

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-

VIAGOGO AG

Defendant

and

LPC AVOCAT INC.

Representative Plaintiff's Attorney

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

(Art. 590 C.C.P., art. 58 of the *Regulation of the Superior Court of Québec in civil matters*, CQLR c C-25.01, r 0.2.1, and art. 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 22, 2020, the Court authorized the class action against viagogo AG;
2. On October 16, 2020, the Court notably scheduled the approval hearing for December 16, 2020 and approved the notice program set out at paragraphs 21 and 22 of the Transaction Agreement between the parties communicated herewith as **Exhibit V-1**;
3. Under the terms of the Transaction Agreement, each Class Member shall receive a lump sum cash payment of **\$58.97**, sent to them via Interac e-transfer (the amount was initially supposed to be \$50.00 per member, but as it was compiling the list of Class Members to send the notices to, viagogo AG informed Class Counsel that it discovered that, out of the 388 transactions it had initially identified,

9 were fraudulent and 50 did not go through because the payment method was refused. Thus, there are a total of 329 Class Members);

4. The pre-approval notice was disseminated to Class Members in October of 2020, as it appears from the report of viagogo AG disclosed herewith as **Exhibit V-2**;
5. As it appears from Exhibit V-2, viagogo AG sent the pre-approval notice by email to everyone who, according to its records, were Class Members; 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;
6. Notwithstanding the preceding paragraph, clause 33(c) of the Transaction Agreement does provide a mechanism for these class members to obtain compensation;
7. To date, no Class Members have objected to the Transaction Agreement and no Class Members have requested their exclusion;
8. The pre-approval notices sent to Class Members were also available via a hyperlink on Class Counsel's bilingual webpage dedicated to this class action (<https://www.lpclex.com/fr/viagogo>);
9. The Parties have agreed on a draft of the Notice of Approval of the Transaction Agreement, with the French and English versions respectively communicated *en liasse* as **Exhibit V-3** (schedules C and D to the Transaction Agreement);
10. 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

11. 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;

12. 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:

13. While the Representative Plaintiff maintains that his action is well-founded, viagogo AG vigorously denies his claims and allegations. The Transaction Agreement specifically indicates in the preamble that “viagogo AG denies any wrongdoing of any kind and all liability including any liability for monetary compensation or reparation in kind to the Class Members covered by the Class Action and is prepared to vigorously defend against the merits of the Class Action, including any of the sought injunctive relief”;

14. 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 viagogo AG committed the alleged violations of the CPA;

15. 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;

16. There was always the risk that the case would not be successful on the merits, or that viagogo AG could file appeals in respect of multiple issues, thus resulting in increased risk and considerable delays;

17. There is also the risk that even if the case were successful on the merits after many years of litigation, it would be impossible to recover, and this risk is abated through the Transaction Agreement, which guarantees compensation to Class Members, as well a modification to viagogo AG’s business practice (see clauses 6 and 7);

ii. The Amount and Nature of Discovery

18. The Representative Plaintiff and his attorneys were given access to and reviewed relevant information concerning viagogo AG’s sales figures to Class Members (on a confidential basis);

19. 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 viagogo AG's online platform during the Class Period, not to mention the fact that viagogo AG has always contended that it operates a "*marketplace*" and does not own the tickets sold on its online platforms;

iii. The Terms of the Transaction Agreement:

20. 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) Each Class Member will receive a single lumpsum cash payment in the amount of CAD \$58.97¹ (**clause 8**);
 - b) This cash amount of **\$58.97** compares very favourably with the average service fee charged per ticket by viagogo AG (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). For instance, **Exhibit P-31** filed in support of the Authorization Application showed a service fee of **\$8.17**;
 - c) There is no need for Class Members to produce invoices or a proof of purchase, or to do anything at all in order to receive the compensation;
 - d) Payments will be sent electronically via Interac e-transfer to the Class Members' email address on file (Class Members must have a valid email address and a credit card in order to purchase a ticket on viagogo AG's platform). However, if a Class Member cannot receive an e-transfer, the Transaction Agreement provides a mechanism for them to receive payment by cheque sent via regular mail (**clause 10**);
 - e) Class Members who have changed their email address since purchasing a Ticket (and who may not have received the Notice of Approval of the Transaction) may still benefit from the reparation even though their email address is unknown on the date of the judgment approving the Transaction (**clause 35**);
 - f) It is worth emphasizing that the Transaction Agreement provides that viagogo AG will pay the 329 Class Members a net amount of \$58.97 each and that Class Counsel's fees and costs, as well as the costs of payment

¹ The parties agree that clauses 8 and 10 should replace \$50.00 with \$58.97. Similarly, the text in parentheses at clause 9 should read "(329 Class Members x \$58.97 each)". This change does not affect the total value of the Transaction Agreement.

distribution are paid *on top* of this \$58.97 cash payment (i.e. they are *not* deducted from the \$58.97);

- g) The Transaction Agreement provides for collective recovery and any remaining balance under paragraph 9 shall be paid to the Fonds d'aide levy pursuant to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* (chapter F-3.2.0.1.1, r. 2). Any balance remaining thereafter shall be paid to a charity to be agreed upon by the Parties and approved by the Court (**clause 11**);
- h) **Clauses 6 and 7** of the Transaction Agreement provide that viagogo AG must - and already has - implemented a business practice change to its mobile and desktop transaction process 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"). Viagogo AG declares that it implemented this business practice change on September 1, 2019.

iv. The Attorneys' Recommendations and their Experience:

- 21. 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;
- 22. Class Counsel believes that the Transaction Agreement respects the rule of proportionality (only 329 Class Members), while providing substantial relief and benefits to the Class Members (\$58.97 cash payment per Class Member that appears to be significantly more than the average service fee based on the information provided by viagogo AG and as corroborated by Exhibit P-31);
- 23. In the circumstances, the result is very advantageous to Class Members;

v. Approval of the Representative Plaintiff:

- 24. 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 V-1;

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

- 25. If the case were to proceed in an adversarial fashion, there is no doubt that there would be protracted litigation and important costs;
- 26. 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;

27. 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:

28. Following the emailing of the pre-approval Notices in October of 2020, no “opt out” requests were received by Class Counsel;
29. There have also been no objections to the Transaction Agreement;

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

30. The Transaction Agreement was negotiated at arm’s-length, in utmost good faith and without collusion between the parties;
31. The negotiations that led to the Transaction Agreement were adversarial, lasting several months;
32. On December 19, 2019, an authorization hearing took place against viagogo AG, who at the time was the only non-settling Defendant;
33. Serious settlement discussions took place only after the class action was authorized against it on January 22, 2020;

III. APPROVAL OF CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION COSTS

34. The Transaction Agreement provides for a lumpsum payment to Class Counsel in the amount of \$25,000 plus taxes, that is on top of the \$58.97 cash payments to each Class Member;
35. The payment of \$25,000 is a relatively modest amount and covers the following:
 - a) judicial fees and disbursements, including costs and fees for translation of certain documents in order to serve viagogo AG in Switzerland pursuant to the *Hague Convention (1965) on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters*;
 - b) extra-judicial fees to compensate Class Counsel for the time expended in the file concerning viagogo AG, including: (i) successfully having the class action authorized against viagogo AG; (ii) drafting the Transaction Agreement and annexes; and (iii) translating the Transaction Agreement and annexes (combined, Me Zukran and Me Sarah Lauzon worked more than **106 hours** in the file against viagogo AG only, not including the hearing to approve the transaction and the work that will be done to distribute the funds to members);

- c) any amounts that Class Counsel may pay to its agent (a claims administrator) to distribute the reparation to Class Members (including banking fees to send Interac e-transfers or postage fees to issue cheques), to the exoneration of viagogo AG.
36. Class Counsel is requesting that this Honourable Court approve the amount of \$25,000 plus taxes agreed to in the Transaction Agreement;
37. 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;
38. 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:**
39. As indicated above, Class Counsel expended more than **106 hours** pursuing this litigation against viagogo AG;
40. Indeed, viagogo AG was the only Defendant to contest authorization (the Court authorized the class action against it on January 22, 2020);
41. Given the modest amount of Class Members (329 according to viagogo AG) and the fact that viagogo AG agrees to pay a \$58.97 cash payment to each member (even though their individual claims may very well be much less – see for example Exhibit P-31 in support of the authorization application), it was agreed that Class Counsel will be responsible for drafting and translating the Transaction Agreement and its annexes, and that Class Counsel will be responsible for distributing the \$58.97 payments to the 329 Class Members;
42. Class Counsel will devote additional time to complete and oversee the implementation of the transaction and distribution of the reparation to members, 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;

43. Class Counsel has dedicated time in pursuing and continuing the litigation against viagogo AG in 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;

44. Without taking into consideration the costs and disbursements related specifically to viagogo AG in this file as a whole, the amount of \$25,000 represents a negative multiplier (i.e. **0.79 times** the 106 hours expended);
45. 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;

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

46. The issues of consumer protection – as alleged by the Representative Plaintiff in his Application – are directly related to the access to justice of the 329 Quebec consumers who can benefit from the Transaction Agreement;
47. 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;
48. 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 viagogo AG's online platform, nor is it likely that they would have implemented a business practice modification;
49. 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;
50. The preceding paragraph confirms that the issues raised by the Representative Plaintiff in this class action were of importance to consumers and public authorities;
51. 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:

52. Among some of the difficulties would have been to counter viagogo AG's "*marketplace*" defence, as well as proving the mandator-mandatory relationship alleged by the Representative Plaintiff;
53. Viagogo AG would also have produced numerous witnesses to counter the Representative Plaintiff's assertions and to back up their claims that it committed no fault;
54. A very significant amount of time, energy, and financial resources would have been necessary to counter viagogo AG's evidence, as well as its legal arguments;
55. In sum, Class Members would have faced complex factual and legal issues in order to establish viagogo AG's liability;
56. 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:

57. 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 communicated herewith as **Exhibit V-4**;
58. 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;
59. The professional services offered by LPC Avocat Inc. are unusual and require specific expertise and professionalism;
60. 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;
61. 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:

62. 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;
63. 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;
64. No request for any funding was made to the *Fonds d'aide aux actions collectives*;
65. Class Counsel assumed all costs and financial risks associated to the present class action;
66. 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;
67. 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 from viagogo AG;
68. 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;
69. The Class Counsel fees being requested have been considered acceptable by the Courts in similar circumstances (both in terms of percentage and multiplier);
70. We reemphasize that Class counsel's fees in the total amount of \$25,000.00 (plus taxes) represents a multiplier of 0.79, before accounting for expenses;

vi. The result obtained:

71. In terms of monetary compensation, the result obtained in this case is amazing for Class Members;
72. First, the \$58.97 cash payment is favorable to Class Members compared to the average service fee charged (see Exhibit P-31 as an example). The compensation process is very simple, quick and does not require Class Members to provide a proof of purchase (as explained above, Class Members will automatically receive an Interac e-transfer payment);
73. Second, one of the objectives of this litigation was to change the viagogo AG's 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 its online transaction processes (see clauses 6 and 7 of the Transaction Agreement);

vii. Fees not contested:

74. Viagogo AG has agreed to pay the Class Counsel Fees, disbursements and administration costs requested herein (see clauses 39-41 of the Transaction Agreement);
75. Further, no Class Member has indicated their intention to contest the request for Class Counsel Fees despite having received the pre-approval notice;

viii. Appoint of a Claims Administrator to Distribute the Funds

76. Section 9 of the Transaction Agreement stipulates that:
 9. Viagogo AG will transfer the amount of CAD \$19,400 (388 Class Members x \$50.00² each) to Class Counsel or to its agent, who, acting as claims administrator for the purposes of this Transaction, will send interac e-transfers to each Class Member to their email addresses as they appear on the Detailed List provided confidentially by viagogo AG to Class Counsel, within ten (10) days of the Judgement Approving the Transaction becoming final.
77. Class Counsel requests that Velvet Payments Inc. be designated as the claims administrator for the purposes of receiving from viagogo AG the sum of \$19,400 in trust and sending the Interac e-transfers to each Class Member to their email addresses as they appear on the Detailed List to be provided confidentially by viagogo AG to Class Counsel and/or to Velvet Payments Inc.;
78. Velvet Payments Inc. has been appointed by the Court as claims administrator in the past, and in the recent settlement in *Attar c. Red Bull Canada Ltd.* sent Interac e-transfers to 38,455 consumers and had a 94.1% deposit rate (meaning that 36,172 of the Interac e-transfers sent were successfully deposited into a bank account);
79. Class Counsel believes that Velvet Payments Inc. has the proficiency required to satisfactorily perform the tasks provided for at clauses 9, 12 and 37 of the Transaction Agreement.

² *Supra* note 1.

PAR CES MOTIFS, PLAISE AU TRIBUNAL :	FOR THESE REASONS, MAY IT PLEASE THE COURT TO:
[1] ACCUEILLIR la demande du Représentant en approbation de la transaction (viagogo AG) et pour l'approbation des honoraires des avocats du groupe;	[1] GRANT Representative Plaintiff's Application to Approve the Transaction Agreement (viagogo AG) and for Approval of Class Counsel's Fees;
[2] DÉCLARER 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;	[2] DECLARE 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;
[3] APPROUVER la transaction (« Transaction Agreement ») conformément à l'article 590 du <i>Code de procédure civile du Québec</i> , et ORDONNER aux parties de s'y conformer;	[3] APPROVE the Transaction Agreement as a transaction pursuant to article 590 of the <i>Code of Civil Procedure</i> , and ORDER the parties to abide by it;
[4] DÉCLARER 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;	[4] DECLARE that the Transaction 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;
[5] ORDONNER et DÉCLARER que le présent jugement, incluant la transaction, lie chaque Membre du Groupe;	[5] ORDER and DECLARE that this judgment, including the Transaction Agreement, shall be binding on every Class Member;
[6] ORDONNER à viagogo AG de notifier par courriel à chaque Membre du Groupe à leur dernière adresse courriel au dossier, dans les dix (10) jours suivant le jugement approuvant la transaction, avec l'avis d'approbation de la transaction, pièce V-3 (annexes C et D de la transaction), afin de les informer de l'approbation de la transaction;	[6] ORDER viagogo AG to notify each Class Member by email to their last email address on file, within ten (10) Days following the Judgment Approving the Transaction, with the Notice of Approval of the Transaction Agreement, Exhibit V-3 (Schedules C and D to the Transaction Agreement), in order to inform them of the approval of the Transaction Agreement;

<p>[7] DÉSIGNER Paiements velvet inc. comme administrateur des réclamations afin de recevoir de viagogo AG la somme de 19 400 \$ en fidéicommiss et d'envoyer les virements électroniques Interac à chaque membre du groupe à leur adresse électronique telle qu'elle apparaît sur la liste détaillée fournie confidentiellement par viagogo AG aux avocats du groupe et à Paiements velvet inc. et ORDONNER à Paiements velvet inc. d'envoyer lesdits virements électroniques Interac aux membres du groupe conformément aux paragraphes 9, 12 et 37 de la transaction;</p>	<p>[7] DESIGNATE Velvet Payments Inc. as Claims Administrator for the purposes of receiving from viagogo AG the sum of \$19,400 in trust and sending the Interac e-transfers to each Class Member to their email addresses as they appear on the Detailed List provided confidentially by viagogo AG to Class Counsel and Velvet Payments Inc. and ORDER Velvet Payments Inc. to send said Interac e-transfers to the Class Members pursuant to clauses 9, 12 and 37 of the Transaction Agreement;</p>
<p>[8] APPROUVER le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires, débours et des coûts de distribution tel que prévu au paragraphe 39 de la transaction;</p>	<p>[8] APPROVE the payment to Class Counsel of its extrajudicial fees, disbursements and the distribution costs as provided for at clause 39 of the Transaction Agreement;</p>
<p>[9] ORDONNER aux parties de faire rapport de l'exécution du jugement à l'expiration des délais prévus aux paragraphes 42 à 45 de la transaction.;</p>	<p>[9] ORDER the Parties, upon the expiry of the times specified at clauses 42 to 45 of the Transaction Agreement, to render account of the execution of the judgment;</p>
<p>[10] LE TOUT, sans frais de justice.</p>	<p>[10] THE WHOLE, without legal costs.</p>

Montreal, December 8, 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 8th day of December, 2020

(s) Andrea Grass

Andrea Grass, attorney #3018440

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-

VIAGOGO AG

Defendant

and

LPC AVOCAT INC.

Representative Plaintiff's Attorney

LIST OF EXHIBITS

- Exhibit V-1:** Copy of the Transaction Agreement;
- Exhibit V-2:** Copy of the report of viagogo AG;
- Exhibit V-3:** *En liasse*, English and French copies of the draft Notice of Approval of the Transaction Agreement (schedules C and D to the Transaction Agreement);
- Exhibit V-4:** Copy of the biography of LPC Avocat Inc.

Montreal, December 8, 2020

(s) *LPC Avocat Inc.*

LPC AVOCAT INC.

Per: Mtre Joey Zukran

Attorney for Representative Plaintiff

NOTICE OF PRESENTATION

TO: Mtre Jean-Michel Boudreau (jmboudreau@imk.ca)
Mtre Doug Mitchell (dmitchell@imk.ca)
IMK LLP
Counsel for viagogo AG

TAKE NOTICE that the present *Application to Approve a Class Action Settlement (viagogo AG) and for Approval of Class Counsel's Fees* shall be presented for adjudication before the Honourable Pierre-C. Gagnon, J.S.C., on **December 16, 2020 at 2:00 p.m., in room 2.08** of the Montreal Courthouse, situated at 1 Notre-Dame Street East, Montréal (Quebec), H2Y 1B6.

Montreal, December 8, 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-

VIAGOGO AG

Defendant

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(Art. 590 C.C.P., art. 58 of the *Regulation of the Superior Court of Québec in civil matters*, CQLR c C-25.01, r 0.2.1, and art. 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: izukran@ipclex.com

BL 6059

N/D: JZ-103
