

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO:

500-06-000945-184

SUPERIOR COURT  
(Class Action)

---

**KRISTINA MCPHEE** residing and domiciled at 6245  
Belair in the city of Brossard Province of Quebec, J4Z  
1Z6

*Applicant*

- vs -

**LIVE NATION ENTERTAINMENT INC.**, a legal person  
duly constituted, having its head office at 9348 Civic  
Center Drive, Beverley Hills, California, 90210, United  
States of America, and a registered agent for service,  
Corporate Creations Network Inc. at 3411 Silverside  
Road, Tatnall Building, Ste 104, Wilmington, Delaware,  
19810, United States of America

-and-

**LIVE NATION WORLDWIDE INC.**, a legal person duly  
constituted, having its head office at 9348 Civic Center  
Drive, Beverley Hills, California, 90210, United States of  
America, and a registered agent for service, Corporate  
Creations Network Inc. at 3411 Silverside Road, Tatnall  
Building, Ste 104, Wilmington, Delaware, 19810, United  
States of America

-and-

**TICKETMASTER CANADA HOLDINGS ULC**, a legal  
person duly constituted, having its head office at 1959  
Upper Water Street, Suite 900, Halifax, Nova Scotia,  
B3J 3N2

-and-

**TICKETMASTER CANADA LP**, a limited partnership  
duly constituted, having its head office at 1 Blue Jays  
Way, Suite 3900, Toronto, Ontario, M4V 1J3

-and-

**TICKETMASTER L.L.C.**, a legal person duly  
constituted, having its head office at 8800 Sunset Blvd,  
West Hollywood, California, 90069, United States of  
America and a registered agent for service, Corporate  
Creations Network Inc. at 6802 Paragon Place, Suite  
410, Richmond, Virginia, 23230, United States of  
America

-and-

**THE V.I.P. TOUR COMPANY doing business as TICKETSNOW INTERNATIONAL, INC.**, a legal person duly constituted, having its head office at 3800 Golf Road, Suite 125, Rolling Meadows, Illinois, 60008, United States of America and a registered agent for service, Corporate Creations Network at 350 S Northwest Highway, Suite 300, Park Ridge, Illinois, 60068, United States of America

-and-

**TICKETSNOW.COM, INC.**, a legal person duly constituted, having its head office at 3800 Golf Road, Suite 125, Rolling Meadows, Illinois, 60008, United States of America and a registered agent for service, Corporate Creations Network at 350 S Northwest Highway, Suite 300, Park Ridge, Illinois, 60068, United States of America

-and-

**TNOW ENTERTAINMENT GROUP, INC.**, a legal person duly constituted, having its head office at 3800 Golf Road, Suite 125, Rolling Meadows, Illinois, 60008, United States of America and a registered agent for service, Corporate Creations Network at 350 S Northwest Highway, Suite 300, Park Ridge, Illinois, 60068, United States of America

*Defendants*

---

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS  
ACTION AND TO APPOINT A REPRESENTATIVE PLAINTIFF  
(Art. 574 C.C.P. and following)**

---

**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING  
IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANT STATES AS  
FOLLOWS:**

**I. GENERAL PRESENTATION**

1. Applicant wishes to institute a class action on behalf of the following group, of which she is a member, namely "all persons who, since 2009, while residing in Quebec, purchased 'secondary market' or 'resale' tickets for live sports, entertainment, and other events occurring in Canada through the defendants' web sites, apps, or other electronic marketplaces" (the "**Class**");

The Defendants

***Live Nation Entertainment, Inc.***

1. The Defendant Live Nation Entertainment, Inc. ("**Live Nation**" is a company organized and existing under the laws of Delaware, as shown in the corporate profile report communicated herewith as **Exhibit P-1**. Live Nation's headquarters are in Beverly Hills, California, as shown in the Bloomberg report communicated herewith as **Exhibit P-2**.
2. Live Nation describes itself as the largest live entertainment company in the world and the world's leading live entertainment ticketing sales and marketing company.
3. The Price Representations (defined *infra*) made to the public as accessed through ticketmaster.ca and ticketweb.ca come from a computer network under the control of Live Nation. Since approximately 2009, a consumer must access Live Nation's computer network in order to view these representations and purchase tickets to events.

***Live Nation Worldwide, Inc.***

4. The Defendant Live Nation Worldwide, Inc. ("**Live Nation Worldwide**") is a company organized and existing under the laws of Delaware, as shown in the corporate profile report communicated herewith as **Exhibit P-3**.
5. Live Nation Worldwide's headquarters are co-located with those of Live Nation in Beverly Hills, California, and it operates as a subsidiary of Live Nation, as shown in the Bloomberg report communicated herewith as **Exhibit P-4**.
6. Since approximately March 2013, Live Nation Worldwide has controlled the domain name ticketmaster.ca and the associated website.

***Ticketmaster Canada Holdings ULC***

7. The Defendant Ticketmaster Canada Holdings ULC ("**Ticketmaster Canada Holdings**") is an unlimited liability company organized and existing under the laws of the Province of Nova Scotia, as shown in the corporate profile report communicated herewith as **Exhibit P-5**.
8. Ticketmaster Canada Holdings carries on business throughout Canada, including in Quebec, as shown in the extract from the *Registraire des entreprises* communicated herewith as **Exhibit P-6**.
9. Ticketmaster Canada Holdings operates as a subsidiary of Live Nation, and was previously known as Ticketmaster Canada Ltd.
10. Since at least 2009, Ticketmaster Canada Holdings and its predecessor controlled and continue to control the domain name ticketweb.ca and the associated website.

11. Further, at certain times since 2010, websites accessed from ticketmaster.ca and ticketweb.ca identified Ticketmaster Canada Ltd. as the company handling consumer transactions and collecting payments for events in Canada with respect to ticketmaster.ca and ticketweb.ca.

#### ***Ticketmaster Canada LP***

12. The Defendant Ticketmaster Canada LP ("**Ticketmaster Canada**") is a limited partnership organized and existing under the laws of Ontario, and operates as a subsidiary of Live Nation with Ticketmaster Canada ULC acting as its general partner.
13. Ticketmaster Canada carries on business throughout Canada, including in Quebec, as shown in the extract from the *Registraire des entreprises* communicated herewith as **Exhibit P-7**.
14. Since at least 2009, Ticketmaster Canada has provided services enabling tickets to be sold to the Class through ticketmaster.ca.

#### ***Ticketmaster L.L.C.***

15. The Defendant Ticketmaster L.L.C. is a limited liability corporation organized and existing under the laws of Virginia, as shown in the corporate profile report communicated herewith as **Exhibit P-8**.
16. Ticketmaster L.L.C. is a subsidiary of Live Nation.
17. Since at least 2009 until approximately March 2013, Ticketmaster L.L.C. controlled the domain name ticketmaster.ca and the associated website.
18. Moreover, since approximately 2009, the website accessed from the domain name ticketmaster.ca identifies Ticketmaster L.L.C. as the company handling consumer transactions and collecting payments for events in the United States with respect to ticketmaster.ca.
19. Further, Ticketmaster L.L.C. offers the mobile application to consumers in Canada for download and use.

#### ***The V.I.P. Tour Company***

20. The Defendant V.I.P. Tour Company ("**VIP Tour**"), operating under the assumed name of TicketsNow International, Inc., is a company organized and operated pursuant to the laws of the State of Illinois, as shown in the corporate profile report communicated herewith as **Exhibit P-9**.

21. VIP Tour controls a computer network from which Price Representations (defined *infra*) are made, and which consumers can access through ticketsnow.com.
22. Since approximately 2009, a consumer must access VIP Tour's network in order to view these representations and purchase tickets to events.

***TNOW Entertainment Group, Inc.***

23. The Defendant TNOW Entertainment Group, Inc. is a company organized and operated pursuant to the laws of the State of Illinois, as shown in the corporate profile report communicated herewith as **Exhibit P-10**.
24. Since approximately 2009, a consumer must access VIP Tour's network in order to view these representations and purchase tickets to events.

***Ticketsnow.com, Inc.***

25. The Defendant Ticketsnow.com, Inc. ("**Ticketsnow**") is a company organized and operated pursuant to the laws of the State of Illinois, as shown in the corporate profile report communicated herewith as **Exhibit P-11**.
26. Ticketsnow operates as a subsidiary of Live Nation. Since approximately 2009, a consumer must access VIP Tour's network in order to view the Price Representations (defined *infra*) and purchase tickets to events.

***Many Corporations, One Mission***

27. Live Nation describes itself and the businesses it controls as the world's leading live entertainment ticketing sales and marketing company.
28. Live Nation and the other Defendants, which are its subsidiaries, act and have acted separately, jointly or in concert with each other to make or permit representations and supply tickets to sports and entertainment events since Live Nation took control of the other Defendants.
29. The interrelationships may be seen *inter alia* by the parent/subsidiary relationship between Live Nation and the other Defendants, and by the fact that various officers and directors of the Defendants are officers, directors, or employees of other Defendants.
30. The Defendants' operations are interrelated and interconnected in such a coupled and integrated manner that the Applicant is entitled to pursue this action against all of them collectively.
31. The Defendants Live Nation, Live Nation Worldwide, Ticketmaster Canada Holdings, Ticketmaster Canada, Ticketmaster L.L.C., VIP Tour, TNOW

Entertainment, and Ticketsnow are collectively referred to herein as the **Defendants**.

### ***Un-named Co-Conspirators***

32. Other corporations, persons, partnerships, firms or individuals not named in this motion as Defendants (because their identities are currently unknown to the Applicant) participated as co-conspirators in the Conspiracy (as defined below) and performed acts and made statements and agreements in furtherance of the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct (the "**Co-Conspirators**").
33. The Co-Conspirators were all persons whom it is reasonable to believe would have, in the absence of the Conspiracy, been likely to have competed with the Defendants with respect to the resale of tickets in Quebec and across Canada.

### General Facts

34. The Defendants derive hundreds of millions of dollars in revenue a year from members of the Class in Canada pursuant to their marketing and supply of tickets.
35. The Defendants have engaged in, and continue to engage in, deceptive marketing practices by promoting the sale of tickets to the public at prices that are not attainable (the "**Price Representations**") and then supply tickets at prices above the advertised price (the "**Overcharge**").
36. All Defendants which are subsidiaries of Live Nation, and Live Nation, have engaged in Price Representations and the Overcharge for a number of years and at least since the time they were under the control of Live Nation.
37. The Price Representations are made to and target the public and consumers in Canada on the websites accessible from "ticketmaster.ca", "ticketweb.ca", and "ticketsnow.com", as well as the Defendants' mobile applications.
38. The Defendants' Price Representations created the false impression that the Class and consumers in general could buy tickets to sports and entertainment events for less than what the Defendants actually charged.
39. The Defendants work together or individually to make or permit the Price Representations and supply tickets to the Class.
40. The Defendants' deceptive marketing practices (discussed below) negatively affect the Class' decision-making and resulted in harm to Class members. Conversely, for the Defendants, Price Representations, and other deceptive

marketing practices resulted in an increase in sales, revenues and receipt of the Overcharge.

41. The Price Representations targeting the class from the domains ticketmaster.ca, ticketweb.ca and ticketsnow.com, as well as on the Defendants' mobile applications, are substantially similar if not exactly the same.
42. The Defendants made Price Representations to the Class that promoted prices on their websites that were not attainable.
43. As an example, on their websites, the Defendants would promote concerts scheduled to take place at a certain date at a certain place. Class members interested in tickets from the Defendants would go to one of their websites, such as ticketmaster.ca, and were shown a particular page on the website.
44. Under a default "Buy on Map" tab on the said website page, Class members would select the seats that interested them directly from a graphical map. The said website would then pop up a message that would make a Price Representation for the ticket selected. At the bottom of the website page, the Price Representation would be repeated, with a button inviting the Class member to "Buy Tickets".
45. However, the Defendants' Price Representations in the above-mentioned example created the general impression to the Class members and consumers that they could buy the tickets selected for an event for less than what the Defendants would actually charge for the tickets to said event.
46. In the context of the Price Representation in the above-mentioned example, the Defendants will made similar Price Representations when Class members or Canadian consumers clicked on any of the other tabs from ticketmaster.ca or any of the other Defendants' websites or mobile applications in order to shop for event tickets from the Defendants.
47. Class members were subject to Price Representations when either purchasing a 'Standard Ticket' or a 'Verified Resale Ticket' with the difference between the two types of said tickets usually being different seats in the same or adjacent row and/or the same or adjacent section. The differences were not clearly indicated and the fact that 'Verified Resale Ticket' might be priced many times higher than the face value of the ticket was not highlighted.

#### The Conspiracy

48. Since 2009, if not earlier, the Defendants created and maintained various ticket resale programs and platforms to be utilized by Co-Conspirators to further the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct (as defined below).

49. One of the Defendants' ticket resale programs and platforms is referred to as the 'TradeDesk'.
50. The TradeDesk is labelled as a 'professional reseller program' by the Defendants. It is a web-based inventory management system for Co-Conspirators who include scalpers of various sizes.
51. Co-Conspirators include scalpers and ticket brokers who range in size and organization from individuals to entities that buy from hundreds, to thousands, to millions of tickets from the Defendants per year for various events.
52. The Defendants have stated to prospective users of the TradeDesk that the TradeDesk is "The most powerful ticket sales tool. Ever."
53. The TradeDesk allows Co-Conspirators to upload large quantities of tickets purchased from Defendants' various platforms and quickly list them again for resale on the Defendants' ticket resale platforms including the resale website pages and electronic platforms connected to the website [www.Ticketmaster.ca](http://www.Ticketmaster.ca) and [www.ticketmaster.com/](http://www.ticketmaster.com/)
54. The Defendants have enabled Co-Conspirators to utilize the TradeDesk platform to hike or drop prices on reams of tickets for resale on the Defendants' ticket resale platforms with a few clicks based on the Defendants and the Co-Conspirators' assessment of resale ticket demand.
55. The TradeDesk website is not open to the public and Co-Conspirators register with the Defendants to gain access to its services.
56. The Defendants' created a 'Professional Reseller Handbook', communicated herewith as **Exhibit P-12**, in which the Defendants state the services they will provide to Co-Conspirators utilizing the Defendants' TradeDesk and their other ticket reselling platforms including the following "**TradeDesk Services**":
  - a) Through Ticketmaster Resale Partner Services - when to contact:
    - i) Account Set Up;
    - ii) Product Demo Set Up;
    - iii) Account Maintenance;
    - iv) Billing Inquiries/Payment Questions;
    - v) Inventory Management;
    - vi) Double Sales; and
    - vii) Quality Metrics;
  - b) TradeDesk Sales - when to contact:
    - i) For detailed information on our custom broker solution, TradeDesk;



- c) TradeDesk & eiBox Office Technical Support- when to contact:
  - i) Inventory Not Updating;
  - ii) You Sold Tickets That Were On Hold With Us;
  - iii) Scheduled Product Demos;
  - iv) TradeDesk or eiBO Performance Issues;
  - v) Barcode Errors; and
  - vi) Barcode Locks;
  
- d) Ticketmaster Resale Professional Reseller Hotline- when to contact:
  - i) All questions regarding pending or finalized Ticketmaster Resale and TicketsNow orders;
  - ii) Order-level issues with delivery and fulfillment;
  - iii) Discussing alternate tickets on rejected orders;
  - iv) Assistance with generating airbills or barcode errors on finalized orders; and
  - v) To check on hold requests for pending orders;
  
- e) Ticketmaster (Primary and TM+) Customer Service Line for Professional Resellers- when to contact:
  - i) For assistance with existing Ticketmaster Primary and Fan-to-Fan (TM+) orders;
  - ii) No new sales may be conducted on this line; and
  - iii) No exceptions will be made to policies listed on Ticketmaster.com;
  
- f) Stating that "Ticketmaster Resale is committed to the quality of the consumer experience. We want consumers to know that when they purchase from Ticketmaster Resale consumer websites, we will:"
  - i) Provide a 100% unconditional guarantee, which states that once an order is confirmed, the customer will receive authentic tickets in time for their event;
  - ii) Ensure the validity of the tickets that are Verified by Ticketmaster;
  - iii) Ensure they receive the tickets they requested; and
  - iv) Deliver their tickets promptly, professionally, and when promised;
  
- g) Stating that "When professional resellers participate in the Ticketmaster Resale Marketplace, they can expect:"
  - i) To list tickets alongside the best professional ticket resellers in the country;
  - ii) Adherence to the NATB Code of Ethics and the rules of the Marketplace; and
  - iii) Business-to-business transactions will be conducted promptly and professionally;

- h) Stating that “We cannot do this alone. We rely on the professional reseller community to partner with us to achieve the best consumer and seller experience possible. It is the very foundation of the Ticketmaster Resale Partner Program, and its principles hold true in both the Ticketmaster Resale Marketplace and Ticketmaster Resale consumer websites; and
- i) Stating that “Terms outlined in this Seller Handbook are in addition to the Ticketmaster Resale Listing Agreement and Terms of Use Agreement in TradeDesk and on eventinventory.com. This Seller Handbook and the Ticketmaster Resale Listing Agreement apply to all Ticketmaster Resale consumer websites, including TicketsNow, and the Ticketmaster.com resale program, TM+.

57. The Defendants’ TradeDesk Services and other ticket reseller services also include services and assurances to Co-Conspirators that are not listed in the ‘Professional Reseller Handbook’ that include, but are not limited to the following **“Unlisted TradeDesk Services”**:

- i) The Defendants’ ticket resale division isn’t interested in whether Co-Conspirator’s use automated software and fake identities to bypass the Defendants’ ticket-buying limits;
- ii) The Defendants’ assurance to Co-Conspirators of their understanding that in the business of scalping, “If you want to get a good show and the ticket limit is six or eight ... you’re not going to make a living on six or eight tickets”;
- iii) The Defendants assurance to Co-Conspirators that while the Defendants have a “buyer abuse” division that looks out for blatantly suspicious online activity, the Defendants’ actual practice in said ticket resale division is to not police TradeDesk users or report their activity in manner that evidences their breaches of the Defendants’ own terms of service;
- iv) The Defendants’ assurance to Co-Conspirators the even in violation of the Defendants’ own terms of service, the Defendants don’t share reports, don’t share names, don’t share account information with divisions charged with stopping scalpers who use bots to buy event tickets from the Defendants;
- v) The Defendants’ assurance to Co-Conspirators that they will violate their own terms of service; and
- vi) The Defendants’ assurance to Co-Conspirators that their TradeDesk platform for which they state they have spent millions of dollars on, will lose its Co-Conspirators if they attempt to thwart scalpers’ ticket buying limits or do anything that might cause Co-Conspirators to be stuck with inventory they can’t sell with the Defendants.

58. The Defendants know and allow Co-Conspirators to utilize and benefit from their TradeDesk Services and Unlisted TradeDesk Services with some Co-Conspirators

purchasing as much of five million tickets from the Defendants a year in the breach of the Defendants' terms of service.

59. The Defendants know that the Co-Conspirators actions damage the interests of the Class.
60. In proceedings in the United States of America involving the Ticketmaster L.L.C., one decision of which is communicated herewith as **Exhibit P-13**, the Defendants' factual background in support of their lawsuit against entities similar to the Co-conspirators, referred to as '*Bot Defendants*' in the immediate paragraphs below, the Defendants asserted the following:
- a) Ticketmaster sells tickets for live entertainment events to the general public on behalf of its clients through its website, mobile app, and telephone call centers. Consumer demand for tickets to a given event often exceeds the supply available through Ticketmaster. This results in intense competition among consumers, who try to purchase tickets the moment that the tickets become available for sale on Ticketmaster's website and mobile app;
  - b) Ticketmaster has employed various measures in an effort to ensure a fair and equitable ticket purchasing process for its consumers. For instance, Ticketmaster requires each user to create a password-protected account before the user can purchase a ticket. This allows Ticketmaster to better regulate ticket sales, and it also functions as a form of password protection against unauthorized access to the Ticketmaster platform. Ticketmaster also limits the number of tickets that may be purchased in a single transaction and regulates the speed with which users may refresh their requests to search for, reserve, and purchase tickets;
  - c) Bot defendants are an enterprise that seeks to profit off the intense competition for tickets that Ticketmaster's platforms engender. They do this by purchasing large quantities of tickets from Ticketmaster and selling them at a markup on StubHub.com and other ticket resale sites. In order to gain an unfair advantage in searching for and buying these tickets, Bot defendants have employed robots, programs, and other automated devices, generally known and referred to herein as "bots." These bots inundate Ticketmaster's website and mobile app with page requests and ticket reserve requests at a far higher rate than would be possible for a human alone;
  - d) In an effort to put a stop to bots, Ticketmaster has employed several countermeasures, including:

- i) CAPTCHA, a security program whose purpose is to distinguish between human users and bots by requiring the purchaser to retype a series of random, partially obscured characters, a task designed to be impossible for a bot to accomplish;
  - ii) Splunk and other commercial data compilation and analysis services, which help Ticketmaster analyze its sales data and detect patterns that indicate that tickets have been purchased by bots; and
  - iii) Over Ticket Limit, a proprietary feature created to automatically block, in real time, the purchase of tickets that appear to be coming from bots;
- e) Despite Ticketmaster's efforts, Bot defendants have found ways to circumvent these countermeasures by using, among other things, colocation facilities with high speed bandwidth, random number and letter generators, cookie trading, and CAPTCHA farms;
- f) Bot defendants' enterprise seems to have achieved its goals. Bot defendants' used their bots to acquire tens of thousands of tickets for the New York stage play *Hamilton*, often purchasing thirty to forty percent of the entire amount of tickets available for a given performance. Defendants' bots also procured a majority of tickets available through Ticketmaster to the high-profile *Mayweather v. Pacquiao* boxing match in Las Vegas in 2015. In total, Ticketmaster estimates that between January 2015 and September 2016, Bot defendants' generated 9,047 dummy user accounts and 313,528 ticket orders, sending a total of six million requests to the Ticketmaster website and mobile app;
- g) Use of Ticketmaster's website is governed by its terms of use. Users must agree to the terms of use before they can view and use Ticketmaster's platforms, and both the website and mobile app repeatedly remind users that the terms of use govern the use of Ticketmaster's services. The terms of use grant users a "limited, conditional no-cost, non-exclusive, non-transferable, non-sub-licensable license to view Ticketmaster's site to purchase tickets as permitted by these terms for non-commercial purposes only if" the user agrees not to conduct certain activities. These activities include:
  - i) using any robot . . . or any other . . . device, tool, or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the content or the site, including with respect to any CAPTCHA displayed on the site;
  - ii) using any automated software or computer system to

- search for, reserve, buy, or otherwise obtain tickets;
- iii) accessing, reloading, or refreshing transactional event or ticketing pages, or making any other request to transactional servers, more than once during any three-second interval;
- iv) requesting more than 1,000 pages of the site in any 24-hour period, whether alone or with a group of individuals; and
- v) reproducing, modifying, displaying, publicly performing, distributing, or creating derivative works of the site or its content.

(the "**Bot-using Co-Conspirator Actions**")

61. The Defendants' TradeDesk Services and Unlisted TradeDesk Services helps Co-Conspirators, which includes scalpers, to resell their inventory instantly by synchronizing their Ticketmaster.ca and Ticketmaster.com accounts to upload already-purchased event seats onto ticket resale websites which includes the Defendants' ticket reseller platforms and websites.

62. Notwithstanding Ticketmaster L.L.C.'s claimed 'policies' and apparent willingness to litigate against known offenders, the Defendants have acquiesced, permitted, assisted, and enabled the very violations and consumer-harming "bot purchasing" practices that they publicly claim to distain.

63. Since 2009, the Defendants and Co-Conspirators, unlawfully conspired to:

- i) agree on the supply of resale event tickets for events in Quebec and elsewhere in Canada;
- ii) agree on the supply of events tickets to Co-Conspirators for events in Quebec and elsewhere in Canada;
- iii) agree on the prices of resale event tickets supplied for events in Quebec and elsewhere in Canada;
- iv) agree to allocate certain resale event ticket sales, resale event ticket market territories, resale event ticket customers, and resale event ticket markets amongst themselves for events in Quebec and elsewhere in Canada;
- v) agree on controlling and limiting the supply of resale event tickets to certain time periods leading up to the events of said resale event tickets for events in Quebec and elsewhere in Canada;
- vi) refuse to supply event tickets or resale event tickets on usual trade terms at all, or in adequate supplies to the Class for events in Quebec and elsewhere in Canada; and

(the "**Conspiracy**").

64. In furtherance of the Conspiracy, during the Class period, the following acts were done by the Defendants and Co-Conspirators:

- a) they increased or maintained the prices of resale event tickets;
- b) they allocated the volumes of sales of, and customers and markets for resale event tickets among themselves;
- c) they reduced the supply of resale event tickets;
- d) they communicated secretly, in person and by telephone, through electronic platforms including the Defendants' TradeDesk platform to discuss and fix prices and volumes of sales of resale event tickets;
- e) they exchanged information regarding the prices and volumes of sales of resale event tickets for the purposes of monitoring and enforcing adherence to the agreed upon prices, volumes of sales and markets;
- f) they refrained from submitting truly competitive prices for the supply of resale event tickets for events in Quebec and elsewhere in Canada;
- g) they took active steps to, and did, conceal the unlawful Conspiracy from their customers and the Class;
- h) they breached the Defendants' own various terms of services agreements to advance and grow the Conspiracy;
- i) they refrained from preventing Bot-using Co-Conspirator Actions on the Defendants' various resale ticket platforms including TradeDesk;
- j) they encouraged or assisted in the initial formation of the Conspiracy, or encouraged or assisted new members to join the Conspiracy;
- k) they deliberately counselled, procured, solicited or incited persons or competitors to join the Conspiracy, with the intention that the Conspiracy would be successfully maintained, and/or awareness of the unjustified risk that the Conspiracy would be successfully maintained as a result of their encouragement and involvement; and
- l) they intended to agree to form a conspiracy to fix prices of resale event tickets, completed such agreement to form a conspiracy to fix prices of resale event tickets, and had a common design to form a conspiracy to fix prices of resale event tickets for events in Quebec and elsewhere in Canada.

(the "**Conspiracy Acts**")

65. The Defendants and Co-Conspirators collectively dominate the market for resale event tickets in Quebec and in Canada.

66. By virtue of their market dominance and control, the Defendants and their Co-Conspirators have had, and continue to have, a significant impact on competition in the resale event tickets market and their conduct as pleaded herein has adversely effected competition in the resale event tickets market and artificially increased the price of resale event tickets for sale in Quebec and across Canada.

67. The Defendants and their Co-Conspirators were motivated to conspire and their predominant purposes and predominant concerns were to harm the Class by requiring them to pay artificially high prices for resale event tickets and, in so doing, to illegally increase their profits on the sale of resale event tickets.
68. The Defendants and supply event tickets, resale event tickets, and services to sell resale event tickets to various customers including entities who adhere to the Defendants' terms of service (the "**Other Resellers**") who are engaged in the business of supplying resale event tickets to the Class.
69. The Defendants and their Co-Conspirators conspired, with one or more of their competitors, to implicitly or explicitly, engage in conduct with Other Resellers by way of agreements, threats, promises, denial of access to electronic platforms such as Trade Desk, and other like means to either:
- a) confer benefits on Other Resellers who adhered to the Defendants' and their Co-Conspirators' propositions of pricing of the Other Resellers' selling or advertised prices for resale event tickets; or
  - b) impose penalties on Other Resellers that did not adhere to the Defendants' and their Co-Conspirators' propositions of pricing of the Other Resellers' selling or advertised prices for resale event tickets; or
  - c) require Other Resellers using the Defendants' ticket resale platforms to sell and advertise resale event tickets at particular prices.

(the "**Defendants' Price Maintenance Conduct**")

70. Since 2009, members of the Class who directly or indirectly purchased resale event tickets from non-Defendant or non-Co-Conspirator suppliers of resale event tickets (the "**Umbrella Purchasers**"), suffered damages measured as the difference between the actual prices paid by them and the "but for" prices that they would have obtained in a competitive market.
71. The Defendants and Co-Conspirators were aware and intended that Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct would result in Umbrella Purchasers paying supra-competitive prices for resale event tickets.
72. Other Resellers' prices for resale event tickets were lower prior to the Defendants' Price Maintenance Conduct.
73. Other Resellers' prices for resale event tickets would have been lower absent the Defendants' Price Maintenance Conduct.
74. The Defendants, their Co-Conspirators, and each of them conspired with one or more of their competitors to fix, maintain, increase, or control the prices or supplies of resale event tickets.

75. The Defendants and their Co-Conspirators competitors' pricing decisions were in part attributable to the Defendants and their Co-Conspirators price-fixing Conspiracy intentionally designed to raise market-wide prices of resale event tickets.
76. The Defendants and their Co-Conspirators kept their Conspiracy a secret, and their price-fixing activities were not known to the Applicant or the Class at the time of purchase, nor could they have been known, even through the exercise of reasonable diligence.
77. The Canadian subsidiaries of the foreign Defendants and their Co-Conspirators participated in and furthered the objectives of the Conspiracy by knowingly modifying their competitive behaviour in accordance with instructions received from their respective parent companies and thereby acted as agents in carrying out the Conspiracy and are liable for such acts.

#### The Conspiracy is Unveiled

78. On September 19, 2018, an investigation by the *Canadian Broadcasting Corporation* and the *Toronto Star* revealed that the Defendants were “recruiting professional scalpers who cheat its own system to expand its resale business and squeeze more money out of fans”.
79. The Canadian Broadcasting Corporation and the *Toronto Star* investigation also revealed the Defendants’ representatives stated that “Ticketmaster's resale division turns a blind eye to scalpers who use ticket-buying bots and fake identities to snatch up tickets and then resell them on the site for inflated prices. Those pricey resale tickets include extra fees for Ticketmaster.”
80. The Applicant communicates herewith a *CBC Investigates* article dated September 18<sup>th</sup>, 2018 as **Exhibit P-14** that outlines various deceptive pricing practices of the Defendants and the additional service fees and commissions which they earn through the resale platform.
81. The Applicant communicates herewith a *CBC Investigates* article dated September 19<sup>th</sup>, 2018 as **Exhibit P-15** that describes the TradeDesk platform, the profit potential of the resale platform, discounts available to large-volume resellers, and the sheer volume – “several million tickets per year” – involved.
82. The Applicant communicates herewith as **Exhibit P-16** correspondence between CBC, the *Toronto Star*, and Ticketmaster including the Defendants’ “statement” in response to the ongoing investigation.
83. The Applicant communicates herewith as **Exhibit P-17** a *Toronto Star* article dated September 25<sup>th</sup>, 2018 consolidating the ‘known facts’ regarding the



TradeDesk system and Ticketmaster's preliminary response to the revelations that it is *built* to encourage scalpers.

## **II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT**

84. On or about May 7<sup>th</sup>, 2018, the Applicant purchased through Ticketmaster tickets to the September 22<sup>nd</sup>, 2018 'BTS World Tour "Love Yourself"' event taking place at the FirstOntario Centre in Hamilton, Ontario.
85. This was the only Canadian stop on the international tour, and demand was expected to be high.
86. The Applicant only intended to purchase three tickets. But she only had the option for four tickets.
87. The Applicant understood from the Defendants' representations that tickets could be cancelled and refunded or sold to other purchasers if they were no longer wanted or needed.
88. To get the best possible seats, she and her son made simultaneous purchases.
89. The Applicant wound up purchasing a total of ten tickets at a cost of \$9,685.36 (including \$1,219.04 in "fees").
90. The Applicant learned afterward that because she had purchased Platinum "resale" tickets, they could not be cancelled or refunded.
91. The Defendant did not disclose, or did not adequately disclose, prior to the purchase being completed, that the Applicant was purchasing resale seats and did not disclose, contrary to s. 236.1(c) of the *Consumer Protection Act*, the face value of the tickets being purchased.
92. The Applicant paid significantly more for her "resale" tickets than she would have paid for the tickets in the primary market due to the Conspiracy.
93. The Conspiracy meant that most tickets in the primary market were quickly purchased by resellers (at face value) and then re-sold at significantly higher prices through Ticketmaster's secondary market.
94. As a result of the Defendants' conduct, the Applicant has suffered significant financial damages.
95. These damages are a direct and proximate result of the Defendants' failure to adhere to its own policies and practices, to monitor and control resellers, and the Defendants' Conspiracy with the Co-Conspirators as described above.

96. As a consequence of the foregoing, the Applicant is justified in claiming damages.

### **III. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE CLASS**

97. Every Member of the Class has purchased at least one ticket through the Defendants' resale marketplaces and has been harmed by the existence of the Conspiracy and its impact on the market economics.

98. Due to the Defendants' anti-competitive and illegal price-fixing activities, the Class was deprived of the benefit of a truly competitive marketplace and therefore paid higher prices for the resale event tickets the Class have purchased over the years.

99. The Class suffered damages caused directly by the intentional actions of the Defendants and their Co-Conspirators, equal to the difference between the artificially inflated prices that were paid for resale event tickets and the price that should have been paid in a truly competitive market system (the "**Resale Overcharge**").

100. Each member of the Class is justified in claiming punitive damages and compensatory damages in an amount to be determined at trial for the Resale Overcharge of tickets purchased through the Defendants' resale marketplaces.

101. Members of the Class are entitled to recover said damages from the Defendants, plus the costs related to investigation of this claim, pursuant to s. 36 of the *Competition Act*.

102. All of these damages to the Class are a direct and proximate result of the actions and inactions of the Defendants.

### **IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

A) The composition of the class renders the application of articles 91 or 143 C.C.P. difficult or impractical;

103. The Applicant is unaware of the specific number of persons in Quebec who will be members of the Class, but it is safe to estimate that thousands of Quebec residents have utilized these ticket resale services.

104. Class members are numerous and are scattered across the entire province and country.

105. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants.

Even if the class members themselves could afford such individual litigation, it would place an unjustifiable burden on the courts. Further, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the court system.

106. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the class to obtain mandates and to join them in one action.
  107. 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.
- B) The questions of fact and law which are identical, similar, or related with respect to each of the class members with regard to the Defendants and that which the Applicant wishes to have adjudicated upon by this class action
108. Individual questions, if any, pale by comparison to the numerous common questions that are significant to the outcome of the litigation.
  109. The damages sustained by the class members flow, in each instance, from a common nucleus of operative facts, namely, Defendant's misconduct.
  110. The recourses of the members raise identical, similar or related questions of fact or law, namely:
    - (a) Did the Defendants act in violation of sections 45(1)(a), 45(1)(c), 45(1)(d), or 61(1)(a) of the *Competition Act* by colluding or conspiring with one another and with their Co-Conspirators in respect of the secondary or resale market for event tickets?
    - (b) Did the Defendants act in violation of sections 1457 and 1458 of the *Civil Code of Quebec* by conspiring and colluding to artificially increase the prevailing prices of event tickets?
    - (c) Were the Class members aggrieved by the Defendants' conduct?
    - (d) What is the quantum of compensatory damages due to the Applicant and the Class?
    - (e) Are the Defendants jointly liable for the damages sustained by the Applicant and the Class?
    - (f) Should punitive damages be awarded against the Defendants?

(g) What are the amounts of punitive damages to award to the Applicant and to the Class?

111. The interests of justice favour that this motion be granted in accordance with its conclusions.

## **V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

112. The action that the Applicant wishes to institute on behalf of the members of the class is an action in damages and declaratory judgment.

113. The conclusions that the Applicant wishes to introduce by way of a motion to institute proceedings are:

**GRANT** the class action of the Applicant and each of the members of the class;

**DECLARE** that the Defendants have breached s. 236.1(c) of the *Consumer Protection Act* by failing to disclose the 'face value' of tickets prior to their being purchased through the resale platforms;

**CONDEMN** the Defendants to pay to the Applicant and the Class the aggregated difference between the amount paid for each ticket and the face value of said ticket and order collective recovery of these sums;

**CONDEMN** the Defendants to pay the sum of \$300 per transaction per Class member on account of punitive damages for violations of section 236.1 of the *CPA* and order collective recovery of these sums;

**DECLARE** that the Defendants and their Co-Conspirators breached civil liability obligations toward the Class pursuant to sections 1457 and 1458 of the *Civil Code of Quebec*, and rendered the Defendants liable to pay the damages which directly resulted from the conspiracy;

**DECLARE** that the Defendants and their Co-Conspirators engaged in activities prohibited under sections 45 and 46, 47 of the *Competition Act*, prohibiting agreements between competitors to fix, maintain, increase or control the prices of resale event tickets, prevent or unduly lessen competition the sale of resale event tickets, to unreasonably enhance the price of resale event tickets, or implement foreign directives to engage in activities prohibited under sections 45 of the *Competition Act*;

**DECLARE** that the Defendants and Co-Conspirators breached s. 45(1), s.46(1) and s. 47(1) of the *Competition Act*, rendering them liable for damages and costs of investigation under s. 36 of the *Competition Act* for acts described herein

including, but not limited to, Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct.

**DECLARE** that the Defendants' and Co-Conspirators unlawful conduct breached the *Competition Act* as it existed prior to amendments in 2010, and as it exists after 2010 and in particular:

(a) Since January 1, 2001, through agreements, verbal and written communications, and meetings amongst their employees and executives, the Defendants and Co-Conspirators conspired, agreed, and arranged to engage in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class and to thereby:

- (i) fix, maintain, increase, and control the prices of resale event tickets, and
- (ii) control the supply of resale event tickets in Quebec and the rest of Canada.

they thereby engaged in conduct that was contrary to ss. 45(1)(a) and (c) of the *Competition Act*.

(b) Between 2001 and March 11th, 2010, by:

- (i) agreeing to impose or requiring to engage in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class,
- (ii) penalizing or sanctioning Other Resellers and other entities who did not comply by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class, and
- (iii) refusing to supply or threatening to revoke access to the Defendants' ticket resale platforms or supply of event tickets to Other Resellers and other entities, who refused or did not comply by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class,

the Defendants and their Co-Conspirators influenced upward and discouraged the reduction of prices of resale event tickets and thereby engaged in conduct that was contrary to s. 61(1)(a) of the *Competition Act* and engaged in conduct that contravened s. 45(1)(d) of the *Competition Act* as in force up to March 11th, 2010 by restraining or injuring competition unduly.

(c) Between 2001 and March 11th, 2010, by:

- (i) by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class,
- (ii) penalizing or sanctioning Other Resellers and other entities who did not comply by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class, and

(iii) refusing to supply or threatening to revoke access to the Defendants' ticket resale platforms or supply of event tickets to Other Resellers and other entities, who refused or did not comply by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class, and,  
(iv) creating supplier and distribution agreements requiring compliance with the pricing schedules for resale event tickets for any advertising of prices of resale event tickets,  
the Defendants and their Co-Conspirators influenced upward and discouraged reduction of prices of resale event tickets and thereby engaged in conduct that contravened s. 45(1)(d) of the *Competition Act* as in force up to March 11th, 2010 by restraining or injuring competition unduly.

**CONDEMN** the Defendants to pay to the Applicant and to members of the Class on an aggregated and collective basis the amount of the Overcharge pursuant to the *Competition Act*;

**CONDEMN** the Defendants to pay to the Applicant the costs of investigating this action pursuant to s. 36 of the *Competition Act*;

**CONDEMN** the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize a class action;

**DECLARE** that the Defendants and their Co-Conspirators are jointly and severally liable for the acts of one another, in circumstances where they have colluded and conspired to cause the damages claimed;

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

**ORDER** that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

**CONDEMN** the Defendants to bear the costs of the present action including expert and notice fees;

**RENDER** any other order that this Honourable court shall determine and that is in the interest of the members of the class;

A) The Applicant requests that she be attributed the status of representative of the Class

114. The Applicant is a member of the proposed Class.

115. The Applicant is ready and available to manage and direct the present action in the interest of the members of the Class that she wishes to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the class, as well as to dedicate the time necessary for the present action before the Courts of Quebec and the *Fonds d'aide aux recours collectifs*, as the case may be, and to collaborate with their attorneys.
116. The Applicant has the capacity and interest to fairly and adequately protect and represent the interest of the members of the class.
117. The Applicant has given the mandate to her attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments.
118. The Applicant has given instructions to her attorneys to put information about this class action on its website and to collect the coordinates of those class members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the hearing.
119. The Applicant has in good faith instituted this action for the sole goal of having her rights, as well as the rights of other Class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants' conduct.
120. The Applicant understands the nature of the action.
121. The Applicant's interests are not antagonistic to those of other members of the class.

B) The Applicants suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal for the following reasons:

122. A great number of the members of the class reside in the judicial district of Montreal and in the appeal district of Montreal.
123. The Applicant's attorneys practice their profession in the judicial district of Montreal.
124. The present motion is well founded in fact and in law.

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

**GRANT** the present motion;

**AUTHORIZE** the bringing of a class action in the form of a motion to institute proceedings in damages and declaratory relief;

**ASCRIBE** the Applicant the status of representative of the persons included in the class herein described as “all persons who, since 2009, while residing in Quebec, purchased ‘secondary market’ or ‘resale’ tickets for live sports, entertainment, and other events occurring in Canada through the defendants’ web sites, apps, or other electronic marketplaces”.

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

- (a) Did the Defendants act in violation of sections 45(1)(a), 45(1)(c), 45(1)(d), or 61(1)(a) of the *Competition Act* by colluding or conspiring with one another and with their Co-Conspirators in respect of the secondary or resale market for event tickets?
- (b) Did the Defendants act in violation of sections 1457 and 1458 of the *Civil Code of Quebec* by conspiring and colluding to artificially increase the prevailing prices of event tickets?
- (c) Were the Class members aggrieved by the Defendants’ conduct?
- (d) What is the quantum of compensatory damages due to the Applicant and the Class?
- (e) Are the Defendants jointly liable for the damages sustained by the Applicant and the Class?
- (f) Should punitive damages be awarded against the Defendants?
- (g) What are the amounts of punitive damages to award to the Applicant and to the Class?

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

**GRANT** the class action of the Applicant and each of the members of the class;

**DECLARE** that the Defendants have breached s. 236.1(c) of the *Consumer Protection Act* by failing to disclose the ‘face value’ of tickets prior to their being purchased through the resale platforms;



**CONDEMN** the Defendants to pay to the Applicant and the Class the aggregated difference between the amount paid for each ticket and the face value of said ticket and order collective recovery of these sums;

**CONDEMN** the Defendants to pay the sum of \$300 per transaction per Class member on account of punitive damages for violations of section 236.1 of the CPA and order collective recovery of these sums;

**DECLARE** that the Defendants and their Co-Conspirators breached civil liability obligations toward the Class pursuant to sections 1457 and 1458 of the *Civil Code of Quebec*, and rendered the Defendants liable to pay the damages which directly resulted from the conspiracy;

**DECLARE** that the Defendants and their Co-Conspirators engaged in activities prohibited under sections 45 and 46, 47 of the *Competition Act*, prohibiting agreements between competitors to fix, maintain, increase or control the prices of resale event tickets, prevent or unduly lessen competition the sale of resale event tickets, to unreasonably enhance the price of resale event tickets, or implement foreign directives to engage in activities prohibited under sections 45 of the *Competition Act*;

**DECLARE** that the Defendants and Co-Conspirators breached s. 45(1), s.46(1) and s. 47(1) of the *Competition Act*, rendering them liable for damages and costs of investigation under s. 36 of the *Competition Act* for acts described herein including, but not limited to, Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct.

**DECLARE** that the Defendants' and Co-Conspirators unlawful conduct breached the *Competition Act* as it existed prior to amendments in 2010, and as it exists after 2010 and in particular:

(a) Since January 1, 2001, through agreements, verbal and written communications, and meetings amongst their employees and executives, the Defendants and Co-Conspirators conspired, agreed, and arranged to engage in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class and to thereby:

- (i) fix, maintain, increase, and control the prices of resale event tickets , and
- (ii) control the supply of resale event tickets in Quebec and the rest of Canada.

they thereby engaged in conduct that was contrary to ss. 45(1)(a) and (c) of the *Competition Act*.

(b) Between 2001 and March 11th, 2010, by:

- (i) agreeing to impose or requiring to engage in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class,

(ii) penalizing or sanctioning Other Resellers and other entities who did not comply by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class, and  
(iii) refusing to supply or threatening to revoke access to the Defendants' ticket resale platforms or supply of event tickets to Other Resellers and other entities, who refused or did not comply by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class,  
the Defendants and their Co-Conspirators influenced upward and discouraged the reduction of prices of resale event tickets and thereby engaged in conduct that was contrary to s. 61(1)(a) of the *Competition Act* and engaged in conduct that contravened s. 45(1)(d) of the *Competition Act* as in force up to March 11th, 2010 by restraining or injuring competition unduly.

(c) Between 2001 and March 11th, 2010, by:

(i) by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class,  
(ii) penalizing or sanctioning Other Resellers and other entities who did not comply by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class, and  
(iii) refusing to supply or threatening to revoke access to the Defendants' ticket resale platforms or supply of event tickets to Other Resellers and other entities, who refused or did not comply by engaging in the Conspiracy, Conspiracy Acts, and the Defendants' Price Maintenance Conduct to target the Class, and,  
(iv) creating supplier and distribution agreements requiring compliance with the pricing schedules for resale event tickets for any advertising of prices of resale event tickets,  
the Defendants and their Co-Conspirators influenced upward and discouraged reduction of prices of resale event tickets and thereby engaged in conduct that contravened s. 45(1)(d) of the *Competition Act* as in force up to March 11th, 2010 by restraining or injuring competition unduly.

**CONDEMN** the Defendants to pay to the Applicant and to members of the Class on an aggregated and collective basis the amount of the Overcharge pursuant to the *Competition Act*;

**CONDEMN** the Defendants to pay to the Applicant the costs of investigating this action pursuant to s. 36 of the *Competition Act*;

**CONDEMN** the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize a class action;

**DECLARE** that the Defendants and their Co-Conspirators are jointly and severally liable for the acts of one another, in circumstances where they have colluded and conspired to cause the damages claimed;

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

**ORDER** that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

**CONDEMN** the Defendants to bear the costs of the present action including expert and notice fees;

**RENDER** any other order that this Honourable court shall determine and that is in the interest of the members of the class;

**DECLARE** that all members of the class 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;

**FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

**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 in LA PRESSE and the NATIONAL POST;

**RENDER** any other order that this Honourable court shall determine and that is in the interest of the members of the class;

**THE WHOLE** with costs, including all publications fees.

Montreal, September 28<sup>th</sup>, 2018

  
Merchant Law Group LLP  
Attorneys for the Applicant



## **SUMMONS**

(Articles 145 and following C.C.P.)

### **Filing of a Judicial Application**

Take notice that the Applicant has filed this Application to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative in the office of the Superior Court of Quebec in the judicial district of Montreal.

### **Defendants' Answer**

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Street Est, Montréal, Québec, 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 judgement 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 to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative, the Applicant intends to use the following exhibits:

- Exhibit P-1 - Live Nation Entertainment, Inc - DE Corporate Profile.
- Exhibit P-2 - Live Nation Entertainment, Inc. - Bloomberg Profile
- Exhibit P-3 - Live Nation Worldwide, Inc. - DE Corporate Profile.
- Exhibit P-4 - Live Nation Worldwide, Inc. - Bloomberg Profile
- Exhibit P-5 - Ticketmaster Canada Holdings ULC - NS Corporate Profile Report
- Exhibit P-6 - Ticketmaster Canada Holdings ULC - REQ Profile
- Exhibit P-7 - Ticketmaster Canada LP - REQ Profile
- Exhibit P-8 - Ticketmaster L.L.C. - Virginia Corporate Profile
- Exhibit P-9 - The V.I.P. Tour Company - Illinois Secretary of State Profile
- Exhibit P-10 - TNOW Entertainment Group Inc. - Illinois Secretary of State Profile
- Exhibit P-11 - TicketsNow.com, Inc. - Illinois Secretary of State Profile

Exhibit P-12 - TMR Professional Reseller Handbook  
Exhibit P-13 - Ticketmaster L.L.C. v PR (US Case)  
Exhibit P-14 - CBC (18 Sep 2018)  
Exhibit P-15 - CBC (19 Sep 2018)  
Exhibit P-16 - CBC and Ticketmaster Correspondence  
Exhibit P-17 - Toronto Star (25 Sep 2018)

These Exhibits are available upon 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, September 28<sup>th</sup>, 2018



**Merchant Law Group LLP**

**10 rue Notre Dame Est, suite 200**

**Montréal (Québec) H2Y 1B7**

**Phone : 514-842-7776**

**Fax : 514-842-6687**

**Notifications : [elowe@merchantlaw.com](mailto:elowe@merchantlaw.com)**

Attorneys for the Applicant

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

**TO: LIVE NATION ENTERTAINMENT INC.**  
Attn: Corporate Creations Network Inc.  
3411 Silverside Road, Tatnall Building, Ste 104  
Wilmington, Delaware, 19810, United States of America

**LIVE NATION WORLDWIDE INC.**  
Attn: Corporate Creations Network Inc.  
3411 Silverside Road, Tatnall Building, Ste 104  
Wilmington, Delaware, 19810, United States of America

**TICKETMASTER CANADA HOLDINGS ULC**  
1959 Upper Water Street, Suite 900  
Halifax, Nova Scotia, B3J 3N2

**TICKETMASTER CANADA LP**  
1 Blue Jays Way, Suite 3900  
Toronto, Ontario, M4V 1J3

**TICKETMASTER L.L.C.**  
Attn: Corporate Creations Network Inc.  
6802 Paragon Place, Suite 410  
Richmond, Virginia, 23230, United States of America

**THE V.I.P. TOUR COMPANY**  
Attn: Corporate Creations Network  
350 S Northwest Highway, Suite 300  
Park Ridge, Illinois, 60068, United States of America

**TICKETSNOW.COM, INC.**  
Attn: Corporate Creations Network  
350 S Northwest Highway, Suite 300  
Park Ridge, Illinois, 60068, United States of America

**TNOW ENTERTAINMENT GROUP, INC.**  
Attn: Corporate Creations Network  
350 S Northwest Highway, Suite 300  
Park Ridge, Illinois, 60068, United States of America


**TAKE NOTICE** that the present FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO APPOINT A REPRESENTATIVE PLAINTIFF will be presented before one of the Honourable Judges of the Superior Court of Québec, at the Montreal



courthouse, located at 1, rue Notre-Dame Est, in the city and District of Montréal, on the date set by the coordinator of the class actions chamber.

PLEASE ACT ACCORDINGLY.

Montreal, September 28<sup>th</sup>, 2018

  
\_\_\_\_\_

**Merchant Law Group LLP**  
Attorneys for the Applicant

