

C A N A D A

**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL**

NO: 500-06-001215-231

**(Class Action)
SUPERIOR COURT**

MATHIEU TRUELLE, domiciled [REDACTED]
[REDACTED]
[REDACTED]

Applicant

vs.

TICKETMASTER CANADA LP, limited partnership having an establishment at 7001 Saint-Laurent boulevard, Montreal, District of Montreal, Quebec, H2S 3E3

and

TICKETMASTER CANADA HOLDINGS ULC, legal person having an establishment at 7001 Saint-Laurent boulevard, Montreal, District of Montreal, Quebec, H2S 3E3

and

TICKETMASTER CANADA ULC, legal person having an establishment at 7001 Saint-Laurent boulevard, Montreal, District of Montreal, Quebec, H2S 3E3

and

TICKETMASTER LLC, legal person having a place of business at 9348 Civic Center Drive, Beverly Hills, California, 90210, U.S.A.

and

CUMIS GENERAL INSURANCE COMPANY, legal person having its head office at 151 North Service Road, Burlington, Ontario, L7R 4C2

and

AZGA INSURANCE AGENCY CANADA LTD., legal person having its head office at 700 Jamieson Parkway, Cambridge, Ontario N3C 4N6

and

AZGA SERVICE CANADA INC., legal person having its head office at 700 Jamieson Parkway, Cambridge, Ontario N3C 4N6

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF
(ARTICLES 571 AND FOLLOWING C.C.P.)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATES:**

I. INTRODUCTION

1. The Applicant wishes to institute a class action on behalf of the following class, of which he is a member, namely:

All persons in Canada who purchased a ticket from Ticketmaster's website or mobile application, with insurance, and for whom the total amount to be paid for their ticket plus the insurance was not displayed by Ticketmaster at the time of purchase; or any other class to be determined by the Court. (hereinafter referred to as the " Class ")	Toutes les personnes au Canada qui ont acheté un billet sur le site Web ou l'application mobile de Ticketmaster, avec une assurance, et pour lesquelles le total des sommes qui doit être déboursé pour leur billet plus l'assurance n'a pas été affiché par Ticketmaster au moment de l'achat; ou tout autre groupe à être déterminé par le Tribunal. (ci-après le « Groupe »)
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2. The Applicant is a consumer within the meaning of Quebec's *Consumer Protection Act* (the "**CPA**") and Canada's *Competition Act*;
3. The Defendants Ticketmaster Canada LP, Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC and Ticketmaster LLC (hereinafter collectively

“**Ticketmaster**”) are merchants operating websites, mobile applications and call centers and act as the agent for Ticket sales, on the primary and secondary markets, to those who provide events, such as venues, teams, artist representatives, fan clubs, promoters and leagues;

4. Ticketmaster's parent company, Live Nation Entertainment Inc. is a multibillion-dollar corporation that trades publicly on the New York Stock Exchange (NYSE: LYV). On its website (<https://www.livenation.com/ticketmaster/>), Live Nation boasts that *“Ticketmaster is the global leader in ticket management for large-scale sports and entertainment, specializing in sales, marketing, and distribution. As the largest ticket marketplace in the world, Ticketmaster is also the number one event search platform trusted by billions of live event fans”*;
5. Ticketmaster does business in Canada and in the province of Quebec. An extract of the enterprise's information statement from the Quebec enterprise register for Ticketmaster Canada LP is disclosed as **Exhibit P-1**;
6. Ticketmaster is essentially the largest – and often the only – seller for primary tickets for events in Quebec and Canada. For example, on June 6, 2019, Live Nation announced that “Ticketmaster will serve as the primary and resale ticketing partner for the Montreal Canadiens, Bell Centre, Place Bell, MTelus, the Corona Theatre and more, providing a safe and secure platform for fans to buy, sell and transfer verified tickets. The deal also includes numerous high-profile festivals including Osheaga, Heavy Montreal, and Ile Soniq”, as it appears from **Exhibit P-2**;
7. When Ticketmaster sells tickets to Class Members, it gives them the option to purchase insurance, known as “Event Ticket Protector” (the “**Insurance**”). According to its website, Ticketmaster's insurance is underwritten by Defendants **CUMIS General Insurance Company**, a member of The Co-operators group of companies and administered by Allianz Global Assistance, a registered business name of Defendants **AZGA Service Canada Inc.**, and Defendant **AZGA Insurance Agency Canada Ltd.**, as it appears from a screen capture of Ticketmaster's website communicated as **Exhibit P-3**;
8. When Quebec Class Members purchase tickets and insurance using Ticketmaster's platforms (mobile and desktop), the contract is deemed to be entered into in Quebec (s. 54.2 CPA). The Defendants' activities are governed by the CPA and the *Competition Act*, among other legislation;
9. The manner in which Ticketmaster sells the Insurance to Class Members is misleading and deceitful. In particular, and as more fully detailed herein below, when Ticketmaster sells tickets to Class Members, it forces them to select between “yes” and “no” toggle boxes and the question asked is **not** whether the Class Members wish to “purchase” Insurance, but rather whether the “*want to protect my ticket purchase*” (see Exhibit P-3). There is no mention of the price for the insurance next to the “yes” box and the price is never added to the total price that the Class Members must pay for their tickets and the Insurance (see Exhibit P-3);

10. Ticketmaster's purchase process is designed in such a way that gives Class Members the impression that there are **no** additional charges if someone chooses "yes" to "*want to protect my ticket purchase*" (see Exhibit P-3);
11. When purchasing tickets on Ticketmaster, there is a clock running that indicates the "time Remaining" (see top left of Exhibit P-3) and Ticketmaster is well aware that Class Members don't have the luxury of time to read every microscopic detail of their website before completing a purchase. After a few minutes on the final transaction page (where the Insurance question appears for the first time), Ticketmaster will cause the following pop-up message to appear, encouraging Class Members to hurry up with their purchase or their tickets may no longer be available, **Exhibit P-4:**

Complétez votre achat

Les billets se vendent rapidement. Réservez vos places avant qu'il ne soit trop tard.

J'ai compris

12. Quebec's CPA provides:

54.4. Before a distance contract is entered into, the merchant must disclose the following information to the consumer:

...

(g) the **total amount to be paid** by the consumer under the contract and, if applicable, the amount of instalments, the rate applicable to the use of an incidental good or service and the terms of payment;

...

The merchant **must present the information prominently and in a comprehensible manner and bring it expressly to the consumer's attention**; in the case of a written offer, the merchant must present the information in a manner that ensures that the consumer is able to easily retain it and print it.

54.4. Avant la conclusion du contrat à distance, le commerçant doit divulguer au consommateur les renseignements suivants:

...

g) le **total des sommes que le consommateur doit déboursier** en vertu du contrat et, le cas échéant, le montant des versements périodiques, le tarif applicable pour l'utilisation d'un bien ou d'un service accessoire de même que les modalités de paiement;

...

Le commerçant **doit présenter ces renseignements de manière évidente et intelligible et les porter expressément à la connaissance du consommateur**; lorsqu'il s'agit d'une offre écrite, il doit présenter ces renseignements de façon à ce que le consommateur puisse aisément

	les conserver et les imprimer sur support papier.
224. No merchant, manufacturer or advertiser may, by any means whatever, ... (c) charge, for goods or services, a higher price than that advertised. ... For the purposes of subparagraph c of the first paragraph, the price advertised must include the total amount the consumer must pay for the goods or services. However, the price advertised need not include the Québec sales tax or the Goods and Services Tax. More emphasis must be put on the price advertised than on the amounts of which the price is made up.	224. Aucun commerçant, fabricant ou publicitaire ne peut, par quelque moyen que ce soit: ... c) exiger pour un bien ou un service un prix supérieur à celui qui est annoncé. ... Aux fins du paragraphe c du premier alinéa, le prix annoncé doit comprendre le total des sommes que le consommateur devra déboursier pour l'obtention du bien ou du service. Toutefois, ce prix peut ne pas comprendre la taxe de vente du Québec, ni la taxe sur les produits et services du Canada. Le prix annoncé doit ressortir de façon plus évidente que les sommes dont il est composé.

13. Given that the CPA is of public order and that the Defendants intentionally do not clearly and prominently display the real total price (including what they charge for Insurance) for their own financial gain, the damages to Class Members in this case is the aggregate of the price paid for the Insurance, in addition to their claim for punitive damages, and damages for trouble and inconvenience;
14. It is safe for Applicant to assume that the Defendants have generated gross sales in the millions of dollars while continuing to engage in this prohibited practice;
15. Therefore, the purpose of this class action is to:
 - a) obtain an injunction ordering the Defendants to modify their platforms (mobile and desktop) and to cease the prohibited business practice;
 - b) obtain reimbursements of the amounts charged by the Defendants on account of Insurance;
 - c) obtain additional damages for trouble and inconveniences caused by the Defendants' intentional misconduct; and
 - d) obtain punitive damages for Class Members.

II. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF (SECTION 575 CCP):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

16. The Applicant is a consumer within the meaning of the CPA and the *Competition Act*;
17. On October 30, 2022, the Applicant decided to purchase two tickets to the “Les Cowboys Fringants” concert at the Centre Bell in Montreal, held on January 6, 2023;
18. The Applicant purchased 2 tickets in section 101 row S for \$66.00 each (for a total of \$132.00), as it appears from his purchase confirmation email from Ticketmaster disclosed as **Exhibit P-5**;
19. At the final page of the transaction process, Ticketmaster forces Class Members to make a “*Sélection obligatoire*” concerning the Insurance. The options Ticketmaster gave to the Applicant were the following, as it appears from a screenshot of a simulation of a purchase from January 18, 2023, communicated as **Exhibit P-6**:

* Sélection obligatoire

☐ Oui, je veux protéger mon achat de billet pour Madonna à Centre Bell le samedi, août 19, 2023 (recommandé)

En cliquant sur « Oui », vous confirmez que vous acceptez **la police d'assurance** et **l'énoncé de confidentialité** et que vous acceptez les conditions générales de la couverture d'assurance et comprenez **ce qui n'est pas couvert** par la police d'assurance et reconnaissez que toute fausse déclaration entraînera la nullité de la couverture d'assurance.

☐ Non

20. The Defendants do not “*clearly*” or “*prominently*” display the price for the Insurance prior to the purchase. Worse, once the Applicant selected the “yes” option, the total price for his purchase remained displayed as \$132.00 (as it appears from Exhibits P-3 and P-6), which is the price he agreed and accepted to pay for this transaction;
21. Based on the information displayed on Ticketmaster’s check-out page, the Applicant understood that he would be charged a total of **\$132.00** for his entire transaction, including for the tickets and for opting-in for the Insurance by choosing “yes”;
22. The Applicant submits that the Defendants do this intentionally, in order to trick

Class Members into accepting the Insurance, knowing full well that very few Class Members will ever realize they were charged extra and, from those who do, very few will take the time and steps to contest the charge;

23. The Applicant communicates a video of a simulation of the purchase process on Ticketmaster to demonstrate his cause of action as **Exhibit P-7**;
24. The situation is identical for both mobile and desktop transactions on Ticketmaster;
25. The Defendants will argue that their very subtle disclosure in small, fine print, that there is a cost for the Insurance should suffice to exonerate them from liability, which is wrong;
26. Ticketmaster's disclosure in fine print and in a smaller and lighter font – which the Applicant never saw prior to his purchase – contravenes s. 54.4 CPA, which stipulates: **(i)** that, **prior** to the purchase, merchants must disclose the **total amount** to be paid by the consumer under the contract; and **(ii)** that this amount must be displayed “*prominently*” and in a comprehensible manner and bring it “*expressly*” to the Applicant's attention, which it intentionally does not do;
27. The Defendants also violate section 224 CPA by never showing the total price of the transaction, which in the Applicant's case ended up actually being \$148.00 (i.e. \$132.00 for the tickets + 16.00 for the Insurance). There was also a tax of \$1.44 added on to the price of the Insurance (which is excluded from the application of section 224 CPA);
28. The Superior Court has already authorized a class action based on sections 54.4 and 228 CPA where the defendant – also a ticket reseller – did not display the currency of its transactions until the very last step of the purchase process (“*specified a few lines above the order button, in bold letters*”), which is almost identical to what Ticketmaster does with the Insurance; The Court also found that on the merits it would be “*relevant to assess the impact of the time when the information is disclosed, if that impact is exacerbated in the case of a contract entered into on a computer, which generally accelerates the pace at which a contract is entered into*” (*Nicolas c. Vivid Seats*, 2018 QCCS 3938, paras. 26-29);

i. Steps taken by the Applicant after discovering the fraud

29. On October 30, 2022, the Applicant received an email from Ticketmaster confirming his purchase and still showing the total price of \$132.00 (Exhibit P-5), and confirming that he chose the Insurance option, all the while still never showing the additional price for the Insurance. The email stated only as follows concerning the insurance:



Vos billets sont désormais protégés.

Merci d'avoir ajouté la protection-billets de spectacle à votre commande. Vous serez facturé séparément par la compagnie d'assurance générale CUMIS. Vous recevrez un courriel de confirmation de l'administrateur, Allianz Global Assistance, contenant votre numéro de police d'assurance. Si vous ne recevez pas ce courriel, ou si vous avez des questions concernant votre assurance, veuillez contacter eventservice@allianz-assistance.ca, ou appeler le 1-866-520-8837.

Veuillez noter que pour tout problème lié aux billets, vous devez continuer à contacter le [service à la clientèle de Ticketmaster](#).

30. On October 30, 2022, the Applicant received a subsequent email, this time from: "eventticketprotector@allianz-assistance.ca" informing him of his insurance policy and once again never showing any price in the body of the email, as it appears from **Exhibit P-8**;
31. It was only upon opening the PDF attachment contained in this subsequent email (Exhibit P-8) that the Applicant discovered he was charged an additional \$16.00 plus taxes (\$17.44 in total) for the Insurance that he never agreed to pay for and which was never displayed prominently anywhere prior to his purchase, as it appears from the PDF file attached to said email and communicated as **Exhibit P-9**;
32. The Insurance charge was also posted separately to the Applicant's credit card, as it appears from a redacted version of his credit card statement communicated as **Exhibit P-10**;
33. The Applicant immediately contacted the Defendants and requested a refund, as it appears from **Exhibit P-11**;
34. The Defendants initially ignored the Applicant's requests and it was impossible for him to reach a live agent;
35. It was only after contacting the OPC (the Consumer Protection Office), the AMF and the media, that the Defendants reversed the charge of \$17.44;
36. A copy of the La Presse article dated January 15, 2023, referring to the Applicant's situation in particular, is communicated as **Exhibit P-12**;
37. The Applicant is aware of other Class Members in an identical situation as him vis-à-vis the Defendants and who have not been reimbursed;
38. Although the Defendants finally refunded the Applicant the amount of \$17.44 (i.e. the Insurance), the Applicant is still lawfully entitled to claim damages for troubles

and inconveniences and punitive damages in the amount of **\$200.00** for a violation of the CPA;

39. The Applicant also has standing to request and obtain an injunction ordering the Defendants to cease the illegal practice;
40. Clearly, the Defendants have not modified their practice and the filing of the present action is necessary in order to obtain damages and refunds for all Class Members, injunctive relief and punitive damages;
41. The Applicant's damages are a direct and proximate result of the Defendants' failure to respect the law, especially in these circumstances where the law says that merchants must clearly and prominently display the price and it does not;
42. As a result of the foregoing, the Applicant is justified in claiming, for himself and on behalf of Class Members, compensatory damages, as well as punitive damages based on repeated violations of ss. 54.4(g), 219, 224 CPA (pursuant to s. 272 CPA) and section 52 of the *Competition Act*, as well as injunctive relief pursuant to articles 509 and following CCP;

ii. Applicant's claim for punitive damages (s. 272 CPA)

43. The Defendants' overall conduct before, during and after the violation, is lax, careless, passive and ignorant with respect to consumers' rights and to its own obligations;
44. In this case, the Ticketmaster Defendants breach consumer protection legislation, even though they very well aware of the requirements of ss. 54.4 and 224 CPA because they have already faced class actions in Quebec based on these very same provisions;
45. The Applicant alleges that the reason why Ticketmaster hides the price for the Insurance – in smaller, lighter font and nowhere next to the “yes” option – is so that consumers do not see it and do not realize that they are actually paying more for Insurance, as it would influence their purchase decision;
46. Notwithstanding the preceding paragraph, as it concerns the issue of Ticketmaster's duty to inform under the CPA, the Court of Appeal held that the answer cannot be nuanced or deferred from one consumer to another: either Ticketmaster complies with the law or not, as the fault Ticketmaster is accused of here is objective and statutory (*Apple Canada inc. c. Badaoui*, 2021 QCCA 432, par. 45);
47. The Defendants' complete disregard for consumers' rights and to its own obligations under the CPA is in and of itself an important reason for this Court to enforce measures that will punish the Defendants, as well as deter and dissuade others from engaging in similar reprehensible conduct to the detriment of Quebec consumers;
48. The reality is that the Defendants have likely generated millions of dollars in profits

by engaging in this prohibited practice – to the detriment of consumers;

49. Punitive damages have a preventive objective, that is, to discourage the repetition of such undesirable conduct;
50. Ticketmaster's violations are intentional and calculated;
51. The Applicant is accordingly entitled to claim and does hereby claim on behalf of Class members from Ticketmaster \$200.00 per member on account of punitive damages;
52. The Defendants' patrimonial situations are so significant that the foregoing amount of punitive damages is appropriate in the circumstance;

B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:

53. The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Class, namely:
 - a) Do the Defendants violate s. 54.4(g), 224 or 228 CPA?
 - b) Do the Defendants violate s. 52 of the Competition Act?
 - c) If there has been a violation of one or more of these provisions, can the Class Members claim compensatory and punitive damages from the Defendants? If so, in what amounts?
 - d) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate the unfair, deceitful and illegal practice?
54. The claims of every Class Member are founded on very similar facts to the Applicant's claim since, as mentioned above, the question as to whether Ticketmaster complies with the law or not is objective and statutory, and does not vary between one consumer to another (*Apple Canada inc. c. Badaoui*, 2021 QCCA 432, para. 45);
55. By reason of the Defendants' unlawful conduct, the Applicant and every Class Member have suffered damages, which they may collectively claim against Ticketmaster;

C) THE COMPOSITION OF THE CLASS

56. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;
57. Class Members include consumers and merchants in Quebec and across Canada

who purchased a ticket from Ticketmaster for events (sporting, cultural, concert, etc.) for anywhere in the world, and who selected “yes” for the Insurance;

58. The Applicant presumes that Ticketmaster has an important number of customers in Quebec. While he is unaware of the total number, he estimates that it is likely in the tens of thousands;
59. The names and addresses of all the other members included in the Class are not known to the Applicant, however, are all in the possession of the Defendants since the orders must be placed online with a valid email and the insurance policies are sent by email;
60. Class Members are numerous and are dispersed across the province;
61. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;
62. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) THE CLASS MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS

63. The Applicant requests that he be appointed the status of representative plaintiff for the following main reasons:
 - a) He is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
 - b) He is competent, in that he has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) His interests are not antagonistic to those of other Class members;
64. The Applicant adds that he participated in the drafting of the present application and has reviewed the exhibits;
65. He has already taken the time to denounce this situation to the AMF and the OPC, and contacted La Presse for the purpose of reporting on this widespread problem causing ongoing prejudice to his fellow Class Members;
66. He is aware of other Class Members in the same situation, all of whom have not been refunded by the Defendants;
67. He is taking this action so that he and all Class Members can be compensated, to force the Defendants to modify their practice and to hold Ticketmaster accountable;

III. DAMAGES

68. The Defendants have breached several obligations imposed on them by consumer protection legislation in Quebec, notably Quebec's CPA, including ss. 54.4(g), 224, and 228, thus rendering section 253 and 272 applicable. They have also violated s. 52 of the *Competition Act*;
69. In light of the foregoing, the following may be claimed collectively against the Defendants:
- a) compensatory damages in the aggregate amount of the Insurance premiums collected;
 - b) damages for trouble and inconveniences in an amount to be determined on the merits;
 - c) punitive damages of \$200.00 per Class member for the intentional breach of obligations imposed on the Defendants pursuant to s. 272 CPA and the common law; and
 - d) injunctive relief.

IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

70. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages and for injunctive relief;
71. The conclusions that the Applicant wishes to introduce by way of an originating application are:
- 1. **GRANT** the Representative Plaintiff's action against the Defendants;
 - 2. **ORDER** the Defendants to disclose the total amount to be paid when they sell Insurance for a ticket on their platforms, in conformity with sections 54.4 and 224 CPA, as well as s. 52 of the *Competition Act*;
 - 3. **CONDEMN** the Defendants, solidarily, to pay to the Representative Plaintiff and the Class Members an amount to be determined in compensatory damages, and **ORDER** the collective recovery of these sums;
 - 4. **CONDEMN** the Defendants, solidarily, to pay to the Class Members \$200.00 each in punitive damages, and **ORDER** collective recovery of these sums;
 - 5. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff*;

6. **ORDER** the Defendants, solidarily, to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
7. **ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
8. **CONDEMN** the Defendants to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;
9. **RENDER** any other order that this Honourable Court shall determine;

V. JURISDICTION

72. The Applicant requests that this class action be exercised before the Superior Court in the district of Montreal, notably because he is a consumer and resides in this district.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **GRANT** the present Application;
2. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages and injunctive relief;
3. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

All persons in Canada who purchased a ticket from Ticketmaster's website or mobile application, with insurance, and for whom the total amount to be paid for their ticket plus the insurance was not displayed by Ticketmaster at the time of purchase; or any other class to be determined by the Court. (hereinafter referred to as the " Class ")	Toutes les personnes au Canada qui ont acheté un billet sur le site Web ou l'application mobile de Ticketmaster, avec une assurance, et pour lesquelles le total des sommes qui doit être déboursé pour leur billet plus l'assurance n'a pas été affiché par Ticketmaster au moment de l'achat; ou tout autre groupe à être déterminé par le Tribunal. (ci-après le « Groupe »)
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4. **IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

- a) Do the Defendants violate s. 54.4(g), 224 or 228 CPA?

- b) Do the Defendants violate s. 52 of the *Competition Act*?
 - c) If there has been a violation of one or more of these provisions, can the Class Members claim compensatory and punitive damages from the Defendants? If so, in what amounts?
 - d) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate the unfair, deceitful and illegal practice?
5. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:
- 1. **GRANT** the Representative Plaintiff's action against the Defendants;
 - 2. **ORDER** the Defendants to disclose the total amount to be paid when they sell Insurance for a ticket on their platforms, in conformity with sections 54.4 and 224 CPA, as well as s. 52 of the *Competition Act*;
 - 3. **CONDEMN** the Defendants, solidarily, to pay to the Representative Plaintiff and the Class Members an amount to be determined in compensatory damages, and **ORDER** the collective recovery of these sums;
 - 4. **CONDEMN** the Defendants, solidarily, to pay to the Class Members \$200.00 each in punitive damages, and **ORDER** collective recovery of these sums;
 - 5. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff*;
 - 6. **ORDER** the Defendants, solidarily, to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
 - 7. **ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
 - 8. **CONDEMN** the Defendants to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;
 - 9. **RENDER** any other order that this Honourable Court shall determine;
6. **DECLARE** that all members of the Class that have not requested their

exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

7. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notices to Class members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgement to be rendered herein;
8. **ORDER** the publication of a notice to the members of the Class in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein by e-mail to each Class member, to their last known e-mail address, with the subject line "Notice of a Class Action";
9. **THE WHOLE** with costs including publication fees.

Montreal, January 18, 2023

(s) LPC Avocat Inc

LPC AVOCAT INC.

Mtre Joey Zukran

Attorney for the Applicant

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SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P.)

Filing of a judicial application

Take notice that the Applicant has filed this *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* in the office of the Superior Court in the judicial district of **Montreal**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the applicant.

If the application pertains to an employment contract, consumer contract or insurance

contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

- Exhibit P-1:** Copy of the enterprise's information statement from the Quebec enterprise register for Ticketmaster Canada LP;
- Exhibit P-2:** Copy of the announcement made by Live Nation on June 6, 2019;
- Exhibit P-3:** Screen capture of Ticketmaster's website;
- Exhibit P-4:** Screen capture of Ticketmaster's website with the pop-up message;
- Exhibit P-5:** Copy of purchase confirmation of October 30, 2022;
- Exhibit P-6:** Screenshots of a simulation of a purchase from January 18, 2023;
- Exhibit P-7:** Video of a simulation of the purchase process on Ticketmaster;
- Exhibit P-8:** Copy of the email received on October 30, 2022, from "eventticketprotector@allianz-assistance.ca";
- Exhibit P-9:** Copy of the PDF file attached to the email of October 30, 2022, from "eventticketprotector@allianz-assistance.ca";

- Exhibit P-10:** Copy of Applicant's credit card statement (redacted);
- Exhibit P-11:** Copy of email from Applicant to Defendants on October 30, 2022;
- Exhibit P-12:** Copy of La Presse article titled "*Avant d'assurer ses billets de spectacle...*" dated January 15, 2023;

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, January 18, 2023

(s) LPC Avocat Inc

LPC AVOCAT INC.

Mtre Joey Zukran, for the Applicant
276 Saint-Jacques Street, Suite 801
Montréal, Québec, H2Y 1N3
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Email: jzukran@lpclex.com

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

TO: TICKETMASTER CANADA LP
7001 SAINT-LAURENT BOULEVARD
MONTREAL, QUEBEC, H2S 3E3

TICKETMASTER CANADA HOLDINGS ULC
7001 SAINT-LAURENT BOULEVARD
MONTREAL, QUEBEC, H2S 3E3

TICKETMASTER CANADA ULC
7001 SAINT-LAURENT BOULEVARD
MONTREAL, QUEBEC, H2S 3E3

TICKETMASTER LLC
9348 CIVIC CENTER DRIVE
BEVERLY HILLS, CALIFORNIA, 90210, U.S.A.

CUMIS GENERAL INSURANCE COMPANY
151 NORTH SERVICE ROAD
BURLINGTON, ONTARIO, L7R 4C2

AZGA INSURANCE AGENCY CANADA LTD.
700 JAMIESON PARKWAY
CAMBRIDGE, ONTARIO, N3C 4N6

AZGA SERVICE CANADA INC.
700 JAMIESON PARKWAY
CAMBRIDGE, ONTARIO, N3C 4N6

Defendants

TAKE NOTICE that Applicant's *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* will be presented before the Superior Court at **1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, on the date set by the coordinator of the Class Action chamber.

Montreal, January 18, 2023

(s) LPC Avocat Inc

LPC AVOCAT INC.

Mtre Joey Zukran, for the Applicant
276 Saint-Jacques Street, Suite 801
Email: jzukran@lpclex.com

500-06-001215-231

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

MATHIEU TRUDELLE

Applicant

v.

TICKETMASTER CANADA LP
ET ALS.

Defendants

APPLICATION TO AUTHORIZE THE BRINGING OF
A CLASS ACTION AND TO APPOINT THE STATUS
OF REPRESENTATIVE PLAINTIFF
(ARTICLES 571 AND FOLLOWING C.C.P.)

COURT COPY

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BL 6059

N/D: JZ-246
