

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT  
(Class Actions)

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**NO : 500-06-001153-218**

**STEVE ABIHSIRA**

Plaintiff

v.

**TICKETMASTER CANADA LP**

and

**TICKETMASTER CANADA HOLDINGS  
ULC**

and

**TICKETMASTER CANADA ULC**

and

**TICKETMASTER LLC**

Defendants

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## **SETTLEMENT AGREEMENT**

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This Settlement Agreement and Release (“**Agreement**”) is entered into as of September 30, 2022 by and between Steve Abihira, individually and as proposed representative of the Class defined below (the “**Plaintiff**”), and Ticketmaster Canada LP, Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC and Ticketmaster LLC (collectively, the “**Defendants**”);

## **I. PREAMBLE**

WHEREAS this Agreement shall be submitted to the Court for approval;

WHEREAS the Plaintiff commenced the following class action in Quebec on June 21, 2021 against the Defendants in Quebec Superior Court File No. 500-06-001153-218 (the “**Class Action**”);

WHEREAS the Plaintiff alleges that the Defendants acted in violation of sections 54.4, 219 and 228 of the *Consumer Protection Act*, C.Q.L.R., c. P-40.1 (the “**CPA**”) in relation to the manner of disclosure of the Original Ticket Price (as defined below) in the resale of Tickets (as defined below) (the “**Claims**”);

WHEREAS the Class Action was authorized on January 25, 2022 by the Honorable Justice Pierre-C. Gagnon (the “**Authorization Judgment**”) for a class defined as “[e]very natural person and every merchant (natural or legal person), present on the territory of Québec at the time of purchasing a resale ticket for an event, on the website or the mobile application of Ticketmaster, at a price higher than the one announced for the ticket on the primary market, between June 6, 2018 and May 4, 2022”;

WHEREAS notice to Class Members (as defined below) of the Authorization Judgment has not yet been disseminated given the conclusion of this Agreement;

WHEREAS the Defendants deny any wrongdoing or liability in relation to the Claims and the Class Action, and have raised and intended to raise numerous affirmative defences;

WHEREAS, as a result of an authorization hearing and extensive settlement discussions, the Plaintiff and the Defendants (collectively, the “**Parties**”) are familiar with the factual and legal issues presented by their respective claims and defences;

WHEREAS based on an analysis of the Claims, taking into account the risks, burdens and expense of litigation, including the risk and uncertainty associated with pre-trial procedure, a protracted trial and possible appeals, as well as the fair, cost-effective and assured method of resolving the Claims provided for in this Agreement, the Plaintiff and Class Counsel (as defined below) have concluded that this Agreement provides benefits to the Settlement Class Members (as defined below) and is fair, reasonable and in the best interests of the Settlement Class Members;

WHEREAS the Defendants and Defence Counsel (as defined below) have similarly concluded that this Agreement is desirable in order to avoid the time, risks and expense of defending the Class Action and to resolve fully and finally the pending and potential claims raised by the Settlement Class Members;

WHEREAS this Agreement was entered into after extensive arm’s length discussions and negotiations between the Parties, as represented by Class Counsel and Defence Counsel;

WHEREAS the Parties desire to compromise and settle all issues pertaining to the Claims, and to ensure that there are no further proceedings, actions or disputes with regard to the Claims and the Class Action, and intend that this Agreement be so construed;

WHEREAS the total value of the settlement provided under this Agreement is approximately five hundred thousand Canadian dollars (CA\$500,000), including the value of Credits (as defined bellow) for Settlement Class Members of approximately three hundred seventy-eight thousand seven hundred seventy Canadian dollars (CA\$378,770), or ten Canadian dollars (CA\$10.00) per member, based upon the estimate of the Defendants that there are about thirty-seven thousand eight hundred seventy-seven (37,877) members of the Settlement Class (as defined below), Legal Expenses of one hundred six thousand dollars Canadian dollars (CA\$106,000) plus tax, and the payment of settlement expenses;

WHEREAS an essential condition for the Plaintiff agreeing to the terms herein is that the Defendants have accepted to make certain changes to the purchase process in order to disclose earlier the Original Ticket Price to users of the Defendants' websites and mobile apps for events in the Province of Quebec, which changes are described in more detail in **Schedule C** of this Agreement, and which the Parties agree are a fundamental element of the Settlement which the Court should not approve if those changes were in violation of the CPA;

WHEREAS the Parties agree that the settlement provided for under this Agreement (the "**Settlement**"), including the business practice changes, is a fair, reasonable and adequate resolution of the Claims;

WHEREAS the Parties desire and intend to seek the Court's approval of the Settlement in the Class Action; and

WHEREAS the Fonds (as defined below) has provided no assistance to the Plaintiff in connection with the Class Action, and therefore no reimbursement is required pursuant to section 30 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR, c. F-3.2.0.1.1;

NOW THEREFORE it is agreed that in consideration of the promises and mutual covenants set forth in this Agreement and the entry of final orders to approve the terms and conditions of the Settlement in the Class Action, the Claims in the Class Action will be settled and compromised under the terms and conditions contained herein.

## II. DEFINITIONS

1. In this Agreement, in addition to the terms that are defined elsewhere herein, the following terms have the meanings specified below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

- (a) **“Approval Motion”** means the motion brought in the Class Action for approval of the Settlement, and ancillary relief, pursuant to paragraphs **20** to **23** of this Agreement;
- (b) **“Approval Order”** means the court order approving this Agreement and the Settlement herein, and providing other ancillary relief;
- (c) **“Class”** means every natural person and every merchant (natural or legal person) who purchased a Resale Ticket (as defined below) for an event in the Province of Quebec on the Defendants’ websites and mobile apps between June 6, 2018 and May 4, 2022 and who provided a billing address in the Province of Quebec when they made that purchase;
- (d) **“Class Action Webpage”** means the webpage that has been linked by Class Counsel on the firm’s website: [www.lpclex.com/ticketmaster2](http://www.lpclex.com/ticketmaster2);
- (e) **“Class Counsel”** means LPC Avocat Inc.;

- (f) **“Class Member”** means a person who falls within the definition of the Class;
- (g) **“Class Period”** means from June 6, 2018 to May 4, 2022;
- (h) **“Court”** means the Superior Court of Quebec;
- (i) **“Credit”** means a redeemable voucher or electronic gift card issued by the Defendants to a Class Member pursuant to paragraph **24** and following of this Agreement;
- (j) **“Defence Counsel”** means Torys Law Firm LLP;
- (k) **“Effective Date of the Settlement”** means the next business day after the day on which all appellate rights with respect to the last made Approval Order in the Class Action have expired (including a 30-day appeal period) or have been exhausted in such manner as to permit the consummation of the Settlement in accordance with the terms and conditions of the Agreement;
- (l) **“Fonds”** means the Fonds d’aide aux actions collectives constituted pursuant to the *Act respecting the Fonds d’aide aux actions collectives*, CQLR, c. F-3.2.0.1.1;
- (m) **“Fonds Levy”** means the amounts payable to the Fonds pursuant to the *Act respecting the Fonds d’aide aux actions collectives*, CQLR, c. F-3.2.0.1.1, the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives*, CQLR, c. F-3.2.0.1.1, r. 2, and applicable Quebec law, if any;

- (n) **“Legal Expenses”** means an amount not exceeding one hundred six thousand Canadian dollars (CA\$106,000) plus sales taxes thereon, payable by the Defendants in respect of all fees, disbursements, and taxes on disbursements or fees requested by Class Counsel, on their own behalf and on behalf of any and all other counsel, experts and/or consultants acting for or engaged by the Plaintiff in relation to the Class Action, approved by the Court;
- (o) **“Legal Expenses Application”** means the application to the Court by Class Counsel for approval of an amount no greater than the Legal Expenses;
- (p) **“Opt Out Form”** means the form attached as **Schedule A** to this Agreement, to be used by persons who fall within the definition of the Settlement Class but who do not wish to be bound by the terms of this Agreement;
- (q) **“Opt Out Period”** means a period of thirty (30) days from the date of the Pre-Approval Notice sent by email;
- (r) **“Original Ticket Price”** means the price for which tickets are advertised when initially offered for sale on the primary market by the event organizer or its authorized agent, before they are listed for sale on the secondary market through either the [www.ticketmaster.ca](http://www.ticketmaster.ca) website or using one of the Defendants’ mobile applications;
- (s) **“Pre-Approval Motion”** means the motion that will be brought in the Class Action to approve the form and means of dissemination of the Pre-Approval Notice, to obtain the Pre-Approval Order, and any other ancillary relief, pursuant to paragraphs **6** to **8** of this Agreement;



- (t) **“Pre-Approval Notice”** means the notice to the Settlement Class of the date and time for the hearing for approval of the Settlement, and of related relief, to be disseminated in the manner described in paragraph **11** of this Agreement and in the form attached as **Schedule B** to this Agreement, or by such other means or in such other form as may be approved by the Court;
- (u) **“Pre-Approval Order”** means the order made by the Court in the Class Action changing the definition of the authorized class to conform to the definition of the Class set out in this Settlement Agreement, appointing the Settlement Administrator, approving the form and means of Pre-Approval Notice, pursuant to this Agreement, and providing other ancillary relief pursuant to paragraphs **6 and 8** of this Agreement;
- (v) **“Released Persons”** means the Defendants and Live Nation Entertainment, Inc., and each of their past and present parents, subsidiaries, affiliates, related companies, divisions, associates, partners, divisions, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers and estate trustees, and each of their respective predecessors, successors, heirs and assigns;
- (w) **“Releasing Persons”** means the Plaintiff, on behalf of himself and the Settlement Class Members, and each and every Settlement Class Member, as well as their respective spouses, heirs, executors, successors, representatives, agents, parents, mandataries, tutors, curators and assigns;

- (x) **“Resale Ticket”** means a Ticket that was posted for resale on the secondary market through either the [www.ticketmaster.ca](http://www.ticketmaster.ca) website or using one of the Defendants’ mobile applications;
- (y) **“Settlement Administrator”** means Velvet Payments Inc.;
- (z) **“Settlement Class”** or **“Settlement Class Members”** means all Class Members who do not submit a valid Opt Out Form to Class Counsel within the Opt Out Period;
- (aa) **“Settling Parties”** means, collectively, the Released Persons, the Plaintiff and the Releasing Persons;
- (bb) **“Ticket”** means 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, and that was bought through either the [www.ticketmaster.ca](http://www.ticketmaster.ca) website or using one of the Defendants’ mobile applications.

### III. SCOPE AND EXTENT OF THE AGREEMENT

2. This Agreement is for settlement purposes only and is conditional upon the making of a final Approval Order by the Court. Neither the fact of, nor any provision contained in, this Agreement nor any action taken hereunder will constitute, or be construed as, an admission of the validity of any claim or any factual allegation that was or could have been made by the Plaintiff, the Class Members, or by the Defendants in the Class Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Defendants.

3. This Agreement will not be offered or be admissible in evidence by or against any of the Settling Parties or cited or referred to in any action or proceeding other

than for settlement purposes in the Class Action, except (1) in any action or proceeding brought by or against any of the Settling Parties to enforce or otherwise implement the terms of this Agreement, or (2) in any action involving any of the Settlement Class Members to support a defence of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defence or counterclaim.

#### **IV. NO ADMISSION OF LIABILITY**

4. Neither the Agreement, nor any fact performed or document executed pursuant to or in furtherance of the Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any released Claims, or of any wrongdoing or liability whatsoever of any of the Defendants; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault, omission, wrongdoing or liability of any of the Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal.

5. The Defendants have denied vigorously, and continue to deny, each and every allegation of liability and wrongdoing, and assert that they have substantial factual and legal defences to all the claims alleged and that such claims are without merit. Nevertheless, the Defendants have concluded that further conduct of this litigation would be protracted and expensive, and that it is desirable that it be fully and finally settled in the manner and upon the terms and conditions set out in the Agreement. Without admitting any wrongdoing or liability whatsoever, the Defendants accept the terms of the Agreement provided that all issues relating to the subject matter of the litigation are hereby completely resolved.

## **V. PRE-APPROVAL PROCESS**

### **A. PRE-APPROVAL MOTION AND PRE-APPROVAL ORDER**

6. Within fifteen (15) days of the execution of this Agreement, the Plaintiff will bring the Pre-Approval Motion, presentable at a date to be set by the Court as soon as convenient for the Parties and the Court, requesting that the Court:

- (a) changes, for the purposes of the Settlement, the definition of the class from the definition in the Authorization Judgment to the Class as defined in the present Agreement;
- (b) establishes how Class Members wishing to be excluded from the application of this Agreement may opt out from the Class Action;
- (c) approves the form and means by which Pre-Approval Notice will be disseminated, in accordance with this Agreement;
- (d) appoints the Settlement Administrator;
- (e) orders the Defendants to provide to the Settlement Administrator such personal information regarding the Settlement Class Members as is necessary to implement this Agreement; and
- (f) approve the procedure for commenting on or raising an objection to this Settlement pursuant to paragraph **23** of this Agreement.

7. At the hearing of the Pre-Approval Order, Class Counsel and Defence Counsel will make joint representations to the Court with a view to obtaining the Pre-Approval Order as described in paragraph **6** of this Agreement.

8. Class Counsel will provide Defence Counsel with copies of any comments or objections received in response to the Pre-Approval Notice.

**B. DELIVERY OF DOCUMENTS, RECORDS OR INFORMATION TO SETTLEMENT ADMINISTRATOR**

9. Within fourteen (14) days following the Pre-Approval Order, the Defendants will provide to the Settlement Administrator a list of all Class Members identified in their business records, and the most current contact information available for those persons, including the email addresses used for their most recent transaction.

10. If at any point in the settlement process the Settlement Administrator requires other documents, records or information from the Defendants, the Settlement Administrator may make a request to the Defendants, through Defence Counsel, seeking such information, with copy to Class Counsel. The Defendants will then have twenty-five (25) days in which to provide the additional material to the Settlement Administrator or to provide a written explanation to the Settlement Administrator and to Class Counsel as to why such material is not available, cannot be reasonably provided or will not assist the Settlement Administrator in the fulfillment of its duties pursuant to this Agreement. If documents, records or information requested by the Settlement Administrator pursuant to this paragraph are not provided to the Settlement Administrator within twenty-five (25) days, the Settlement Administrator and/or Class Counsel may seek directions from the Court in respect of that request on reasonable notice to the Defendants.

**C. PRE-APPROVAL NOTICE**

11. The Pre-Approval Notice will be disseminated within twenty-one (21) days from the date when the Pre-Approval Order is made, in substantially the same form as attached as **Schedule B** to this Agreement, or in some other form as directed by the Court, as follows:

- (a) the Settlement Administrator will deliver a bilingual email (French and English) containing a link to the Pre-Approval Notice to every Class Member, using the email address that each such person used for their most recent transaction;
- (b) Class Counsel will post the Settlement Agreement and the French and English versions of the Pre-Approval Notice, for a period of at least forty-five (45) days following Pre-Approval Order, on the Class Action Webpage;
- (c) Class Counsel will post the Settlement Agreement and the French and English versions of the Pre-Approval Notice on the class action registry of the Superior Court of Quebec and on the class action registry of the Canadian Bar Association.

12. The Pre-Approval Notice will provide the URL (by hyperlink for Pre-Approval Notice delivered by email) for the Class Action Webpage where Class Members can obtain contact information for Class Counsel, as well as obtain the Settlement Agreement, Pre-Approval Notice, Opt-Out Form and other information if they so choose.

13. The Defendants will pay for the costs of translating this Settlement Agreement and the Pre-Approval Notice from English into French, and pay the fees of the Settlement Administrator for disseminating the Pre-Approval Notice under subparagraph **11(a)** of this Agreement.

14. Within thirty (30) days from the date the Pre-Approval Order is made, the Settlement Administrator will provide written confirmation to the Parties that Pre-Approval Notice was disseminated in accordance with subparagraph **11(a)** of this Agreement.

#### **D.    OPTING OUT**

15.            Persons who would otherwise be Settlement Class Members but who do not wish to participate in the Settlement or be bound by the terms of this Agreement may opt out of the Class.

16.            In order to opt out of the Class, Class Members must submit a completed Opt Out Form to the Clerk of the Court within the Opt Out Period.

17.            Opt Out Forms will be available on the Class Action Webpage throughout the Opt Out Period.

18.            During the Opt Out Period, Class Counsel will be at liberty to contact any Class Member who has delivered a completed Opt Out Form for the purposes of verifying that those Class Members understand the benefits available to them pursuant to the Settlement and that they exercised an informed decision as to whether to participate in the proceedings or not. Any Class Members who are contacted by Class Counsel in the manner described in this paragraph, and who provide instructions to Class Counsel during the Opt Out Period to disregard an Opt Out Form previously submitted, shall remain a Settlement Class Member.

19.            At the end of the Opt Out Period, Class Counsel will inform the Settlement Administrator and Defence Counsel of all Opt Out Forms received, save and except for those which Class Counsel was instructed to disregard pursuant to paragraph **18** of this Agreement.

#### **VI.    APPROVAL PROCESS**

20.            The Plaintiff will present the Approval Motion within thirty (30) days of the expiry of the Opt-Out Period, or so soon thereafter as the Court permits requesting that the Court:

- (a) declares that this Agreement, including the Defendants' Changes, is fair, reasonable and in the best interests of the Class Members; and
- (b) approves this Agreement, including the Defendants' Changes, and order the Parties and the Class Members to comply with it.

21. At the hearing of the Approval Order, Class Counsel and Defence Counsel will make joint representations to the Court with a view to obtaining the Approval Order as described in paragraph **20** of this Agreement.

22. The Approval Motion will be served by Class Counsel on the Fonds in sufficient time before the hearing of the Approval Order.

23. Settlement Class Members wishing to comment upon the Settlement or raise an objection during the hearing of the Approval Order may do so by communicating to Class Counsel in writing, using the addresses indicated at paragraph **85** of this Agreement, at least five (5) days before the hearing, a document containing the following information:

- (a) the Court docket number: S.C.M. no. 500-06-001153-218;
- (b) their full name, current address, telephone number and email address;
- (c) the e-mail address associated with their Ticketmaster account;
- (d) the grounds for their objection or their comments.

Class Counsel will promptly provide to Defence Counsel a copy of any such document received.



## VII. COMPENSATION TO SETTLEMENT CLASS MEMBERS

### A. DISTRIBUTION OF THE CREDITS

24. Within sixty (60) days after the Effective Date of the Settlement, the Defendants will issue, to each Settlement Class Member with an active account (i.e. with a valid email address that did not return as unsent or undeliverable when the Pre-Approval Notice was sent pursuant to paragraph 11 of this Agreement) with Ticketmaster, a Credit in the amount of ten Canadian dollars (**CA\$10.00**) to be used as set out in paragraph 28 of this Agreement.

25. The Credit will be sent by e-mail by the Settlement Administrator as an electronic gift card in such a way that Settlement Class Members will be able to add the value of the voucher by entering its code and pin during the check-out process on Ticketmaster's websites.

26. In order to arrive at a settlement and for these purposes only, the Defendants make the following concession with respect to Settlement Class Members who entered a billing address in the Province of Quebec when they purchased a Resale Ticket to an event in the Province of Quebec during the Class Period: the Claims Administrator may presume, unless contrary information comes to their attention, that each such Settlement Class Member was physically present on the territory of the Province of Quebec when they made their purchase and is entitled to a Credit.

27. Each Settlement Class Member is entitled to one (1) Credit only. For greater certainty, each Settlement Class Member will receive one Credit only, no matter how many Tickets were purchased over the Class Period.

28. The Credit shall entitle a Settlement Class Member to purchase primary-sale Tickets, parking, VIP packages, and certain merchandise on [www.ticketmaster.com](http://www.ticketmaster.com),

[www.ticketmaster.ca](http://www.ticketmaster.ca) and [www.livenation.com](http://www.livenation.com), other than Tickets to Major League Baseball games. They can be used only for events in Canada and the United States, and may not be used for Resale Tickets. If the Credit is used for events in the United States, the amount available for use will be subject to the then-prevailing exchange rate between Canadian and United States dollars.

29. The Credit shall be subject to the following terms and conditions:
- (a) the Credit has no expiration date;
  - (b) the Credit needs to be manually added by the Settlement Class Members during the check-out process.
  - (c) the Credit may only be used toward a future Ticket purchase, and is not to be used to purchase gift cards, gift certificates, or any product redeemable for cash;
  - (d) the Credit cannot be aggregated with any other discount coupon or credit or redeemed for cash;
  - (e) the Credit may be used to purchase multiple Tickets but, in all instances, the full value of the Credit must be used up or exhausted in a single transaction;
  - (f) the Credit does not apply to taxes.

30. After the Effective Date of the Settlement, the Defendants will begin issuing the Credits to Settlement Class Members in accordance with paragraphs **24** and following of this Agreement.

31. Settlement Class Members will receive the Credit issued pursuant to paragraph **24** of this Agreement by email sent by the Settlement Administrator, the form

and content of which shall be determined by the Parties and approved by the Court and the Settlement Administrator.

32. The Settlement Administrator will send the Settlement Class Members the information under paragraph 31 of this Agreement to the email address that the Settlement Class Member used for their most recent transaction, and to any other email addresses that a member or putative member may provide.

33. Anyone who thinks that they are entitled to reparation pursuant to the Settlement but did not receive an email from the Settlement Administrator with the Credit (for example, because they have since changed their email address) may send an email to Class Counsel (JZUKRAN@LPCLEX.COM) within two (2) months after the Settlement is approved by the Court. In that email, they must provide their new email address and the email address that they used to purchase a Ticket from the Defendants which they believe entitles them to the reparation. This is the email address they used to purchase a Resale Ticket during the Class Period. Class Counsel will then contact Defence Counsel, who must reply within ten (10) days, to verify whether said Class Member is entitled to the reparation and will then contact the Class Member within ten (10) days to confirm whether a Credit will be sent to them.

**B. NO REMAINING BALANCE**

34. After this Agreement has been implemented and executed, there will be no balance remaining to any Settlement Class Member, Class Member or other third party, including the Fonds or Class Counsel.

35. The Parties agree, and the following constitutes for the Defendants a principal consideration of their consent to enter into this Agreement, that any unused, unredeemed or unclaimed Credits will not constitute, nor may give rise to, under any

circumstances, a remaining balance for any purpose, including any reparation or compensation to any Settlement Class Member, Class Member or other third party.

## **VIII. CLAIMS ADMINISTRATION AND PROCESSING**

36. Promptly after the Pre-Approval Order, the Settlement Administrator will carry out the settlement administration and processing obligations assigned to it under this Agreement.

37. Throughout the times when the Class Action Webpage must remain “live” pursuant to this Agreement, Class Counsel and the Defendants will agree upon its content. The Parties agree that the Class Action Webpage shall be in the same format and similar to the current “Settlements” section and webpages currently on Class Counsel’s website (which include an image and summary of the terms of the settlement). In addition to any other information required in this Agreement, it must contain information explaining how persons who believe they are Settlement Class Members can communicate with Class Counsel in order to obtain or provide additional information or documents.

38. The Defendants will pay entirely the costs of the administration of the Settlement by the Settlement Administrator and any other claim administration and notice fees.

## **IX. PRACTICE CHANGES**

39. Within thirty (30) days of the Effective Date, the Defendants will make certain changes to the [www.ticketmaster.ca](http://www.ticketmaster.ca) website (desktop and mobile) and mobile applications with respect to events in the Province of Quebec, and the Plaintiff accepts those changes in full satisfaction of his allegations and claims with respect to the

functionality of those websites in connection with the Claims advanced in the Class Action (the “**Practice Changes**”).

40. The Practice Changes will consist of displaying the Original Ticket Price on the Delivery Page as well as on the Payment Page, or alternatively combining the Delivery and Payment Pages such that the Original Ticket Price is disclosed to users at an earlier stage of the process, all as detailed and described in **Schedule C**.

41. The Parties agree that the Practice Changes are a fundamental and essential element of the Settlement that are compliant with the CPA, and that the Court should not approve the Settlement if the Practice Changes were not in compliance with the CPA.

42. The Parties acknowledge and agree that the Defendants are free to make changes, other than the Practice Changes, to their websites and mobile applications after the Effective Date of the Settlement; however, claims relating to such changes are not covered by the release provided in paragraph **54** of this Agreement.

## **X. CLASS COUNSEL FEES**

43. By Legal Expenses Application (which may be presented concurrently with the Approval Motion), Class Counsel shall seek approval of the Legal Expenses up to the amount agreed upon of one hundred six thousand hundred Canadian dollars (CA\$106,000) plus sales taxes thereon.

44. Within ten (10) days of the approval of the Legal Expenses or of the Effective Date of the Settlement, whichever is later, the Defendants will pay to Class Counsel the amount of the Legal Expenses approved by the Court. However, the Defendants shall not pay more than one hundred six thousand Canadian dollars (CA\$106,000) plus sales tax thereon on account of legal fees, costs or expenses of any

kind attributable to the Plaintiff, Class Counsel or the Settlement Class Members in the Class Action.

45. The Settlement is in no way conditional upon the approval of Class Counsel's Legal Expenses Application. Any order or proceeding relating to Class Counsel's Legal Expenses Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Agreement.

46. The Defendants will not contest the Legal Expenses Application.

47. Each of the Parties and their counsel represent and warrant that they have made no agreement with or promise for Plaintiff, any Class Representative, or any other Class Member to receive any payments or value in respect of this case or this Settlement, other than to participate as a Class Member in the claims and distribution provisions of this Agreement.

## **XI. OTHER FEES**

### **A. FONDS LEVY**

48. The Parties agree that the Agreement is subject to the Act respecting the *Fonds d'aide aux actions collectives*, CQLR, c. F-3.2.0.1.1, the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, CQLR, c. F-3.2.0.1.1, r. 2 and the *Code of Civil Procedure*, CQLR, c. C-25.01.

49. The Parties further agree that pursuant to Quebec law, including case law, the compensation offered to the Settlement Class Members through the issuance of Credits does not entitle the Fonds to withhold any percentage.

**B.    OTHER FEES**

50.            The Defendants are not obligated to pay any other amounts as part of the Settlement beyond those specified in this Agreement.

**XII.    TERMINATION OF THIS AGREEMENT**

51.            In the event that the Approval Motion is not granted in full or if it is reversed or modified on appeal, this Agreement shall be terminated automatically.

52.            In the event that the Court recognizes the existence of a remaining balance as contemplated in paragraphs **34** and **35** of this Agreement, the Defendants shall have, in their sole discretion, the right to terminate this Agreement by delivering a written notice pursuant to paragraph **85** of this Agreement, within thirty (30) days following such finding by the Court.

53.            If this Agreement is terminated:

(a)          it, and all orders made pursuant to it, shall have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation, with the exception of paragraphs **2, 3, 65 and 70** of this Agreement; and

(b)          the Parties, Class Counsel and Defence Counsel shall:

(i)          take all measures and make all representations necessary to ensure that each Party is returned to the same procedural position in the Class Action as if the Agreement had not been negotiated, made or filed with the Court, including but not limited to bringing such motions as may be required to vacate any Approval Order already made; and

- (ii) within ten (10) days of such termination, make reasonable efforts to destroy all documents or other materials provided by a Party or its counsel under this Agreement or containing or reflecting information derived from such documents or other materials received from a Party or its counsel and, to the extent that any documents or information provided by a Party or its counsel have been disclosed to any third party for the purposes of the Settlement, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel or Defence Counsel shall provide a written confirmation of such destruction upon request.

### **XIII. RELEASE OF CLAIMS**

54. Effective on the Effective Date of the Settlement, the Releasing Persons hereby fully and finally release, acquit, remise and forever discharge the Released Persons from any and all claims, demands, rights, actions, suits, debts, liabilities, dues, accounts, covenants, contracts, proceedings and/or causes of action of any kind whatsoever, whether direct or indirect, known or unknown, asserted or un-asserted, matured or un-matured, under or pursuant to any statute, regulation, common law or equity, that the Settlement Class Members ever had, now have or will have in the future against the Defendants in relation to the display or disclosure of the Original Ticket Price at the time of purchase or advertising Resale Tickets (whether through the [www.ticketmaster.ca](http://www.ticketmaster.ca) website or the Defendants' mobile application or otherwise) as alleged in the Class Action or in relation to any issue, matter or dispute that was raised or could have been raised in the Claims and/or the Class Action with respect to events in the Province of Quebec, including any issue, matter or dispute relating to or arising from the Practice Changes.



#### **XIV. FINAL PROVISIONS**

55. The Parties agree that they will not issue any press release, whether joint or individual, concerning this Agreement or anything related thereto. The Parties further agree that they will not otherwise seek to obtain media coverage in relation to the Settlement Agreement, other than the notices to members as provided herein and that Class Counsel and Defence Counsel will have the right to comment on the settlement, without disparaging the other Party, if solicited by the press.

56. No Class Counsel, or anyone employed by Class Counsel, may, directly or indirectly, participate in or be involved in, or in any way assist with respect to any action related to this Class Action or to the Claims or allegations made in the Class Action, with regard to the Defendants' activities in Quebec, including with respect to the Practice Changes. Moreover, no Class Counsel or anyone employed by Class Counsel may divulge any information obtained in the course of the Class Action to anyone for any purpose, other than documents filed publicly.

57. Class Counsel and Plaintiff undertake not to sue on behalf of persons who are not Settlement Class Members with respect to the Claims and the facts alleged in the Class Action, or with respect to any issue, matter or dispute arising from the Practice Changes.

58. Nothing in this Agreement shall limit the ability of Class Counsel to provide notice of this Settlement or otherwise communicate with Settlement Class Members concerning their entitlements under the Settlement, either by email or by telephone, and such communications shall not lose their privilege unless otherwise ordered by any Court and any such claims are hereby released.

59. Each counsel or other person executing this Settlement Agreement or any of its Appendices on behalf of any Party hereby warrants that such person has the full authority to do so.

60. This Agreement and its Schedules will constitute the entire agreement of the Settling Parties and will not be subject to any change, modification, amendment, or addition without the express written consent of counsel on behalf of all Parties to the Agreement. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral.

61. Class Counsel, on behalf of the Settlement Class Members, are expressly authorized by the Plaintiff to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effect its terms, and are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class Members which Class Counsel deems appropriate.

62. The Parties acknowledge that it is their intent to consummate the Agreement, and they agree to co-operate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement, including but not limited to providing the Settlement Administrator with all necessary information or information that will substantially facilitate the discharge of its responsibilities.

63. The Parties intend the Agreement to be a final and complete resolution of all disputes between them with respect to the claims and the litigation pertaining to the Class Action, including with respect to the Practice Changes. The Agreement shall not be deemed an admission by any Party as to the merits of any claim or defence.

64. The Parties agree that the consideration provided to the Class Members and the other terms of the Agreement were negotiated at arm's length and in good faith,

and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

65. All agreements made and orders entered during the course of the litigation relating to the confidentiality of information shall survive this Agreement.

66. All of the Schedules and definitions to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

67. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

68. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of the Agreement or the intent of any provision thereof.

69. Except as otherwise provided herein, the Parties shall bear their own respective costs.

70. This Agreement will be binding upon and inure to the benefit of the Parties and, to the extent applicable, their respective past, present and future parents, subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers and estate trustees, and each of their respective predecessors, successors, heirs and assigns.

71. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement and the Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Agreement.

72. Nothing contained in this Agreement shall be construed as giving any consumer or user of the Defendants' websites or mobile apps, other than the Settling Parties, any legal or equitable right, remedy or claim under or with respect to the Agreement.

73. None of the Parties shall make or maintain any claim, action or proceeding (including by way of counterclaim, third (3<sup>rd</sup>) party claim or claim in warranty), in any jurisdiction, against any person, corporation, other entity, government or government agency in which any claim with respect to or in relation to the display or disclosure of the Original Ticket Price at the time of purchase or advertising Resale Tickets (whether through the [www.ticketmaster.ca](http://www.ticketmaster.ca) website or the Defendants' mobile application or otherwise) as alleged in the Class Action or any issue, matter or dispute that was raised or could have been raised in the Claims and/or the Class Action with respect to events in the Province of Quebec, including any issue, matter or dispute relating to or arising from the Practice Changes, could arise against any other Party hereto (including, without limitation and where applicable, the past, present and future parents, subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers and estate trustees of any Settling Party, and each of their respective predecessors, successors, heirs and assigns) for contribution or indemnity or any other relief over.

74. In the event that any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

75. Any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of this Agreement must be made by motion to the Court on reasonable notice.

76. The Parties hereby agree to stay the proceedings in the Class Action against the Defendants while the settlement approval process is ongoing.

77. The stay of proceedings pursuant to paragraph **76** of this Agreement will not prevent the filing of any motions, affidavits, and other matters necessary to the approval of this Agreement.

78. The computation of time with respect to all time periods and deadlines provided for under this Agreement shall be done in accordance with article 83 of the *Code of Civil Procedure*, CQLR, c. C-25.01.

79. The Parties each acknowledge that they have had an adequate opportunity to read and consider this Agreement, and to obtain such advice in regard to this Agreement as they each considered advisable.

80. This Agreement may be executed in counterparts by the Parties hereto, and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. The Parties agree that this may include counterparts exchanged via facsimile or email.

81. This Agreement and the Schedules hereto shall be construed and enforced in accordance with, and governed by, the laws of Quebec.

82. The Parties have negotiated and fully reviewed the terms of this Agreement, and the rule that uncertainty or ambiguity is to be construed against the drafter will not apply to the construction of this Agreement by a court of law or any other adjudicating

body. The language in all parts of the Agreement and its Schedules shall be interpreted according to its fair meaning.

83. The Agreement constitutes a transaction pursuant to articles 2631 and following of the *Civil Code of Québec*, CQLR, c. CCQ-1991, and the Parties are hereby renouncing to any errors of fact, law and/or calculation.

84. The Parties acknowledge that they have requested that the Agreement be drawn in English. *Les parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.*

85. Whenever, under the terms of this Agreement, a person is required to provide notice or otherwise communicate with the Settlement Administrator, Class Counsel, or Defence Counsel, such notice or communication will be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to Class Counsel:

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

As to the Settlement Administrator:


Velvet Payments Inc.  
5900 Andover Avenue, Suite 1  
Montreal (Québec) H4T 1H5  
Telephone: 1-888-770-6892  
Fax: 514-287-1617  
Email: [info@velvetpayments.com](mailto:info@velvetpayments.com)

As to Defence Counsel:

Christopher Richter / Karl Boulanger  
Torys Law Firm LLP  
1, Place Ville-Marie, Suite 2880  
Montreal (Québec) H3B 4R4  
Telephone : 514-868-5600  
Email: [crichter@torys.com](mailto:crichter@torys.com) / [kboulanger@torys.com](mailto:kboulanger@torys.com)

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

In Montreal On: September 30, 2022

  
\_\_\_\_\_  
LPC Avocat Inc., Class Counsel  
Per: Joey Zukran

  
\_\_\_\_\_  
Steve Abihira, Plaintiff

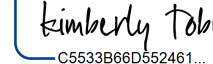
In Los Angeles, CA On: 10/3/2022

TICKETMASTER CANADA LP  
Per:

DocuSigned by:  
  
C5533B66D552461...  
\_\_\_\_\_  
Authorized Signatory

In Los Angeles, CA On: 10/3/2022

TICKETMASTER CANADA HOLDINGS  
ULC  
Per:

DocuSigned by:  
  
C5533B66D552461...  
\_\_\_\_\_  
Authorized Signatory

In Los Angeles, CA On: 10/3/2022

TICKETMASTER CANADA ULC  
Per:

DocuSigned by:  
*kimberly Tobias*  
C5533B66D552461...

Authorized Signatory

In Los Angeles, CA On: 10/3/2022

TICKETMASTER LLC  
Per:

DocuSigned by:  
*kimberly Tobias*  
C5533B66D552461...

Authorized Signatory