

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.  
UBERSEAT

Settling Respondents

and

LPC AVOCAT INC.

Representative Plaintiff's Attorney

---

**APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT (STUBHUB ET  
ALS.) AND FOR APPROVAL OF CLASS COUNSEL'S FEES**

(Article 590 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 24<sup>th</sup>, 2018, the Court: (i) authorized the class action for settlement purposes only against certain Defendants, namely StubHub, Inc., eBay Inc., Vivid Seats LLC, SeatGeek, Inc. (a.d.b.a. Uberseat), FanXchange Limited and Ticketnetwork, Inc. (the "**Settling Respondents**"); (ii) approved the notice program set out at paragraph 31 of the initial version of the settlement agreement

between the parties; and (iii) scheduled the approval hearing for March 14, 2018, as it appears from the Court record;

2. The notices were subsequently disseminated to Class Members (in January of 2018), as it appears from the reports of the Settlements Respondents (concerning the “Quebec Ticket Sub-Group”) communicated *en liasse* as **Exhibit S-1**, and of the Collectiva Reports dated March 13, 2018 (concerning the “International Ticket Sub-Group”) communicated herewith *en liasse* as **Exhibit S-2**;
3. For clarity, a “Quebec Ticket Sub-Group” Eligible Member is a consumer who purchased at least one Ticket for an event located in the province of Quebec during the Class Period. An “International Ticket Sub-Group” Eligible Member is a consumer who purchased at least one Ticket for an event located outside of the province of Quebec during the Class Period. Collectiva was appointed as Claims Administrator concerning the latter group only, namely to validate the claims of this sub-group so that they can confirm (via the online Claim Form) that they were physically located in Quebec when they purchased Tickets for an event outside of Quebec;
4. The March 14, 2018 settlement approval hearing was cancelled due to what was initially presented as an objection and turned into a friendly intervention that was authorized by the Court and subsequently modified by the Court of Appeal;
5. On January 20, 2020, the Parties signed a new agreement (the “**Transaction Agreement**”), a copy of which is communicated herewith as **Exhibit S-3**;
6. The Transaction Agreement bonified the terms of the original settlement for the benefit of all Class Members and guaranteed the entire value of the settlement with respect to the Quebec Ticket Sub-Group (by providing that the balance of the unused value of the Credits upon expiry be paid to the FAAQ and for a *cy-près* payment to Charity; see clauses 13, 14, 37 and 75 of the Transaction). As a result of these bonifications agreed to by the Settlements Respondents, Class Counsel agreed to a reduction of its class counsel fees (see clause 65 of the Transaction);
7. On January 28, 2020, the Parties filed a *Joint Application for Approval of Notice to New Class Members of a Settlement Approval Hearing and to Modify the Class Description* (the “**Joint Application**”), the purpose of which was to: (i) approve the form and content of the pre-approval notice to new Class Members (i.e. those who contracted with any of the Settlements Respondents between the initial dissemination of notices on January 29, 2018 and the date of their respective practice changes), including the objection and opt-out deadlines; and (ii) modify the class definition pursuant to article 588 al. 2. C.C.P. to refer to the practice change date (i.e. to “close” the class period);

8. On February 11, 2020, the Court granted the Joint Application and, *inter alia*, scheduled the approval hearing for April 30, 2020 and modified the class description as follows:

<p>Chaque consommateur, en vertu des modalités de la Loi sur la protection du consommateur du Québec (« <b>LPC</b> »), résidant au Québec au moment de l'achat, qui depuis le 28 août 2012 jusqu'aux dates figurant au paragraphe 7 de la Transaction pour chaque Défenderesse partie au règlement (« <b>Période visée par l'action collective</b> »), alors qu'il était physiquement situé au Québec, a acheté auprès d'une des Défenderesses, ou des Clients de la filiale de Vivid Seats, ou des Distributeurs tiers de Ticketnetwork, au moins un « Billet » (au sens défini dans l'alinéa 236.1 de la LPC, soit tout document ou instrument dont la présentation donne le droit à son détenteur d'être admis à un spectacle, à un événement sportif, à un événement culturel, à une exposition ou à tout autre divertissement de quelque nature que ce soit) soit :</p> <p>(a) à un prix supérieur à celui annoncé par le vendeur autorisé par le producteur de l'événement; et/ou,</p> <p>(b) qui a payé un prix supérieur au prix annoncé par les Défenderesses sur leurs sites Web respectifs et/ou leurs applications mobiles respectives (à la première étape), compte non tenu de la taxe de vente du Québec ou de la taxe sur les produits et services;</p> <p>Les dates auxquelles les Défenderesses parties au règlement ont mis en œuvre la modification de leur pratique commerciale mentionné au paragraphe 7 de la Transaction sont les suivantes :</p>	<p>Every consumer, pursuant to the terms of Quebec's Consumer Protection Act ("<b>CPA</b>"), residing in Quebec at the time of purchase, who since August 28th, 2012 to the dates found at paragraph 7 of the Transaction for each Settling Respondent (the "<b>Class Period</b>"), while physically located in Quebec, has purchased from any of the Respondents, or Vivid Seats' Subsidiary's Clients, or the Ticketnetwork-Third Party Marketers, at least one "Ticket" (as defined in section 236.1 CPA as meaning any document or instrument that upon presentation gives the ticket holder a right of entry to a show, sporting event, cultural event, exhibition or any other kind of entertainment) either:</p> <p>(a) at a price above that announced by the vendor authorized to sell the Tickets by the producer of the event; and/or,</p> <p>(b) who paid a price higher than the price advertised by Respondents on their respective websites and/or mobile applications (at the first step), excluding the Quebec sales tax or the Goods and Services Tax;</p> <p>The dates of the practice change for each Settling Respondent referred to at paragraph 7 of the Transaction are:</p> <ul style="list-style-type: none"><li>• <b>StubHub Inc.: October 18, 2019;</b></li><li>• <b>Vivid Seats LLC and Vivid Seats' Subsidiary's Clients: October 10, 2019;</b></li><li>• <b>FanXchange Limited: April 25, 2018;</b></li><li>• <b>Ticketnetwork and Ticketnetwork-Third Party Marketers: November 15, 2019;</b></li></ul>
---	---

<ul style="list-style-type: none"><li>• StubHub, inc. : 18 octobre 2019;</li><li>• Vivid Seats LLC et les Clients de la filiale de Vivid Seats : 10 octobre 2019;</li><li>• FanXchange Limited : 25 avril 2018;</li><li>• Ticketnetwork et les Distributeurs tiers de Ticketnetwork : 15 novembre 2019;</li><li>• SeatGeek (f.é.a.n. UberSeat) : 18 septembre 2019.</li></ul>	<ul style="list-style-type: none"><li>• SeatGeek (a.d.b.a UberSeat): September 18, 2019.</li></ul>
---	--

9. Pursuant to the Court's judgment of February 11, 2020, the notices were emailed directly to members of the Quebec Ticket Sub-Group, as it appears from a copy of said emails and the reports provided by each of the Settling Respondents, communicated herewith *en liasse* as **Exhibit S-4**;
10. Similarly, the notices were emailed directly to members of the International Ticket Sub-Group by Collectiva, as it appears from a copy of said emails and the Collectiva Report dated July 9, 2020, communicated *en liasse* as **Exhibit S-5**;
11. As it appears from Exhibit S-1 and Exhibit S-4, the Settling Respondents sent the Pre-Approval Notices by email to everyone who, according to their records, were Quebec Ticket Sub-Group Members;
12. As it appears from Exhibit S-2 and Exhibit S-5, Collectiva sent the Pre-Approval Notices by email to everyone who, according to their records, were International Ticket Sub-Group Members;
13. Although a relatively low portion of the emails were undeliverable, 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 Class Members by other means;
14. Notwithstanding the preceding paragraph, clause 58c) of the Transaction Agreement does provide a mechanism for these class members to obtain compensation. Additionally, the public was further informed when major news outlets in Quebec reported on the settlement in January of 2018 and February of 2020, as it appears from the articles filed *en liasse* as **Exhibit S-6**;
15. To date, no Class Members have objected to the Transaction Agreement and three (3) members (all Vivid Seats customers) have requested their exclusion, as it appears from copies of the exclusion requests filed *en liasse* as **Exhibit S-7**;
16. On the other hand, no Class Members from StubHub, Ticketnetwork, SeatGeak or FanXchange opted out. Additionally, 47 Class Members contacted Class

Counsel by email in support of the Transaction Agreement, asking how and when they can benefit from their Credit(s), as it appears from redacted copies of the emails filed *en liasse* as **Exhibit S-8**;

17. The pre-approval notices sent to Class Members both in January 2018 and in February 2020 provided a hyperlink to Class Counsel's bilingual webpage dedicated to this class action settlement (<https://www.lpclex.com/fr/tickets-billets>) as well as Collectiva's (<https://collectiva.ca/fr/nos-dossiers/billets/>). On July 3, 2020, pursuant the Court's order, both of these websites were updated to mention the new approval hearing date of July 16, 2020 (given that the April 30, 2020 date was postponed due to COVID-19), as it appears from the screen captures filed herewith *en liasse* as **Exhibit S-9**;
18. On July 3, 2020, Class Counsel sent an email containing a notice with the new approval hearing date to everyone who previously signed up to class counsel's website in order to stay informed of this case, as well as to individuals who had emailed Class Counsel about this class action, as it appears from a copy of the email filed as **Exhibit S-10**;
19. The Parties have agreed on a draft of the Notice of Approval of the Transaction Agreement for the Quebec Ticket Sub-Group, with the French and English versions respectively communicated *en liasse* as **Exhibit S-11** (schedules C/C.1 and D/D.1 to the Transaction Agreement);
20. The Parties have also agreed on a draft of the bilingual Notice of Approval of the Transaction Agreement to be sent by Collectiva to the International Ticket Sub-Group members, containing a hyperlink enabling them to access the online Claim Form, a copy of said notice communicated herewith as **Exhibit S-12**;
21. For the reasons that follow, the Representative Plaintiff asks that this Court approve the Transaction Agreement pursuant to article 590 C.C.P.;

## **II. APPROVAL OF THE TRANSACTION AGREEMENT**

22. 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;
23. The Representative Plaintiff submits that an analysis of all of these criteria should lead this Court to conclude that the Transaction Agreement is fair and reasonable and in the best interest of Class Members;

i. **The Probability of Success:**

24. While the Representative Plaintiff maintains that his action is well-founded, the Settling Respondents vigorously denied his claims and allegations. The Transaction Agreement specifically indicates that the Settling Respondents deny any liability or wrongdoing, deny that the Plaintiff or the Class Members have any justifiable claim for relief, and deny that they have any liability to the Plaintiff or to the Class Members (preamble at page 2 and clauses 5a), 80 and 89).
25. The parties would have entered into a serious and contradictory debate as to whether the *Consumer Protection Act* (“CPA”) applies in the circumstances and whether the Settling Respondents committed the alleged violations of the CPA;
26. It goes without saying that these debates would have extended to the parties hiring experts and bringing in consumers to testify at trial in order to counter each other’s claims;
27. Members of the International Ticket Sub-Group may have had to prove that they were physically located in the province of Quebec when they purchased their ticket(s) to events outside of the province in a more complicated manner than the simple online attestation provided for under clauses 19-22 of the Transaction;
28. There was always the 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 Transaction Agreement, which guarantees compensation to Class Members, as well a modification to the business practice of the Settling Respondents which has already been implemented (see clauses 6 and 7);
29. For instance, Viagogo AG, against whom the class action was authorized on January 22, 2020, had still not modified the purchase process on its platform and is contesting the merits of this case;
30. 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 Respondents 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**

31. The Representative Plaintiff and his attorneys were given access to and reviewed relevant information concerning the Settling Respondents' sales figures to Class Members to events both in Quebec and outside of Quebec (on a confidential basis);
32. In reaching the terms of the Transaction Agreement, the following was considered:
  - 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 the 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 Tickets to thousands of events worldwide were sold on the Settling Respondents' online platforms during the Class Period, not to mention the fact that the Settling Respondents have always contended that they operate a "*marketplace*" and do not own the Tickets they sell on their respective online platforms, as specifically alleged at:
    - i) paragraph 6 of the draft affidavit filed by Respondent **StubHub's** representative, Leighanne Naiva, on August 26<sup>th</sup>, 2016;
    - ii) paragraph 7 of the draft affidavit filed by Respondent **eBay's** representative, Rebekah Long, on August 26<sup>th</sup>, 2016;
    - iii) paragraph 3 of the draft affidavit filed by Respondent **Vivid Seats**, on August 26<sup>th</sup>, 2016;
    - iv) paragraphs 4 and 6 of the draft affidavit filed by Respondent **Ticketnetwork's** representative, Kristine Dennis, on December 14<sup>th</sup>, 2016;
    - v) paragraphs 4 and 5 of the draft affidavit filed by Respondent **FanXchange's** representative, Brandon Koffler, on August 26<sup>th</sup>, 2016;
    - vi) paragraphs 7 and 9 of the draft affidavit filed by Respondent **SeatGeek's** representative, Brad Tacy, on August 26<sup>th</sup>, 2016;
    - vii) paragraphs 5 and 7 of the draft affidavit filed by Respondent **Uberseats's** representative, Brad Tacy, on August 26<sup>th</sup>, 2016;

The whole as appears more fully from copies the aforementioned draft affidavits previously filed by the Settling Respondents and being reproduced *en liasse* herewith as **Exhibit S-13**;

iii. **The Terms of the Transaction Agreement:**

33. The Transaction 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 \$24.29 Credit (net) that will automatically be issued directly to each Quebec Ticket Sub-Group Member (**clause 8**);
  - b) The amount of \$24.29 compares favourably with the average service fee charged per ticket by the Settling Respondents (this data was provided to Class Counsel confidentially and could be provided to the Court under seal and in a manner that safeguards the confidential nature of the information);
  - c) Some Class Members will receive multiple credits of \$24.29, because the Transaction provides that in the event that a member contracted with multiple Settling Respondents during the Class Period, he/she will automatically receive one (1) Credit of \$24.29 per Settling Respondent (**clauses 8 and 15**);
  - d) There is no need for any of the Quebec Ticket Sub-Group Members to produce invoices or a proof of purchase, or to do anything at all in order to receive the compensation;
  - e) International Ticket Sub-Group Members who complete the short online Claim Form will also receive compensation in the amount of a \$24.29 Credit. A copy of the Claims Form (Schedules E and F to the Transaction) is filed herewith as **Exhibit S-14**;
  - f) Again, there is no need for any of the International Ticket Sub-Group Members to produce invoices or a proof of purchase. The only thing they really have to do in order to receive the compensation is to confirm that they were physically located in the province of Quebec when they purchased their Ticket to an event outside of the province (the CPA would not apply if they purchased a Ticket to an event outside of Quebec while located outside of the province);
  - g) One notable advantage for Members who contracted with Ticketnetwork inc., Ticketnetwork-Third Party Marketers, SeatGeek, inc. (a.d.b.a. Uberseat), Vivid Seats LLC and Vivid Seats' Subsidiary's Clients is that the Credit is transferable (**clauses 10 and 15b**). However, the drawback here that the Credit is one-time use only (the full value of the Credit must be used up or exhausted in a single transaction). This is still net a positive



given that the majority of purchases for a pair of tickets costs more than \$24.29;

- h) An advantage for Members who contracted with StubHub is that the Credits will be added to their Accounts in such a way as to be automatically applied on the checkout page the next time they purchase at least one Ticket on the StubHub platform (**clauses 9 and 15a**). Although the Credit is not transferable due to the fact that they are assigned to specific user accounts, the result is advantageous to Members since the balance (if any) can be carried over to future purchases and, more importantly, the credit is automatically applied towards the future purchase without them having to take any action;
- i) The total value of the Transaction Agreement (including Class Counsel Fees and claims administration costs) is **\$6,462,896.01**, as it appears from the chart below:

	<b># of Members</b>	<b>Credit (\$)</b>	<b>Total</b>
Quebec Ticket Sub-Group:	115,189	\$24.29	\$2,797,940.81
International Ticket Sub-Group:	107,574	\$24.29	\$2,612,972.46
Class Counsel fees (incl. taxes):	-	-	\$937,007.74
Claims Administration (incl. taxes):	-	-	\$114,975.00
<b>TOTAL:</b>	<b>222,763</b>	<b>-</b>	<b>\$6,462,896.01</b>

- j) It is worth emphasizing that the Transaction Agreement provides that Class Counsel's fees and costs, as well as the costs of the Claims Administrator are paid *on top* of the \$24.29 Credits and are *not* deducted from the value of the Credits;
- k) Based on the data above, the total value of the Credits being automatically issued by the Settling Respondents to the Quebec Ticket Sub-Group members is \$2,797,940.81, which is the guaranteed value of the Transaction Agreement because these members will receive the Credits without having to confirm residence at the time of their purchase (and the unused value after expiry will be paid to the FAAQ and then to a charity pursuant to **clauses 13, 14, 37 and 75**);
- l) The remaining \$2,612,972.46 is the amount available for International Ticket Sub-Group Members who complete the online Claim Form (Exhibit S-14);
- m) Thirty (30) and ninety (90) days after the Effective Date, which is necessarily before the Claims Deadline, the Claims Administrator shall send a bilingual reminder email to all Eligible International Members who have not yet completed the online Claim Form. This was provided for in order to maximize the take-up rate (**clause 17**);

- n) The credits will expire after 36 months and the Settling Respondents will send bilingual reminder emails ten (10), twenty-two (22) and thirty-four (34) months after the Reparation Date (**clauses 11 and 18**). This was included in the Transaction in order to encourage participation of the Members;
- o) **Clauses 6 and 7** of the Transaction Agreement provide that the Settling Respondents must - and already have - implemented a business practice change to their mobile and desktop transaction process pursuant to which a ticket price announced to a Quebec Resident for an event located in Quebec at the first step of said process will be equal or higher than the price ultimately paid except for taxes and optional costs or services (paper tickets, delivery, etc.) (“all-in”). For greater clarity, the all-in price must include all amounts the consumer will have to pay to purchase the ticket, including mandatory ticket delivery fees that are not optional. Screen captures showing that the practice change has been implemented by the Settling Respondents are filed herewith *en liasse* as **Exhibit S-15**;

**iv. The Attorneys’ Recommendations and their Experience:**

- 34. Class Counsel, whose practice is focused in the area of consumer class actions, has negotiated and recommended the terms and conditions of the Transaction Agreement;
- 35. The Transaction Agreement takes into account concerns previously raised by the Court;
- 36. It is worth emphasizing that according to the Claims Administrator, the cost to issue individual cheques would have been \$3.00 per Class Member, as appears from the Affidavit of Anna Vetere dated May 30, 2019 (filed as Exhibit T-8 in support of the Application to Approve the Ticketmaster settlement agreement). Those cheques would have expired after 6 months and the cost to issue a new cheque is \$15.00 each;
- 37. In light of the above, Class Counsel believes that the Transaction Agreement adequately addresses the Court’s 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:**

- 38. The Representative Plaintiff provided his instructions to enter into the Transaction Agreement on his own behalf and on behalf of the Class Members and signed the Transaction Agreement, as it appears from Exhibit S-3;

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

39. If the case were to proceed in an adversarial fashion, there is no doubt that there would be protracted litigation and important costs;
40. 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;
41. 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:**

42. Following the emailing of the Pre-Approval Notices in January of 2018, no “opt out” requests were received by Class Counsel. Following the emailing of the Pre-Approval Notices in February 2020, three (3) Class Members requested their exclusion from the Transaction Agreement (Exhibit S-7). All three exclusions are from Vivid Seats customers;
43. There have been no objections to the Transaction Agreement;
44. Additionally, 47 Class Members contacted Class Counsel by email in support of the Transaction Agreement and asking when and how they can use their Credits (Exhibit S-8);

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

45. The Transaction Agreement was negotiated at arm’s-length, in utmost good faith and without collusion between the parties;
46. The negotiations that led to the Transaction Agreement were adversarial, lasting several years. Some of the notable steps leading up to the Transaction were:
  - The *Application to Authorize* this class action was amended four (4) times since its original filing on August 28<sup>th</sup>, 2015;
  - Class counsel engaged the services of a reputable and respected forensic accounting firm (*Quotient Juriscomptables*) to assist in damage quantification;
  - A two-day authorization hearing was finally fixed for May 24<sup>th</sup>-25<sup>th</sup>, 2017. In anticipation of the authorization hearing the Plaintiff communicated a number of new exhibits on May 5<sup>th</sup>, 2017;
  - The first authorization hearing was postponed as the parties agreed to a mediation presided by retired Justice André Forget, J.C.A., that was held on

May 24<sup>th</sup>-25<sup>th</sup>, 2017 and that ultimately failed with respect to Defendants StubHub, Vivid Seats, Ticketnetwork, FanXchange, Seatgeek and Uberseat;

- Another two-day authorization hearing was fixed for September 19<sup>th</sup>-20<sup>th</sup>, 2017;
- On August 17<sup>th</sup>, 2017, a second mediation took place between the Parties, which also failed;
- On August 24<sup>th</sup>, 2017, the Plaintiff obtained the Court's permission to make use of a projector during the authorization hearing and was authorized to use a computer (with internet) installed in the courtroom;
- In preparation for this authorization hearing the Plaintiff communicated additional new exhibits on August 31<sup>st</sup>, 2017. As well, the Plaintiff sent a subpoena to a representative of a media outlet requesting his presence and certain evidence at the authorization hearing;
- On September 11<sup>th</sup>, 2017, the parties exchanged detailed plans of argument (and provided them to the Court). The stage was set for a heavily contested authorization hearing;
- It was only following the exchange of argument plans that the Parties re-entered serious negotiations that lasted over several days and finally arrived to an initial settlement in principle on September 15<sup>th</sup>, 2017;
- Following concerns raised by the Court, the Plaintiff insisted that several modifications be brought to the Transaction, failing which he would ask the Court for permission to desist from his Application to Approve the Transaction, which he did on July 10, 2019 (the Plaintiff signed an affidavit and was prepared to be cross-examined);
- A case management hearing took place on June 26, 2019, and resulted in a judgment that contained the following:

[4] La lecture du procès-verbal du 26 juin 2019 fait voir que, de toute évidence, et à moins d'un sursaut de bonne volonté et de coopération minimale, le processus d'approbation de la Transaction StubHub s'annonce long et chaotique.
- On December 19, 2019, an authorization hearing took place against Viagogo AG, the only non-settling Defendant, and the class action was authorized against them on January 22, 2020;

47. By all accounts, the lead up to the Transaction Agreement signed in January of 2020 (Exhibit S-3), the negotiations concerning the disclosure of information and

the negotiations of the details of the Transaction Agreement were all done in an extremely adversarial manner and hard fought up until the end;

ix. **Impact of COVID-19**

48. It is appropriate to mention a few words concerning the impact of COVID-19 on the Transaction;
49. Many sporting events and concerts in Quebec and around the world are being postponed/cancelled, or are taking place without spectators. Given that the Transaction provides that "*Once issued, a Credit expires after three (3) years of its issuance*" (see definition of "Credit" at page 3 of the Transaction), it may be appropriate for the Court to approve the Transaction at this time, but to postpone the issuance of the Credits until events start taking place again - with spectators - in the province of Quebec;
50. As for the individual claims process for the International Ticket Sub-Group Members provided for at clauses 19 to 22 of the Transaction, we submit that it could still begin immediately upon approval of the Transaction (so that these members can begin completing the online Claims Form);

**III. APPROVAL OF CLASS COUNSEL FEES**

51. Each of the Settling Respondents has agreed to pay class counsel fees in the following amounts (inclusive of all judicial fees, extra-judicial fees, expert fees, costs and disbursements) in accordance with clause 66 of the of the Transaction Agreement:
  - (i) StubHub: CAD \$360,239.62 plus GST & QST;
  - (ii) Vivid Seats: CAD \$314,130.64 plus GST & QST;
  - (iii) Seatgeek Inc. (Uberseats): CAD \$9,722.38 plus GST & QST;
  - (iv) FanXchange Limited: CAD \$6,674.40 plus GST & QST;
  - (v) TicketNetwork, Inc.: CAD \$124,199.46 plus GST & QST;
52. Class counsel's fees in the total amount of \$814,966.50 (plus GST & QST) represents **14.5%** of the total settlement value of \$6,462,896.01. They are being paid *on top* of credits being issued to class members, so that the Credit remains a net amount of \$24.29, without any deductions;
53. In accordance with clause 67 of the Transaction Agreement, the above amounts are currently being held in trust in an interest-bearing account, by Norton Rose Fulbright Canada S.E.N.C.R.L., s.r.l./LLP (StubHub and eBay's Counsel), since February 28, 2020;

54. Clause 69 of the Transaction provides that Class Counsel was to request approval of its fees after the settlement approval hearing and after the Claims Deadline for Eligible International Members. However, there are special circumstances why it is necessary and appropriate for Class Counsel to ask the Court to approve its fees at this earlier point in time, notably for the following reasons:
- a) The approval hearing had been originally set for April 30, 2020; however, due to COVID-19, it was postponed by nearly 3 months, thereby equally postponing Class Counsel's self-imposed opportunity for payment. The pandemic situation was not contemplated at the time of settlement negotiations and its consequences simply cannot be borne by Class Counsel much longer as it causes undue and unnecessary hardship. It is respectfully submitted that it has become necessary for class counsel to be remunerated, at this point in time, for: (i) the more than 2,100 hours expended and invested in this file; and (ii) the legal costs and disbursements incurred of more than \$100,000.00, which includes the claims administrator's fees since 2018. Pursuant to clause 32 of the Transaction, Class Counsel is entirely responsible for these costs;
  - b) Given that Class Counsel agreed to waive its fees in respect of Eligible International Members<sup>1</sup>, the total number of claims cannot have any impact on the amount of Class Counsel's fees. This means that unlike in the original settlement, there is no logical reason to postpone Class Counsel's fee request until all claims are made. The portion of the Transaction that is "guaranteed value" (that is the amount being paid to Quebec Members) is already known and as explained below, the fee request represents 24.33% (inclusive of taxes) of the guaranteed value (because the value of the unused credits will be paid to the FAAQ and to a charitable institution after the 3-year expiry);
  - c) There is no certainty as to if and when sporting events and concerts will resume in Quebec. Since the parties mentioned at paras. 48-50 above that it may be appropriate to suspend the issuance of the Credits until these events do resume, this means that Class Counsel may otherwise be forced to wait an unreasonable amount of time to be paid for its work and to be reimbursed its costs, despite the positive result achieved (which includes a practice change by four large corporations that has already been implemented) and despite Class Counsel's continued investment in both time and money for the benefit of the class (for example assisting International members with the claims process post-approval);
  - d) There is a precedent for this type of situation. In *Option Consommateurs c. Infineon Technologies, a.g.*, [2013 QCCS 1191](#) (paras. 67-75), Your Lordship approved the partial payment of class counsel fees where – due

---

<sup>1</sup> See clause 65 of the Transaction Agreement.

to no fault of class counsel – there was still a long way to go before members would receive any compensation. This Honourable Court approved 20% instead of the 30% being requested at that stage, stating that “*les avocats doivent se montrer solidaires des membres qu’ils représentent*”. In order to balance this important principle with the uncertainty caused by the current crisis, Class Counsel respectfully suggests that if the Court approves the request for its fees, that the full amount be paid to LPC Avocat Inc., but that the Court order that one-third (1/3) of the amount (\$271,655.23 plus taxes) be held in trust in Class Counsel’s trust account until such time that the Court is satisfied that it can be released (these funds will not be accessed until the Court confirms so);

- e) The Settling Respondents have confirmed that they do not oppose the request and defer to the discretion of the Court on the matter. Given that an agreement between the parties as to class counsel fees is not binding on the Court, it is respectfully submitted that the Court could exercise its discretion as to the amount and to the modalities of payment.
  - f) There is no public policy reason not to approve the amount of Class Counsel fees and not to release the funds from Norton Rose Fulbright’s trust account at this time, since it is not necessary to withhold payment of Class Counsel’s fees in order to implement the Transaction Agreement;
55. Class Counsel is requesting that this Honourable Court approve the amounts agreed to in the Transaction Agreement and the revised timing of the request (which the Settling Respondents equally do not oppose);
56. 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;
57. 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:**

58. The Representative Plaintiff's *Application for Authorization to Institute a Class Action* was initially filed on August 28<sup>th</sup>, 2015 and amended several times thereafter, as it appears from the Court record;
59. As it appears from the list at para. 46 above, it took close to 5 years to arrive at the Transaction Agreement since the original filing against the Settling Respondents. The litigation is still ongoing against the remaining non-settling Defendant (Viagogo AG);
60. The Representative Plaintiff's attorneys worked over a total of 2,107 hours as of July 8, 2020 (including for the Court of Appeal). We note that during the course of the litigation, several lawyers were employed by LPC Avocat Inc. at the time and also worked on this file (including Me Jeremy Meguerditchian and Me Frédérik Forget) and two law students (now Me Sarah Lauzon and Adam Dahan);
61. Additionally, Class Counsel also collaborated with other attorneys in advancing and litigating this file, including Me Jeff Orenstein (who replaced Me Zukran at the case management hearing of June 26, 2019), Me Andrea Grass, Me Jean El Masri (who assisted with the appeal and other proceedings) and Me Bernard Amyot. The hours expended in this file by these attorneys are not included in the preceding paragraph and are fully assumed by Class Counsel;
62. 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 the nature of this information and that the litigation is ongoing against another Defendant;
63. 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. This includes assisting with the claims process for International Ticket Sub-Group Members for the next 120 days or so (in order to maximize the take-up rate) and being available to all group members for the next three years (including ensuring that reminder emails are sent pursuant to the Transaction);
64. 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 (the mandate can be made available to the Court upon request):
  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;

65. 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;
66. The process of finalizing the Transaction Agreement and the related exhibits and other documents, as well as ensuring that the Settling Respondents were complying with the practice change requirement, continued for more than one year following the achievement of a settlement in principle. Further work was

also undertaken in anticipation of the settlement approval hearing, including the preparation of the present Application and argument plan;

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

67. The issues of consumer protection – as alleged by the Representative Plaintiff against the Settling Respondents in his Application – are directly related to the access to justice of 222,763 Quebec consumers who can benefit from the Transaction Agreement;
68. 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;
69. If it were not for this class action, Class Members would not have been likely to institute individual actions to recover compensation related to the Tickets they purchased on the Settling Respondents' online platforms, nor is it likely that they would have implemented a business practice modification;
70. Unlike some consumer class actions that “*piggy back*” off the Commissioner of Competition's complaints, in this case, the Commissioner of Competition filed a complaint against Ticketmaster regarding price and fee display several years *after* the filing of the present class action (January 25, 2018). In February 2020, the Commissioner of Competition entered into a Consent Agreement with StubHub Inc. which provided for the payment of an administrative monetary penalty of \$1.3 million for similar reasons;
71. The preceding paragraph confirms that the issues raised by the Plaintiff in this class action were of importance to consumers and public authorities;
72. As such, this class action has allowed Class Members to achieve justice, without wasting judicial resources and several years prior to the Commissioner of Competition getting involved;

**iii. The degree of difficulty of the class action:**

73. Among some of the difficulties would have been to counter the Settling Respondents' “*marketplace*” defence, as well as proving the mandator-mandatory relationship alleged by the Representative Plaintiff;
74. The Settling Respondents 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;

75. A very significant amount of time, energy, and financial resources (such as mandating experts) would have been necessary to counter the Settling Respondents' factual and expert evidence, as well as their legal arguments;
76. In sum, Class Members would have faced complex evidence issues, requiring experts in several jurisdictions, in order to establish the Settling Respondents' liability;
77. 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:**

78. Class counsel's practice is focused almost entirely on consumer protection-related class actions and are currently piloting 25 active class actions (both in Quebec and nationally), as it appears from the firm's biography filed herewith as **Exhibit S-16**;
79. 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;
80. The professional services offered by LPC Avocat Inc. are unusual and require specific expertise and professionalism;
81. 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;
82. 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:**

83. 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;
84. 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;
85. No request for any funding was made to the *Fonds d'aide aux actions collectives*;
86. Class Counsel assumed all costs and financial risks associated to the present class action;

87. 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. Class Counsel also 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 (these amounts are not being requested by the present Application as they were reimbursed following approval of the Ticketmaster settlement, however were risks that class counsel took on in litigating this case without any guarantee of repayment). Additionally, Class Counsel also assumed the fees for LCM Avocats inc. and other professionals from 2017 to 2020, which were not covered under the Ticketmaster settlement or judgment;
88. Given that in the case of failure, Class Counsel receives nothing – and even risks losing (in this case the monetary losses would have exceeded \$100,000) – 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;
89. 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;
90. 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;
91. The Class Counsel fees being requested have been considered acceptable by the Courts in similar circumstances (both in terms of percentage and multiplier);
92. We reemphasize that Class counsel's fees in the total amount of \$814,966.50 (plus taxes) represents **14.5%** of the total settlement value of \$6,462,896.01 and is paid above and beyond the \$24.29 Credit (the total settlement value includes both the Quebec and International Ticket Groups). Even in the unlikely event that no International Ticket Sub-Group Members claim their Credit, Class Counsel's fees would represent **24.33%** (inclusive of taxes) of the "guaranteed" value of the Transaction (i.e. the amounts that the Settling Respondents must pay no matter what under the terms of the Transaction, namely the total sum being automatically paid to the Quebec Ticket Sub-Group Members where the unused portion is paid to the FAAQ and then to Charity after 3 years, plus Class Counsel fees, plus claims administration fees);

vi. **The result obtained:**

93. In terms of monetary compensation, the result obtained in this case is very good for Class Members. The recovery process is very simple, quick and does not require Class Members to provide a proof of purchase (as explained below, the majority of Members will receive the Credit without taking any action at all);

94. First, the compensation to Group Members could be as high as \$5,410,913.27. Quebec Ticket Sub-Group Members will automatically receive a \$24.29 Credit either in their StubHub account or by email in the case of the other Settling Respondents;
95. International Ticket Sub-Group Members have to complete an online Claim Form (which should not take more than a few minutes), the main purpose of which is to confirm that they were physically located in Quebec when they purchased their Ticket(s) to an event outside of the province. Once their claims are validated, they too will automatically receive a \$24.29 Credit either in their StubHub account or by email in the case of the other Settling Respondents;
96. Second, one of the objectives of this litigation was to change the Settling Respondents' conduct so as to avoid continuance or reoccurrence of this situation. This objective has been met through the implementation of a business practice change to each of the Settling Respondents' online transaction processes (see clauses 6 and 7 of the Transaction Agreement and Exhibit S-15);

**vii. Fees not contested:**

97. The Settling Respondents have agreed to pay the Class Counsel Fees and disbursements requested herein (see clauses 65 to 68 of the Transaction Agreement);
98. Further, no Group Member has indicated their intention to contest the request for Class Counsel Fees despite having received the Pre-Approval Notices twice;

**IV. APPROVAL OF CLAIMS ADMINISTRATION FEES**

99. Under the terms of the Transaction Agreement, it was negotiated and agreed that Class Counsel is solely responsible for assuming the costs of the Claims Administration. For greater certainty, none of the Settling Respondents will pay any amounts whatsoever to the Claims Administrator;
100. To this end, clause 32 of the Transaction Agreement provides that the Settling Respondents will pay Class Counsel \$100,000.00 plus GST & QST, to be used towards payment of the Claims Administrator's fees and costs, as well as professional fees paid to third-parties;
101. Class Counsel respectfully asks the Court to approve this payment pursuant to paragraphs 32 and 33 of the Transaction Agreement;

**V. APPROVAL OF THE PAYMENT TO PLAINTIFF**

102. Clause 67 of the Transaction Agreement provides that the Settling Respondents must deposit the amounts listed at clauses 33 and 66 of the Transaction in trust

into a dedicated and separately identifiable interest-bearing instrument (such as a GIC) held by Norton Rose Fulbright Canada S.E.N.C.R.L., s.r.l. / LLP;

103. On February 28, 2020, Class Counsel received confirmation that the sums were received and being held in trust;
104. To date, there is \$1,751.86 of interest accrued and given that this money does not impact the Transaction or any of the payments to Class Members (it actually comes out of thin air in this case), Class Counsel asks that the Court authorize that this amount (only the interest) be remitted to the Plaintiff pursuant to clause 67 of the Transaction Agreement (see, by analogy, *Elkoby c. Google inc./ Google*, 2018 QCCS 2623, paras. 6 and 22);
105. For clarity, the present request is being made pursuant to article 590 C.C.P. only (i.e. settlement approval) and not article 593;

## **VI. CONCLUSION**

106. It is respectfully submitted that the Transaction Agreement is fair and reasonable and in the best interest of Class Members;
107. 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.

<b>PAR CES MOTIFS, PLAISE AU TRIBUNAL :</b>	<b>FOR THESE REASONS, MAY IT PLEASE THE COURT TO:</b>
<p><b>[1] ACCUEILLIR</b> la demande du Représentant en approbation de la transaction concernant les défenderesses parties à la transaction StubHub, inc., eBay inc., Vivid Seats LLC, SeatGeek, inc., FanXchange Limited, Ticketnetwork, inc. et Uberseat;</p>	<p><b>[1] GRANT</b> Representative Plaintiff's Application to Approve the Transaction Agreement with respect to Settling Respondents StubHub, Inc., eBay Inc., Vivid Seats LLC, SeatGeek, Inc., FanXchange Limited, Ticketnetwork, Inc. and Uberseat;</p>
<p><b>[2] DÉCLARER</b> que les définitions contenues dans la transaction s'appliquent et sont incorporées au présent jugement, et en conséquence en font partie intégrante, étant entendu que les définitions lient les parties à la transaction;</p>	<p><b>[2] DECLARE</b> that the definitions set forth in the Transaction 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 Transaction Agreement;</p>
<p><b>[3] APPROUVER</b> la transaction (« Transaction Agreement ») conformément à</p>	<p><b>[3] APPROVE</b> the Transaction Agreement as a transaction pursuant to article 590 of</p>

<p>l'article 590 du <i>Code de procédure civile du Québec</i>, et <b>ORDONNER</b> aux parties de s'y conformer;</p>	<p>the <i>Code of Civil Procedure</i>, and <b>ORDER</b> the parties to abide by it;</p>
<p><b>[4] DÉCLARER</b> que la transaction (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><b>[4] DECLARE</b> that the Transaction Agreement (including its Preamble and its Schedules) is fair, reasonable and in the best interest of the Group 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 Group Members at set forth herein;</p>
<p><b>[5] ORDONNER</b> et <b>DÉCLARER</b> que le présent jugement, incluant la transaction, lie chaque Membre du Groupe;</p>	<p><b>[5] ORDER</b> and <b>DECLARE</b> that this judgment, including the Transaction Agreement, shall be binding on every Group Member;</p>
<p><b>[6] ORDONNER</b> à chacune des défenderesses parties à la transaction de notifier par courriel à chaque Membre admissible du Québec l'Avis d'approbation de la transaction, pièce S-11, dans un délai de cinq (5) Jours suivant la Date d'entrée en vigueur, afin de les informer de l'approbation de la transaction et de l'émission de leur Crédit;</p>	<p><b>[6] ORDER</b> each of the Settling Respondents to notify each Quebec Ticket Sub-Group Member by email, within five (5) Days following the Effective Date, with the Notice of the Approval of the Transaction Agreement, Exhibit S-11, in order to inform them of the approval of the Transaction Agreement and the issuance of their Credit;</p>
<p><b>[7] ORDONNER</b> à Collectiva inc., l'Administrateur du Règlement, de notifier à chaque Membre international ammissible par courriel, dans un délai de cinq (5) Jours suivant la Date d'entrée en vigueur, l'Avis d'approbation de la transaction, contenant un hyperlien vers le Formulaire de réclamation en ligne, pièce S-12, et <b>ORDONNER</b> à Collectiva Inc. d'envoyer un courriel de rappel à tous les Membres international ammissibles qui n'ont pas encore soumis de réclamation après trente (30) et quatre-vingt-dix (90) jours après la Date d'entrée en vigueur conformément au paragraphe 18 de la transaction, en ajoutant les termes « rappel » et « dernier rappel », respectivement, dans l'objet du</p>	<p><b>[7] ORDER</b> Collectiva Inc., the Settlement Administrator, to notify each International Sub-Group Member by email, within five (5) Days following the Effective Date, with the Notice of the Approval of the Transaction Agreement, containing a hyperlink to the online Claim Form, Exhibit S-12, and <b>ORDER</b> Collectiva Inc. to send a reminder email to all Eligible International Members who have not yet submitted a Claim after thirty (30) and ninety (90) days after the Effective Date pursuant to clause 18 of the Transaction Agreement, adding the terms "reminder" and "final reminder", respectively, to the email subject line;</p>

courriel;	
<b>[8] APPROUVER</b> le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires et débours tel que prévu aux paragraphes 66 et 67 de la transaction;	<b>[8] APPROVE</b> the payment to Class Counsel of its extrajudicial fees and disbursements as provided for at clauses 66 and 67 of the Transaction Agreement;
<b>[9] APPROUVER</b> le paiement de 1 751,86 \$ au demandeur conformément au paragraphe 67 de la Transaction;	<b>[9] APPROVE</b> the payment of \$1,751.86 to the Representative Plaintiff as provided for at clause 67 of the Transaction Agreement;
<b>[10] APPROUVER</b> le paiement unique de 100 000 \$ plus TPS et TVQ, qui devra être affectée au paiement des honoraires et des dépenses de l'Administrateur des réclamations, ainsi que des honoraires de professionnels payés à des tiers conformément aux paragraphes 32 et 33 de la transaction;	<b>[10] APPROVE</b> the one-time payment of \$100,000 plus GST & QST, to be used towards payment of the Claims Administrator's fees and costs, as well as professional fees paid to third-parties pursuant to clauses 32 and 33 of the Transaction Agreement;
<b>[11] ORDONNER</b> aux parties de faire rapport de l'exécution du jugement à l'expiration du délai prévu aux paragraphes 13 et 14 de la transaction;	<b>[11] ORDER</b> the Parties, upon the expiry of the time specified at clauses 13 and 14 of the Transaction Agreement, to render account of the execution of the judgment;
<b>[12] LE TOUT</b> , sans frais de justice.	<b>[12] THE WHOLE</b> , without legal costs.

Montreal, July 10, 2020

*(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 276, rue Saint-Jacques, Suite 801, Montreal, Quebec, H2Y 1N3, 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

*(s) Joey Zukran*

\_\_\_\_\_  
Joey Zukran

Solemnly affirmed before me at Montreal  
this 10<sup>th</sup> day of July, 2020

*(s) Daniel Brook*

\_\_\_\_\_  
Mtre Daniel Brook, attorney #305715-1  
(by technological means)

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

**LPC AVOCAT INC.**

Representative Plaintiff's Attorney

---

**LIST OF EXHIBITS**

---

- Exhibit S-1:** *En liasse*, copies of the reports of the Settlements Respondents concerning the pre-approval notices sent to Quebec Ticket Sub-Group Members in January of 2018;
- Exhibit S-2:** *En liasse*, copies of the Collectiva Reports dated March 13, 2018 concerning the pre-approval notices sent to International Ticket Sub-Group Members in January of 2018;
- Exhibit S-3:** Copy of the Transaction Agreement signed in January 2020;
- Exhibit S-4:** *En liasse*, copies of the reports of the Settlements Respondents concerning the pre-approval notices sent to Quebec Ticket Sub-Group Members in February of 2020;
- Exhibit S-5:** *En liasse*, copies of the Collectiva Reports dated July 9, 2020 concerning the pre-approval notices sent to International Ticket Sub-Group Members in February of 2020;
- Exhibit S-6:** *En liasse*, copies of the newspaper articles reporting on the Transaction Agreement;
- Exhibit S-7:** *En liasse*, copies of the exclusion requests;

- Exhibit S-8:** *En liasse*, copies of the emails sent to class counsel by the 47 Class Members in support of the Transaction Agreement;
- Exhibit S-9:** *En liasse*, screen captures of class counsel's website (<https://www.lpclex.com/fr/tickets-billets>) and Collectiva's website (<https://collectiva.ca/fr/nos-dossiers/billets/>) as of July 3, 2020;
- Exhibit S-10:** Copy of the email sent by class counsel to members on July 3, 2020;
- Exhibit S-11:** *En liasse*, English and French copies of the draft Notice of Approval of the Transaction Agreement for the Quebec Ticket Sub-Group, schedules C/C.1 and D/D.1 to the Transaction);
- Exhibit S-12:** *En liasse*, English and French copies of the draft Notice of Approval of the Transaction Agreement to be sent by Collectiva to the International Ticket Sub-Group members, containing a hyperlink enabling them to access the online Claim Form;
- Exhibit S-13:** *En liasse*, copies of the draft affidavits filed by the Settling Respondents;
- Exhibit S-14:** Copy of the online Claims Form (Schedules E and F to the Transaction) in English and French;
- Exhibit S-15:** *En liasse*, screen captures showing that the practice change has been implemented by the Settling Respondents;
- Exhibit S-16:** Copy of the biography of LPC Avocat Inc.;
- Exhibit S-17:** Screen capture of StubHub's listings for tickets to the Nashville Predators versus the Montreal Canadiens at the Centre Bell in the "White Center 335" section on March 10, 2020;
- Exhibit S-18:** Affidavit signed by Steve Abihira.

Montreal, July 10, 2020

*(s) LPC Avocat Inc.*

---

**LPC AVOCAT INC.**

Per: Mtre Joey Zukran

Attorney for Representative Plaintiff

## NOTICE OF PRESENTATION

---

**TO: Me Fadi Amine**  
Miller Thomson, SENCRL  
[famine@millerthomson.com](mailto:famine@millerthomson.com)  
Attorney for Ticketnetwork, Inc.

**Me Pablo Guzman**  
**Me Tania Da Silva**  
DLA Piper, SENCRL  
[pablo.guzman@dlapiper.com](mailto:pablo.guzman@dlapiper.com)  
[tania.dasilva@dlapiper.com](mailto:tania.dasilva@dlapiper.com)  
Attorneys for Vivid Seats LLC  
& FanXchange Limited

**Me Erin Dunberry**  
**Me François-David Paré**  
Norton Rose Fulbright SENCRL  
[eric.dunberry@nortonrosefulbright.com](mailto:eric.dunberry@nortonrosefulbright.com)  
[francois-david.pare@nortonrosefulbright.com](mailto:francois-david.pare@nortonrosefulbright.com)  
Attorney for StubHub, Inc. & eBay, Inc.

**Me Yves Martineau**  
**Me Jean-François Forget**  
Stikeman Elliott, SENCRL  
[ymartineau@stikeman.com](mailto:ymartineau@stikeman.com)  
Attorney for Uberseat  
and Seatgeek, Inc.

**TAKE NOTICE** that the present *Application to Approve a Class Action Settlement (StubHub et als.) and for Approval of Class Counsel's Fees* shall be presented for adjudication before the Honourable Pierre-C. Gagnon, J.S.C., on **July 16, 2020, at 2:00 p.m., in room 15.03** of the Montreal Courthouse, situated at 1 Notre-Dame Street East, Montréal (Quebec), H2Y 1B6.

Montreal, July 10, 2020

*(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.

*Settling Respondents*

---

**APPLICATION TO APPROVE A CLASS ACTION  
SETTLEMENT (STUBHUB ET ALS.) AND FOR APPROVAL OF CLASS  
COUNSEL'S FEES**

(Article 590 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)

---

**ORIGINAL**

---

Me Joey Zukran  
**LPC AVOCAT INC.**  
276, rue Saint-Jacques, Suite 801  
Montréal, Québec, H2Y 1N3  
Telephone: (514) 379-1572 Fax: (514) 221-4441  
Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

**BL 6059**

**N/D: JZ-103**

---