

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(Class Action)
SUPERIOR COURT

NO: 500-06-000754-156

STEVE ABIHSIRA

Representative Plaintiff

-vs-

STUBHUB, INC.
EBAY, INC.
VIVID SEATS LLC
SEATGEEK, INC.
FANXCHANGE LIMITED
TICKETNETWORK, INC.
RAZORGATOR, INC.
TICKETCITY, INC.
UBERSEAT
TICKETMASTER CANADA LTD.
TICKETMASTER CANADA ULC
TICKETMASTER CANADA HOLDINGS ULC
TICKETMASTER LLC
TNOW ENTERTAINMENT GROUP, INC.
VIAGOGO AG

Respondents

and

**FONDS D'AIDE AUX ACTIONS
COLLECTIVES**

Impleaded Party

and

LPC AVOCAT INC.

Representative Plaintiff's Attorney

**AMENDED APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT
(TICKETMASTER) AND FOR APPROVAL OF CLASS COUNSEL'S FEES**

(Articles 590, 591 and 593 C.C.P., article 58 of the *Regulation of the Superior Court of Québec in civil matters*, CQLR c C-25.01, r 0.2.1, and article 32 of the *Act Respecting the Fonds d'aide aux actions collectives*, ch. F- 3.2.0.1.1)

TO THE HONOURABLE PIERRE-C. GAGNON OF THE SUPERIOR COURT OF QUEBEC, ACTING AS THE DESIGNATED JUDGE IN THE PRESENT CASE, THE REPRESENTATIVE PLAINTIFF AND HIS COUNSEL SUBMIT THE FOLLOWING:

I. INTRODUCTION

1. On January 24th, 2018, the Court authorized the class action for settlement purposes only against certain of the Defendants, namely Ticketmaster Canada Ltd., Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC, Ticketmaster LLC and TNOW Entertainment Group, Inc. (the “**Defendants**”) and approved the notice program set out at paragraphs 12 and 13 of the Settlement Agreement and Release (the “**Settlement Agreement**”), reproduced herewith as **Exhibit T-1**. On June 7, 2019, the Parties signed a second amendment to the Settlement Agreement (the “**Modified Settlement Agreement**”) which takes into account the number of Settlement Class Members whose email accounts are no longer active and provides further compensation to Settlement Class Members with active email accounts, communicated herewith in its entirety as **Exhibit T-7**;
2. The judgment was rectified on February 6th, 2018;
3. The class was described as follows in the authorization judgment:

In English:

All consumers within the meaning of the CPA residing in Quebec at the time of purchase who between June 23rd, 2013 and May 24, 2017 purchased, for an event in the province of Quebec, while physically located in Quebec, at least one (1) Ticket with the use of a computer or mobile device through either the www.ticketmaster.ca website or using one of the Settling Defendants’ mobile applications, on the primary market;

In French:

Tout consommateur au sens de la Loi sur la Protection du Consommateur, résidant et physiquement présent au Québec au moment de l’achat qui, entre le 23 juin 2013 et le 24 mai 2017 ont effectué l’achat d’au moins un (1) Billet sur le marché primaire, pour un évènement tenu dans la province de Québec au moyen d’un ordinateur ou d’un appareil mobile, soit sur le site web www.ticketmaster.ca ou par l’entremise de l’une des applications mobiles des Défendeurs partie au Règlement.

4. The Notices were emailed directly to Class Members in accordance with the notice program approved by the Court, as it appears from copies of the emails

sent to Class Members by the Claims Administrator filed herewith as **Exhibit T-2** and from the affidavit of the Claims Administrator filed herewith as **Exhibit T-8**;

- 4.1 As appears from her affidavit, Exhibit T-8, the Claims Administrator sent Pre-Approval Notices by email to 137 040 email addresses that Ticketmaster provided according to its records, representing 137 040 Settlement Class Members, and received notice that 21 846 of those emails had bounced back as undeliverable;
- 4.2 The Parties have determined that it is not reasonable, proportionate or economically efficient in the circumstances to make efforts to provide further notice of the settlement or compensation to those 21 846 Settlement Class Members by other means;
- 4.3 In light of this new information, the Parties concluded the Modified Settlement Agreement to encourage participation in the benefits of the settlement among those 115 194 Settlement Class Members who did receive the Pre-Approval Notice, and to provide *cy-près* benefits by payment to charity for any of those Settlement Class Members who do not use the Credit issued to them before it expires;
5. Although no “opt out” forms were received by Class Counsel, one Class Member sent Class Counsel an email stating that he has elected to opt out of the Settlement Agreement (claiming that he was a former employee of Ticketmaster) and one objection to the Settlement Agreement was received via email by Class Counsel, as it appears from copies of said emails filed *en liasse* herewith as **Exhibit T-3**;
6. The Parties have agreed on a draft of the Notice of Approval of the Modified Settlement Agreement, with the French and English versions respectively attached hereto *en liasse* as **Exhibit T-4**;
7. For the reasons that follow, the Representative Plaintiff asks that this Court approve the Modified Settlement Agreement;

II. APPROVAL OF THE MODIFIED SETTLEMENT AGREEMENT

8. The criteria which the case law has established for approval of a class action settlement are the following:
 - i) The probability of success;
 - ii) The amount and nature of discovery;
 - iii) The terms and conditions of the Settlement Agreement;
 - iv) The attorneys’ recommendation and their experience;

- v) Approval of the Plaintiff;
 - vi) The future expenses and probable length of the litigation;
 - vii) The number and nature of any opt-outs and/or objectors;
 - viii) Good faith of the parties and the absence of collusion;
9. The Representative Plaintiff submits that an analysis of all of these criteria should lead this Court to conclude that the Modified Settlement Agreement is fair and reasonable and in the best interest of Class Members;

i. The Probability of Success:

10. While the Representative Plaintiff maintains that his action is well-founded, the Settling Defendants vigorously denied his claims and allegations;
11. The Parties would have entered into a serious and contradictory debate as to whether Quebec's *Consumer Protection Act* applies in the circumstances and whether the Settling Defendants committed the alleged violations of that Act;
12. It goes without saying that this debate would have extended to the Parties hiring experts, travelling to several states in the United States and bringing in consumers to testify at trial in order to counter each other's claims;
13. There is always a risk that: i) the Court would not authorize the class action or it would not be successful on the merits; or ii) it would be impossible to recover even if it were successful on the merits after many years of litigation, and this risk is abated through the Modified Settlement Agreement which guarantees recovery to Class Members, as well a modification to the business practice of the Settling Defendants which has already been implemented;
14. Lastly, if the Representative Plaintiff was successful in having the Class authorized and/or in the ensuing proceeding, Class Counsel is aware that the Settling Defendants could very well have filed appeals in respect of multiple issues, thus resulting in increased risk and considerable delays. This issue is all the more pressing as article 578 of the *Code of Civil Procedure* gives defendants the right to apply for leave to appeal from a judgment authorizing a class action;

ii. The Amount and Nature of Discovery

15. The Representative Plaintiff's attorneys were given access to and reviewed relevant information concerning the Settling Defendant's sales figures to Class Members to events both in Quebec and outside of Quebec (on a confidential basis);

16. In reaching the terms of the Modified Settlement Agreement, the following considerations were taken into account:
- a) The Parties would have spent important resources and would have required complex expertise, including forensic accountants, to determine the aggregate amount of the difference between the price paid by Class Members and Tickets' face value;
 - b) The parties would have tendered a great deal of evidence on, among other things, the Class Members' physical location for purchase of Tickets to events outside of Quebec (including cyber forensics);
 - c) All of this evidence would have been complicated to obtain, notably due to the fact that the Settling Defendants sold Tickets to thousands of events across the globe during the Class Period, not to mention the fact that the Settling Defendants have always contended that: i) they do not own the Tickets they sell on their respective online platforms; and ii) they do not collect or keep records of where their buyers were when they took the steps necessary on their part to conclude the transactions, as specifically alleged at:
 - i) paragraphs 9-13 and 16-18 of the draft affidavit filed by Defendants **Ticketmaster L.L.C.** and **Ticketmaster Canada Ltd.'s** on October 31st, 2016;
 - ii) paragraphs 4, 8, 11, 12 and 15 of the draft affidavit filed by Defendant **TNOW Entertainment Group, Inc.'s** on October 31st, 2016;

The whole as appears more fully from copies the aforementioned draft affidavits being reproduced *en liasse* herewith as **Exhibit T-5**;

iii. The Terms of the Modified Settlement Agreement:

17. The Modified Settlement Agreement is a favorable result for Class Members in that it provides for a resolution of the litigation and for the following noteworthy benefits:
- a) Compensation in the amount of a \$7.00 Credit that will automatically be issued directly to each Class Member;
 - b) There is no need for any of the Class Members to produce invoices or a proof of purchase to claim compensation;
 - c) The total value of the settlement (including the requested Class Counsel Fees) provided under the Settlement Agreement is more than one million two hundred thirty-three thousand Canadian dollars (CA\$1,233,000), or

nine dollars (\$9.00) per member, based upon the estimate of the Settling Defendants that there are about 137,040 members of the Settlement Class, and this compares favourably with the average service fee of about \$7.60 per ticket estimated by the Settling Defendants;

- d) On May 24, 2017, the Settling Defendants implemented a business practice change to their on-line transaction process to make it more clear at the first step of said process that the ticket price announced for an event in Quebec is a price inclusive of applicable Service Fees (“all-in”), except for taxes and optional costs or services;
- e) The Credits will be added to the Settlement Class Members’ online account with www.ticketmaster.ca in such a way as to be automatically available for use at the checkout page when the Settlement Class Member next purchases tickets on www.ticketmaster.ca to any event (except Major League Baseball games), as appears from screen captures of the checkout process communicated herewith as **Exhibit T-9**. For clarity, the Credits are not coupons, as there is no need to keep track of any coupon or code, and no need to redeem anything. The credit box will be pre-checked, so there is no positive action required in order for it to apply, as appears from Exhibit T-9;
- f) The credits will expire after 36 months, rather than the initially-agreed twelve months, and Ticketmaster will send reminder emails each year;
- g) At the end of the 36-month period, the credits will be removed from the Settlement Class Members’ accounts and the Defendants will pay to a charity (to be agreed upon and approved by the Court) an amount of money equivalent to the value of the unused credit, less the amount the *Fonds d’aides aux actions collectives* is entitled to;

iv. The Attorneys’ Recommendations and their Experience:

- 18. Class Counsel, whose practice is focused in the area of consumer class actions, has negotiated and recommended the terms and conditions of the Modified Settlement Agreement;
- 18.1 The Modified Settlement Agreements takes into account concerns previously raised by the Court;
- 18.2 It is worth emphasizing that according to the Claims Administrator, the cost to issue individual checks would have been \$3.00 per Class Member, as appears from the Affidavit of Anna Vetere dated May 30, 2019 (Exhibit T-8);
- 18.3 Those checks would have expired after 6 months and the cost to issue a new check is \$15.00 each (Exhibit T-8);

19. In light of the above, Class Counsel believes that the Modified Settlement Agreement adequately addresses the Court concerns, respects the rule of proportionality and provides substantial relief and benefits to the Class Members in the circumstances and in light of the risks that would arise from continuing the litigation;

v. Approval of the Representative Plaintiff:

20. The Representative Plaintiff provided his instructions to enter into the Modified Settlement Agreement on his own behalf and on behalf of the Class Members and signed the Modified Settlement Agreement and the Addendums, as appears from Exhibit T-7;

vi. The Future Expenses and Probable Length of the Litigation:

21. If the case were to proceed in an adversarial fashion, there is no doubt that there would be protracted litigation and important costs;

22. In addition, it is safe to say that the present action would take several years to be decided on the merits and there would have been a possibility that a successful judgment could be brought into appeal, causing further delays;

23. Conversely, having obtained a settlement in the form of compensation and a business practice modification is in the interests of judicial economy, proportionality and a favorable result for Class Members;

vii. The Number and Nature of any Opt-Outs and/or Objectors:

24. Following the emailing of the Pre-Approval Notices, Exhibit T-2, no “opt out” forms were received by Class Counsel;

25. However, one Class Member sent an email to Class Counsel stating that he wishes to opt out of the Settlement Agreement (because he was a former employee of Defendant Ticketmaster). Additionally, the spouse of one Class Member sent an email objecting to the Settlement Agreement, Exhibit T-3;

26. There have been no other opt-outs or objections – the deadline to opt-out was March 9th, 2018 and the deadline to object terminates on March 14th, 2018;

viii. Good Faith of the Parties and the Absence of Collusion:

27. The Modified Settlement Agreement was negotiated at arm’s-length and in utmost good faith by the parties;

28. The Modified Settlement Agreement finally came following a two-day mediation that was held in May 2017 and presided by retired Justice André Forget and Class Counsel and the Representative Plaintiff resumed negotiations this year, which continued up until June 7, 2019, and have resulted in an even more advantageous settlement for Class Members;
29. The detailed negotiations of the final text of the Modified Settlement Agreement were lengthy and frequently adversarial, lasting several months (from May 2017 through December 2017 and again from April 2019 to June 2019);

III. APPROVAL OF CLASS COUNSEL FEES

30. The Settling Defendants have agreed to pay Class Counsel Fees (including judicial and extra-judicial fees) in accordance with clauses 38, 39 and 47 of the Modified Settlement Agreement;
31. Consistent with the terms of the Modified Settlement Agreement, Class Counsel is requesting that this Honourable Court approve these amounts;
32. The following criteria have been developed by the jurisprudence in order to determine whether Class Counsel's fees are fair and reasonable:
 - i) Time and effort expended by the attorneys on the litigation;
 - ii) The importance of the class action;
 - iii) The degree of difficulty of the class action;
 - iv) Class counsel's experience and expertise in a specific field;
 - v) The risks and responsibilities assumed by class counsel;
 - vi) The result obtained;
 - vii) Fees not contested;
33. It is respectfully submitted that the Class Counsel fees are fair, reasonable and justified in the circumstances for the reasons that follow;
 - i. **Time and effort expended by the attorneys on the litigation:**
34. The Representative Plaintiff's *Application for Authorization to Institute a Class Action* was initially filed on August 28th, 2015 and amended several times thereafter, as it appears from the Court record;
 - 34.1 Ticketmaster was called in as a Defendant by way of an amendment on June 23, 2016;

35. The initial Settlement Agreement was thus reached relatively quickly compared to many other class actions. The Modified Settlement Agreement was finalized just over 3 years since the original filing against Ticketmaster;
36. The Representative Plaintiff's attorneys nonetheless worked over 1192 hours on this file up until March 9, 2018 (date of the previously scheduled approval hearing) and a total of 1,758 hours to date (including for the Court of Appeal);
- 36.1 Class counsel's detailed time sheets will be made available for the Court upon request, under seal and in a manner that safeguards confidentiality given that the litigation is ongoing against other Defendants;
37. Class Counsel will devote additional time to complete and oversee the implementation of the settlement, additional time that will not be submitted to this Honourable Court for a fee request and is already contemplated by the total amount of fees requested;
38. Class Counsel has dedicated significant time to the present file, as detailed herein, all without any guarantee of payment. It should be noted that the mandate agreement with the Representative Plaintiff provides for the following calculation of Class Counsel fees:

4. Je comprends que ce litige sera poursuivi sur une base de contingence. En tant que tel, aucun frais d'avocat, débours, coûts ou taxes ne seront facturés, à moins que le litige ne soit réussi, que ce soit par règlement ou par jugement;

5. Conformément au paragraphe 4 ci-dessus, je consens à ce que mon procureur reçoive, retienne et conserve le paiement de toute somme reçue pour mon compte et pour le compte de tous les autres membres du groupe, incluant :

a) Les débours et autres charges liées au présent mandat, comme les déplacements, les livraisons, les honoraires ou charges de tiers, les frais d'interurbains, les photocopies et les télécopies;

b) Les honoraires extrajudiciaires du montant le plus élevé des deux calculs suivants :

- i. Un montant égal à trente pour cent (30%) de la somme perçue (incluant les intérêts) en relation avec la présente action collective, de quelque source que ce soit (plus toutes les taxes applicables), par transaction ou à la suite d'un jugement, et ce, dès l'ouverture du présent dossier.

ou

- ii. Un montant égal à multiplier le nombre total d'heures travaillées par mon avocat en fonction de son taux horaire, qui est actuellement 300 \$ de l'heure plus taxes. Ce montant sera ensuite multiplié par un multiplicateur de 3,5 pour arriver aux honoraires extrajudiciaires totale (les taux horaires sont revus sur une base annuelle et sont donc sujets à des augmentations éventuelles).

Ces honoraires extrajudiciaires s'étendent aux sommes perçues pour et au nom de tout le groupe et des sous-groupes visé par la présente action collective, et sont en sus des honoraires judiciaires qui pourraient être attribués audit procureur. Dans le cas où un montant spécifique n'est pas attribué collectivement ou dans l'ensemble, que ce soit par règlement ou par jugement, ou lorsque chaque membre du groupe est indemnisé uniquement pour sa réclamation individuelle, section b. (i) ci-dessus doit être interprétée comme signifiant trente pour cent (30%) plus taxes de la valeur totale comme si tous les membres du groupe avaient fait une telle réclamation;

39. At all times, this litigation was complex, high-risk, and hard-fought. Class Counsel conducted extensive legal and factual research in support of this claim and conducted protracted settlement negotiations;
40. The process of finalizing the Modified Settlement Agreement and the related exhibits and other documents continued for many months following the achievement of a settlement in principle. Further work was also undertaken in anticipation of the settlement approval hearings, including the preparation of the present Application and argument plan;

ii. **The importance of the class action:**

41. The issues of consumer protection – as alleged by the Representative Plaintiff against the Defendants in his Application – are directly related to the access to justice of more than one hundred thousand[...] Quebec consumers;
42. Often, claims of this nature are consumer claims involving complicated evidentiary and technical issues, but yet relatively small sums of money. Questions of consumer protection are considered important and often can only be pursued through class actions because individually, a person would not have the means to obtain justice against large corporations who have considerable financial resources at their disposal;
43. If it were not for this class action, Class Members would not have been likely to institute individual actions to recover damages related to the Tickets they purchased from the Settling Defendants, nor is it likely that the latter would have implemented a business practice modification;

- 43.1 Unlike some consumer class actions that “piggy back” off the Competition Bureau’s complaints, in this case, the Competition Bureau filed a complaint against Ticketmaster regarding price and fee display several years after the filing of the present class action (January 25, 2018) and excluded the province of Quebec, as appears from the Commissioner of Competition’s Notice of Application communicated as **Exhibit T-10**;
44. As such, this class action has allowed Class Members to achieve justice, without wasting judicial resources and several years prior to the Competition Bureau getting involved;

iii. The degree of difficulty of the class action:

45. Among some of the difficulties would have been to counter the Settling Defendants’ “*marketplace*” defence, as well as proving the mandator-mandatory relationship alleged by the Representative Plaintiff;
46. The Settling Defendants would also have produced numerous witnesses and expert evidence to counter the Representative Plaintiff’s assertions and to back up their claims that they committed no fault;
47. A very significant amount of time, energy, and financial resources (such as mandating experts) would have been necessary to counter the Settling Defendants’ factual and expert evidence, as well as their legal arguments;
48. In sum, Class Members would have faced complex evidence issues, requiring experts in several jurisdictions, in order to establish the Settling Defendants’ fault;
49. Consequently, a significant risk was taken on by Class Counsel in accepting this mandate;

iv. Class counsel’s experience and expertise in a specific field:

50. Class counsel’s practice is focused almost entirely on consumer protection-related class actions and are currently piloting 24 active class actions (both in Quebec and nationally), as it appears from the firm’s biography filed herewith as **Exhibit T-6**;
51. Given that LPC Avocat Inc. specializes in class action litigation, the vast majority of its work is done on a contingency basis, meaning that for cases that are not successful, the firm receives no payment for work performed, which in some cases is quite significant;
52. The professional services offered by LPC Avocat Inc. are unusual and require specific expertise and professionalism;

53. Often, in this type of work, communication with the public is also necessary, (e.g. by communicating with Class Members and with the media, maintaining and updating a website, etc.). This requires the firm to be more proactive to protect the interests of the Class Members whom they represent;
54. There are only a small number of attorneys who take on class action matters in Quebec and in Canada;

v. The risk assumed by class counsel:

55. As is oftentimes the case in class actions, the risk of success or failure is borne entirely by Class Counsel. In the present case, Class Counsel took on the entire case on a contingency basis;
56. This meant that neither the Representative 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;
57. No request for any funding was made to the Fonds d'aide aux actions collectives;
58. Class Counsel assumed all costs and financial risks associated to the present class action;
59. In the month of May 2017, Class Counsel hired a forensic accounting firm (Quotient Forensic Accountants Inc.) who rendered professional services in the amount of \$6,416.81 plus sales taxes, and this for the benefit of Class Members. Additionally, Class Counsel incurred mediation fees in the amount of \$980.16 plus sales taxes, representing its contribution for the mediation services rendered by retired Justice André Forget that same month. Class Counsel also assumed the fees for LCM Avocats inc. from 2018 to 2019;
60. Given that in the case of failure, Class Counsel receives nothing – and even risks losing – in the case of success, they should be properly compensated for their efforts and for the financial risk (both in time and money) that they have assumed;
61. Class Counsel has worked diligently to advance this litigation to the point of settlement, without any payment for its fees or any guarantee of payment. The current fee request is \$320,000 plus GST and QST, as well as payment of the forensic accounting and mediation services in the total amount of \$7,396.97 plus sales taxes;
62. To conserve and to safeguard the important societal benefits preserved by class actions, especially in the area of consumer protection, it is important that Class Counsel receive a fair payment on their time to provide the appropriate incentive to future counsel;

63. The Class Counsel fees being requested have been considered acceptable by the Courts in similar circumstances (they represent less than the time expended on this file to date, without considering any multipliers);

vi. The result obtained:

64. In terms of monetary compensation, the results obtained in this case were very good for Class Members, as it appears from the preamble of the Modified Settlement Agreement:

WHEREAS the total value of the settlement provided under this Agreement is more than one million two hundred thirty-three thousand Canadian dollars (CA\$1,233,000), or nine dollars (\$9.00) per member, based upon the estimate of the Settling Defendants that there are about 137,040 members of the Settlement Class, and this compares favourably with the average service fee of about \$7.60 per ticket estimated by the Settling Defendants;

65. The recovery process is very simple, quick and does not require Class Members to provide a proof of purchase;
66. Class Members will automatically receive a \$7.00 Credit in their account;
67. Second, one of the objectives of this litigation was to change the Defendants' conduct so as to avoid continuance or reoccurrence of this situation. This objective has been met through the implementation on May 24, 2017 of a business practice change to the Settling Defendants' online transaction process (see clauses 35 and 36 of the Settlement Agreement);
68. For all of the reasons set forth in the present Application, the Representative Plaintiff's attorney believes that the Modified Settlement Agreement is a favorable result for Class Members;

vii. Fees not contested:

69. The Settling Defendants have agreed to pay the Class Counsel Fees and Expenses requested herein (see clauses 38, 39 and 47 of the Modified Settlement Agreement);
70. Further, no Class Member has indicated their intention to contest the request for Class Counsel Fees despite having received the Pre-Approval Notice, Exhibit T-2;

IV. CONCLUSION

71. It is respectfully submitted that the Modified Settlement Agreement is fair and reasonable and in the best interest of Class Members;
72. In reaching this settlement, Class Counsel engaged in lengthy negotiations. The requested Class Counsel fees and costs reflect the time and considerable risks expended by Class Counsel, as well as the complexities of the proceeding, and as such, are fair and reasonable and ought to be approved.

PAR CES MOTIFS, PLAISE AU TRIBUNAL :	FOR THESE REASONS, MAY IT PLEASE THE COURT TO:
<p>[1] ACCUEILLIR la demande <u>modifiée</u> du Représentant en approbation de l'Entente de Règlement concernant les Défenderesses Parties aux Règlement Ticketmaster Canada Ltd., Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC, Ticketmaster LLC et TNOW Entertainment Group, Inc.;</p>	<p>[1] GRANT Representative Plaintiff's <u>Amended</u> Application to Approve the Transaction Agreement with respect to Settling Defendants Ticketmaster Canada Ltd., Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC, Ticketmaster LLC and TNOW Entertainment Group, Inc.;</p>
<p>[2] DÉCLARER que les définitions contenues dans l'Entente de Règlement <u>modifiée</u> s'appliquent et sont incorporées au présent jugement, et en conséquence en font partie intégrante, étant entendu que les définitions lient les parties à l'Entente de Règlement <u>modifiée</u>;</p>	<p>[2] DECLARE that the definitions set forth in the <u>Modified</u> Settlement Agreement apply to and are incorporated into this judgment, and as a consequence shall form an integral part thereof, being understood that the definitions are binding on the parties to the <u>Modified</u> Settlement Agreement;</p>
<p>[3] APPROUVER l'Entente de Règlement <u>modifiée</u> («<u>Modified</u> Settlement Agreement ») conformément à l'article 590 du <i>Code de procédure civile du Québec</i>, et ORDONNER aux parties de s'y conformer;</p>	<p>[3] APPROVE the <u>Modified</u> Settlement Agreement as a transaction pursuant to article 590 of the <i>Code of Civil Procedure</i>, and ORDER the parties to abide by it;</p>
<p>[4] DÉCLARER que l'Entente de Règlement <u>modifiée</u> (incluant son préambule et ses annexes) est juste, raisonnable et qu'elle est dans le meilleur intérêt des Membres du Groupe et qu'elle constitue une transaction en vertu de l'article 2631 du <i>Code civil du Québec</i>, qui lie toutes les parties et tous les Membres du Groupe tel qu'énoncé aux présentes;</p>	<p>[4] DECLARE that the <u>Modified</u> Settlement Agreement, (including its Preamble and its Schedules) is fair, reasonable and in the best interest of the Class Members and constitutes a transaction pursuant to article 2631 of the <i>Civil Code of Quebec</i>, which is binding upon all parties and all Class Members at set forth herein;</p>

<p>[5] ORDONNER ET DÉCLARER que le présent jugement, incluant l'Entente de Règlement <u>modifiée</u>, lie chaque Membre du Groupe Visé par le Règlement;</p>	<p>[5] ORDER AND DECLARE that this judgment, including the <u>Modified Settlement Agreement</u>, shall be binding on every Settlement Class Member;</p>
<p>[6] ORDONNER à Collectiva inc., l'Administrateur du Règlement, d'aviser chaque Membre du Groupe par courriel incluant un hyperlien vers l'Avis d'approbation, pièce T-4, dans les soixante (60) jours suivant la Date d'entrée en vigueur du Règlement, afin de les informer de l'approbation de l'Entente de Règlement <u>modifiée</u> et de l'émission de leur Crédit;</p>	<p>[6] ORDER Collectiva Inc., the Settlement Administrator, to notify each Class Member by email containing a link to the Approval Notice, Exhibit T-4, within sixty (60) days of the Effective Date of the Settlement, in order to inform them of the approval of the <u>Modified Settlement Agreement</u> and the issuance of their Credit;</p>
<p>[7] APPROUVER le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires et débours tel que prévu aux paragraphes 38, 39 et 47 de l'Entente de Règlement <u>modifiée</u>;</p>	<p>[7] APPROVE the payment to Class Counsel of its extrajudicial fees and disbursements as provided for at clauses 38, 39 and 47 of the <u>Modified Settlement Agreement</u>;</p>
<p>[8] ORDONNER aux parties de faire rapport de l'exécution du jugement à l'expiration du délai prévu au paragraphe 21 de l'Entente de Règlement <u>modifiée</u>;</p>	<p>[8] ORDER the Parties, upon the expiry of the time specified at paragraph 21 of the <u>Modified Settlement Agreement</u>, to render account of the execution of the judgment;</p>
<p>[9] LE TOUT, sans frais de justice.</p>	<p>[9] THE WHOLE, without legal costs.</p>

Montreal, June 11, 2019

(s) *LPC Avocat Inc.*

LPC AVOCAT INC.

Per: Mtre Joey Zukran

Attorney for Representative Plaintiff

AFFIDAVIT OF JOEY ZUKRAN

I, Joey Zukran, attorney, practicing my profession at 5800 Cavendish Boulevard, Suite 411, Montreal, Quebec, H4W 2T5, solemnly affirm:

1. That I am the attorney for the Representative Plaintiff in the present Action;
2. That I have taken cognizance of the Application attached and the facts alleged therein are accurate to the best of my knowledge;
3. That said Application is made in good faith.

AND I HAVE SIGNED

Joey Zukran

Solemnly affirmed before me at Montreal
this 11th day of June, 2019

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(Class Action)
SUPERIOR COURT

NO: 500-06-000754-156

STEVE ABIHSIRA

Representative Plaintiff

-vs-

STUBHUB, INC. ET ALS.

Respondents

and

**FONDS D'AIDE AUX ACTIONS
COLLECTIVES**

Impleaded Party

and

LPC AVOCAT INC.

Representative Plaintiff's Attorney

AMENDED LIST OF EXHIBITS

- Exhibit T-1:** Copy of Settlement Agreement and Release signed between the Parties;
- Exhibit T-2:** *En liasse*, proof of dissemination of the Pre-Approval Notices;
- Exhibit T-3:** *En liasse*, copies of emails sent to Class Counsel by one Class Member wishing to opt out of the Settlement Agreement and of one Class Member's objection to the Settlement Agreement;
- Exhibit T-4:** *En liasse*, English and French copies of the Notice of Approval of the Settlement Agreement;
- Exhibit T-5:** *En liasse*, copies of the draft affidavits filed by the Settling Defendants;
- Exhibit T-6:** Copy of the biography of LPC Avocat Inc.;
- Exhibit T-7:** Modified Settlement Agreement signed by the Parties on June 7

and 10, 2019 respectively;

Exhibit T-8: Affidavit of Anna Vetere (Collectiva) dated May 30, 2019;

Exhibit T-9: En liasse, screen captures of the Ticketmaster website showing the credit automatically appearing and pre-checked at the checkout page;

Exhibit T-10: Copy of the Competition Bureau's Notice of Application against Ticketmaster et als., dated January 25, 2018.

Montreal, June 11, 2019

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Attorney for Representative Plaintiff

NOTICE OF PRESENTATION

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TAKE NOTICE that the present *Amended Application to Approve a Class Action Settlement (Ticketmaster) and for Approval of Class Counsel's Fees* shall be presented for adjudication before the Honourable Pierre-C. Gagnon, J.C.S., on **June 17, at a time and room to be determined**, in the Montreal Courthouse, situated at 1 Notre-Dame Street East, Montréal (Quebec), H2Y 1B6.

Montreal, June 11, 2019

(s) *LPC Avocat Inc.*

LPC AVOCAT INC.
Per: Mtre Joey Zukran
Attorney for Representative Plaintiff

500-06-000754-156

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

STEVE ABIHSIRA

Representative Plaintiff

-vs-

STUBHUB INC. ET ALS.

Respondents

**AMENDED APPLICATION TO APPROVE A CLASS ACTION
SETTLEMENT (TICKETMASTER) AND FOR APPROVAL OF CLASS
COUNSEL'S FEES**

(Articles 590, 591 and 593 C.C.P., article 58 of the
Regulation of the Superior Court of Québec in civil matters,
CQLR c C-25.01, r 0.2.1, and article 32 of the *Act Respecting
the Fonds d'aide aux actions collectives*, ch. F- 3.2.0.1.1)

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