher price than advertised when purchasing event tickets on its website (www.feverup.com) by adding management fees to the advertised price in the later stages on the transaction. The Plaintiff is seeking compensation on behalf of the Class Members for the alleged breach of the Consumer Protection Act.

The Plaintiff's allegations have not been proven in court, and Fever denies these allegations and any liability for the display of prices on its platform.

THE TERMS OF THE SETTLEMENT AGREEMENT

A) What does the Settlement Agreement provide for?

If the Settlement Agreement is approved by the Court, Fever agrees to automatically issue a Credit worth \$6.17 per event ticket purchased to all Members eligible for the Credit in the form of a single-use promotional code. The Credit may be used for a future transaction on the Fever platform (www.feverup.com). The Credit will not be convertible into cash and cannot be combined with any other discount or promotion, but may be freely transferred to others.

In addition to issuing the Credit to the Members eligible for the Credit, Fever agrees to pay the Settlement Agreement's Administration Fees, as well as the Class Counsel Fees, the latter of which must be approved by the Court at the hearing on September 11, 2026.

Finally, Fever has changed, at least since October 3, 2023, the display of prices on its platform, www.feverup.com, so that the management fee per ticket is displayed on each event's description page, and has committed to maintaining this change.

In exchange, each Member who has not opted out of the Class Action will give Fever a full and final release from any cause of action arising from the facts alleged in the Class Action.

B) Who is covered by the Settlement Agreement?

The Settlement Agreement applies to all persons who meet each of the following criteria:

1. You reside in Quebec;
2. You purchased at least one ticket for an event on the Fever website www.feverup.com or on the Fever mobile app between May 28, 2019, and October 3, 2023.

YOUR OPTIONS MOVING FORWARD

A) Participate in the Settlement Agreement :

If you wish to participate in the Class Action and benefit from the Settlement Agreement, you do not need to do anything at this time. If you do not exclude yourself from the Class Action

by following the procedure below, you will automatically be issued a Credit if the Settlement Agreement is approved. Membership in the Class means that you will not be able to pursue further legal action against Fever for the matters alleged in the Class Action.

Please note that **you will not have to pay any fees or appear in court** unless you voluntarily intervene in the Class Action.

B) Opt out of the Class Action :

If you do not wish to participate in the settlement and wish to retain your right to pursue legal action against Fever individually in connection with the matters alleged in the Class Action, you must opt out of the Class Action. To opt out, you must write and sign an Opt Out Request. Your Opt Out Request must include:

- a. The Court docket number of the Class Action (file no. 500-06-001207-220);
- b. Your name and contact information;
- c. The email address that is associated with your Fever account;

and must be sent **by email** to Class Counsel (litige@lambertavocats.ca), as well as filed with the Registry of the Superior Court of Quebec, **in person or by mail**, at the following address:

Registry of the Superior Court of Quebec
Montreal Courthouse
1, Notre-Dame East Street
Room 1.120
Montreal (Quebec) H2Y 1B6

You can also use the Opt Out Form available on Class Counsel's website: <https://lambertavocats.ca/en/fever-class-action/>.

Your Opt Out Request must be received by the Registry of the Superior Court of Quebec no later than July 22, 2026.

C) Oppose the Settlement Agreement :

If you do not opt out of the Class Action and disagree with the terms of the Settlement Agreement, you may ask the Court to refuse to approve the Settlement Agreement by filing an opposition. To make a comment or express your opposition, you must submit your written observations to Class Counsel no later than July 22, 2026. You may also appear at the hearing

on September 11, 2026, either in person or through your own lawyer. Please note that representation by a lawyer is not required and that you are responsible for paying your own lawyer's fees and expenses if you chose to hire one.

Your opposition must include:

- a. The Court docket number of the Class Action (file no. 500-06-001207-220);
- b. Your name and contact information;
- c. The email address that is associated with your Fever account;
- d. Your comment or the motives for your opposition;
- e. Your lawyer's name and contact information, if applicable;
- f. A statement indicating whether you intend to attend the Approval Hearing;
- g. A copy of any documents supporting your comment or opposition, if applicable.

Your objection must be sent **by email** to Class Counsel (litige@lambertavocats.ca) **no later than July 22, 2026**.

Please also note that you cannot ask the Court to change the terms of the Settlement Agreement; the Court can only approve or reject the Settlement Agreement as it is written. If the Court refuses to approve the Settlement Agreement, no payment will be made and the Class Action will continue.

FOR MORE INFORMATION

If you have any questions about the Settlement Agreement or would like to obtain copies of the settlement documents, including the Settlement Agreement and its appendices, you can visit the settlement website at <https://lambertavocats.ca/en/fever-class-action/> or contact Class Counsel at the following address:

Lambert Avocats
1200, McGill College Avenue, #1800
Montreal (Quebec) H3B 4G7
Phone : 514 526-2378
Fax : 514 878-2378
Email : litige@lambertavocats.ca

This notice contains a summary of certain terms and conditions of the Settlement Agreement. In the event of any conflict between this notice and the Settlement Agreement, the terms and conditions of the Settlement Agreement shall prevail.