

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No.: 500-06-001066-204

(CLASS ACTION)
SUPERIOR COURT

(...)

T [REDACTED] P [REDACTED].

Plaintiff

v.

**TICKETMASTER CANADA HOLDINGS
ULC;**

-and-

TICKETMASTER CANADA ULC;

-and-

TICKETMASTER CANADA LP;

-and-

TICKETMASTER LLC;

-and-

LIVE NATION CANADA INC.;

-and-

**LIVE NATION ENTERTAINMENT
INC.;**

-and-

LIVE NATION WORLDWIDE INC.;

-and-

AXS GROUP CANADA INC.;

-and-

AXS GROUP LLC;

-and-

STUBHUB CANADA LTD.;

-and-

STUBHUB INC.;

-and-

VIVID SEATS LLC;

-and-

SEATGEEK INC.;

-and-

TICKETNETWORK INC.;

-and-

**INTERNET REFERRAL SERVICES
LLC;**

-and-

GAMETIME UNITED INC.;

Defendants

**AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS
ACTION**
(Articles 574 C.C.P. and following)

**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF
QUÉBEC, SITTING IN AND FOR THE DISTRICT OF MONTRÉAL, THE (...) PLAINTIFF STATES THE FOLLOWING:**

INTRODUCTION

1. Plaintiff wishes to institute a class action on behalf of the following Group, of which Plaintiff is a member:

All persons in Canada, who purchased before March 11, 2020 one or more tickets from one of the Defendants for an event scheduled to take place after March 11, 2020, which event was subsequently either postponed, rescheduled or cancelled, without a full refund being timely provided by Defendants, or any other Group(s) or Sub-Group(s) to be determined by the Court;

(hereinafter referred to as the “**Class Member(s)**”, the “**Group Member(s)**”, the “**Customer(s)**” or the “**Consumer(s)**”);

2. Defendants (...) all sell, market and distribute concert, sporting event, and other show or event tickets throughout Canada, including Quebec, Plaintiff communicating herewith the *Registraire des entreprises* CIDREQ reports and/or relevant corporation registry reports regarding the various Defendants, *en liasse*, as **Exhibit R-1, Exhibit R-1A, Exhibit R-1B, Exhibit R-1C, Exhibit R-1D, Exhibit R-1E, Exhibit R-1F, Exhibit R-1G, Exhibit R-1H, Exhibit R-1I**;

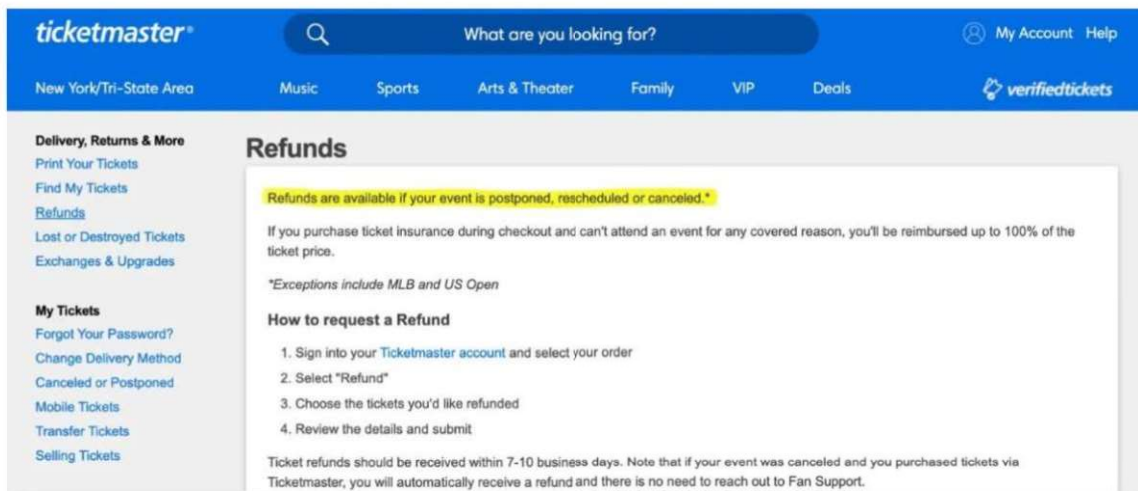
THE SITUATION

TICKETMASTER

- 2.1. Defendants Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC and Ticketmaster Canada LP, Ticketmaster LLC are all related entities doing business under different names including Ticketmaster, Réseau Admission, admission.com, and Les Services Ticketmaster Canada (hereinafter collectively “TM” or “Ticketmaster”).
3. Through their various “Ticketmaster”, “admission”, and “réseauadmission” websites and online applications, Ticketmaster (...) market and sell various event

tickets on the primary market (initial purchase of the tickets) and on the secondary market (resale of the tickets - sometimes known as “Fan-to-Fan”) within Canada and Quebec, including sporting events, concerts, festivals, theater, musicals, art events, family events, etc.

4. Before March 12, 2020, Ticketmaster (...) would immediately refund any amounts paid by their Customers for concert tickets, shows, etc. (including other purchased services such as parking), if the event in question was either cancelled, postponed or rescheduled, as appears from the screenshot below from the Ticketmaster website at that time. Class Members would therefore purchase said tickets and products under this understanding (...).



ticketmaster What are you looking for? My Account Help

New York/Tri-State Area Music Sports Arts & Theater Family VIP Deals verifiedtickets

Delivery, Returns & More
 Print Your Tickets
 Find My Tickets
 Refunds
 Lost or Destroyed Tickets
 Exchanges & Upgrades

My Tickets
 Forgot Your Password?
 Change Delivery Method
 Canceled or Postponed
 Mobile Tickets
 Transfer Tickets
 Selling Tickets

Refunds

Refunds are available if your event is postponed, rescheduled or canceled.*

If you purchase ticket insurance during checkout and can't attend an event for any covered reason, you'll be reimbursed up to 100% of the ticket price.

*Exceptions include MLB and US Open

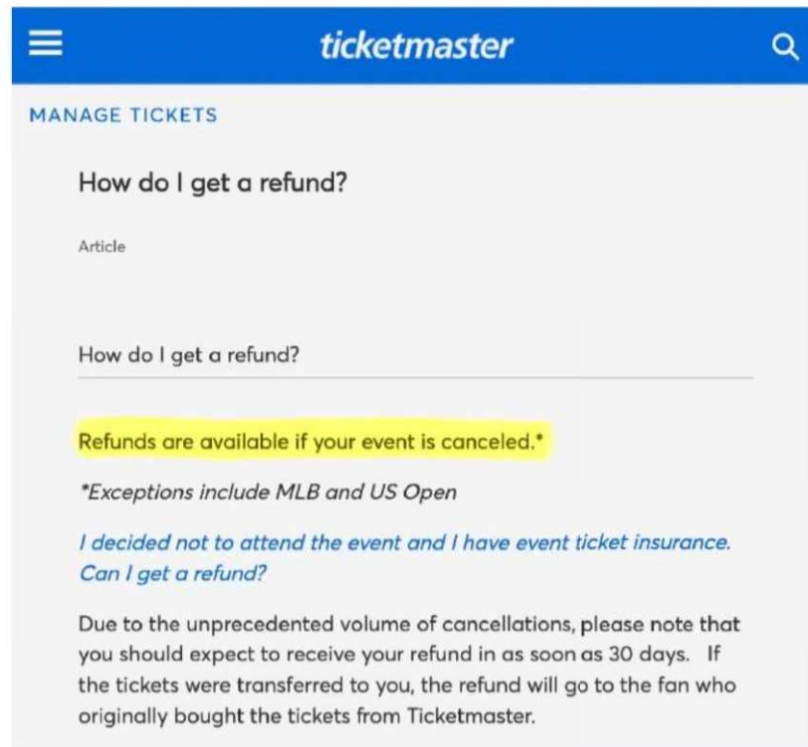
How to request a Refund

1. Sign into your Ticketmaster account and select your order
2. Select "Refund"
3. Choose the tickets you'd like refunded
4. Review the details and submit

Ticket refunds should be received within 7-10 business days. Note that if your event was canceled and you purchased tickets via Ticketmaster, you will automatically receive a refund and there is no need to reach out to Fan Support.

5. However, on or about March 12, 2020, Ticketmaster abruptly, and without warning or consent, unilaterally changed its refund policy to (...) specify that cancelled events would be refunded only after 30 days (if not longer) and that if an event is deemed by them to be either postponed or rescheduled, it would be up to the organizer (or promoters) of the event to offer a refund or a credit of the ticket purchased, the whole as more fully appears from extracts from the Ticketmaster Defendants' website, communicated herewith as **Exhibit R-2**, as though recited at length herein. Ticketmaster also modified the client-facing portions of its websites

accordingly, as appears from the following screenshot (and as compared to the screenshot above):



6. Accordingly, as of March 12, 2020, the Ticketmaster Defendants refuse to refund their Customers, the Class Members, for the amounts paid for event tickets, parking, etc. regarding postponed or rescheduled events, and this retroactively affecting purchases made by the Class Members before March 12, 2020.
7. The Class Members who purchased tickets and/or other services on the Ticketmaster (...) websites never contracted with the event organizers or promoters directly. The Class Members only contracted with and communicated with Defendants' Ticketmaster website in this regard and therefore it is the Ticketmaster Defendants who have the obligation to refund the Class Members in the case of cancelled, postponed or rescheduled events.
8. Notwithstanding a huge media and social media backlash regarding the

Ticketmaster Defendants' new refund policy, said Defendants are still proceeding with their abusive refund policy, copies of various news articles regarding this situation are communicated herewith, *en liasse*, as **Exhibit R-3**.

9. The Ticketmaster Defendants' chosen moment to modify the policy and to no longer refund the postponed and rescheduled event tickets could not be more damaging for the Class Members.
10. Indeed, on March 11, 2020, the World Health Organization (hereinafter the "**WHO**") declared COVID-19 (coronavirus) a pandemic, as appears from the "WHO Director-General's opening remarks at the media briefing on COVID-19 - 11 March 2020" on the organization's website, communicated hereto as **Exhibit R-4**, as though recited at length.
11. During the following days, the federal government and the governments of the various provinces announced a state of emergency due to the international pandemic crisis of COVID-19 affecting people all over Canada and other countries. Accordingly (and still being the case as of the initial filing of these proceedings), Canadians across the country are not permitted to participate in public gatherings, events, etc. and no dates or timelines have been announced as to when such large events, concerts, or shows would be possible, since no treatment or vaccine has been developed in order to treat / prevent the coronavirus.
12. During this pandemic and crisis, with many Class Members either sick or out of work and with no income for the foreseeable future, said Class Members require their refund immediately for rent and groceries, etc.
13. Furthermore, certain Class Members purchased other products or services when purchasing the event tickets, such as parking at the event venue. The Ticketmaster Defendants are also refusing to refund said amounts paid in the case of postponed or rescheduled events.

14. The Ticketmaster Defendants have abusively labeled hundreds of events on its website as either postponed or rescheduled, without providing any indication as to when the events are apparently to take place, the whole representing a blatantly bad faith attempt to withhold and retain the Class Members' money indefinitely.
 15. Indeed, the Ticketmaster Defendants cannot confirm if such events will ever occur but have nonetheless labeled said events as postponed or rescheduled, which is misleading and represents bad faith on the part of the said Defendants.
 16. Defendants' website also still lists other events in the coming months as still proceedings as scheduled (the original dates still being listed), whereas it is clear that such events will also need to be cancelled or postponed due to the pandemic and social distancing obligations already in place now and those to be imposed in the coming months as the provinces slowly begin to reopen businesses and traffic.
 17. Since the pandemic was announced, the Ticketmaster Defendants have absolutely no reasonable grounds to believe that any such events will take place in the foreseeable future. Said Defendants should deem and should have labeled all such events as cancelled and immediately refunded all amounts paid by the Class Members, as per the refund policy in place when the Class Members had made their purchases. Instead, said Defendants decided to illegally withhold and hold hostage the Class Members' money, for their (...) own financial gain and to the detriment of the Class Members' wellbeing.
- 17.1. Various class action proceedings have also been brought against the Ticketmaster entities before the United States District Court for the Northern District of Illinois bearing the name *Tezak vs. Live Nation Entertainment et al.* (1:20-cv-2482), the United States District Court for the Northern District of California bearing the name *Hansen v. Ticketmaster Entertainment Inc. et al.* (3:20-cv-02685) and before the Ontario Superior Court of Justice bearing the name *MacIntyre and Ticketmaster Canada Holdings ULC et al.* (CV-20-00640518-00CP), a copy of said proceedings are communicated herewith as **Exhibit R-7, en liasse**, as though recited at length.

LIVE NATION

17.2. Defendants Live Nation Canada Inc., Live Nation Entertainment Inc. and Live Nation Worldwide Inc., (hereinafter collectively “Live Nation”), through their websites and online applications, market and sell various event tickets on the primary market and on the secondary market, the whole as more fully appears from extracts of Live Nation website, communicated herewith as **Exhibit R-8**.

17.3. The Live Nation entities and the Ticketmaster entities are related entities.

17.4. Indeed, the US head office for both the US Live Nation and US Ticketmaster entities is at the same location and the “Terms of Use” of the two entities ultimately lead the Consumers to the same “Purchase Policy”, the whole as more fully appears from Exhibits R-2 and R-8.

17.5. Live Nation is engaging in the same above-mentioned practices as Ticketmaster and their “Terms of Use”, “Purchase Policy” and “Terms Regarding Certain Cancelled, Rescheduled and Postponed Events (COVID-19)” are identical, causing similar harm and damages to the Class Members.

AXS

17.6. Defendants AXS Group Canada Inc. and AXS Group LLC (hereinafter collectively “AXS”), through their websites and online applications, market and sell various event tickets on the primary market and on the secondary market, the whole as more fully appears from extracts of its website, communicated herewith as **Exhibit R-9**.

17.7. AXS’s “Purchase Agreement – North America” states at its section 10 that if an event is cancelled, the company will automatically issue a refund, a copy of said

Purchase Agreement, along with AXS's "Terms of Use – North America", is communicated herewith as **Exhibit R-10, en liasse.**

17.8. However, many angry customers reported on the trustpilot.com website that AXS is not respecting its own Purchase Agreement and does not refund customers at all even after calling the AXS customer service, the whole as more fully appears from extracts of the trustpilot.com website, communicated herewith as **Exhibit R-11.**

17.9. For Rescheduled events, AXS's Purchase Agreement refer customers to the venue. In addition, the R-9 website extracts state that customers have to log into their AXS account to see if their event is "qualified" for refund and that "typically there is a deadline for submitting requests online".

17.10. For Postponed events, AXS offers nothing to their customers. The Purchase Agreement states that "Any resale tickets purchased on the Resale Marketplace cannot be refunded in the event of a postponement, regardless of the associated venue policy". The R-9 website only indicates to wait for updates.

17.11. Like the remaining Defendants, AXS's conduct is illegal and causes harm and damages to the Class Members.

STUBHUB

17.12. Defendants StubHub Canada Ltd. and its US parent StubHub Inc. (hereinafter collectively referred to as "**StubHub**"), through their websites and online applications, market and sell various event tickets on the secondary market, including sporting events, concerts, festivals, theater, musicals, art events, family events, etc. StubHub claims to be "the world's largest ticket marketplace with tickets available for over 10 million live sports, music and theatre events in more than 40 countries", the whole as more fully appears from extracts of its website, communicated herewith as **Exhibit R-12.**

17.13. Following the announcement of the COVID-19 pandemic, namely in its March 15, 2020 “Coronavirus Update” document, StubHub was confirming that Class Members could choose to receive full refunds for cancelled events.

17.14. However, ten days later, on March 25, 2020, StubHub unilaterally and abusively modified its “Global User Agreement”, to only offer credits worth 120% of the amount paid for the cancelled event tickets (credits that have a December 31, 2021 expiry date), and therefore refused to offer refunds.

17.15. StubHub proceeded to modify its “Coronavirus Update” document on May 13, 2020 and subsequently again on June 24, 2020, clearly misleading its customers into believing that they cannot legally receive a refund for cancelled events and that they must accept credits.

17.16. Plaintiff communicates herewith the various versions of the StubHub “Coronavirus Update” and the April 10, 2020 letter from the StubHub president, as **Exhibit R-13**, *en liasse*.

17.17. Plaintiff communicates herewith the StubHub “Global User Agreement”, dated March 25, 2020, in English and French, as **Exhibit R-14**, *en liasse*.

17.18. StubHub is not offering refunds when an event is postponed, rescheduled, suspended or pending cancellation.

17.19. As appears from Exhibit R-13, StubHub simply asks its customers to resell the postponed, rescheduled, suspended or pending for cancellation event tickets on the StubHub platform to another person, which to StubHub’s knowledge is clearly unlikely if not impossible, considering the present ongoing pandemic, since no one can possibly know when large live events will be permitted and no new event dates have been set down.

17.20. According to an article published online by Marketplace, StubHub’s President,

Sukhinder Singh Cassidy clearly confirms that StubHub is holding the Class Members' money by stating the following:

“In normal times, we would take the risk of giving refunds to buyers before recouping the same refund from the seller. At regular volume, we can afford to take that risk.”

a copy of the said news article, together with further news articles reporting on the same issue are communicated herewith, as **Exhibit R-15**, en liasse.

17.21. Various class action proceedings have also been brought against StubHub before the United States District Court for the Northern District of California bearing the name *Kopfmann v. StubHub Inc.* (3:20-cv-3025), before the United States District Court for the Western District of Wisconsin bearing the name *McMillan v. StubHub et al.* (3:20-cv-00319), and before the Ontario Superior Court of Justice bearing the name *Randall and StubHub Canada et al.* (CV-20-00641194-00CP), a copy of said proceedings are communicated herewith as **Exhibit R-16**, en liasse.

17.22. Like the remaining Defendants, StubHub's conduct is illegal and causes harm and damages to the Class Members.

VIVID SEATS

17.23. Defendant Vivid Seats LLC (hereinafter “**Vivid Seats**”), through its websites and online applications, sells and markets various event tickets on the secondary market including sporting events, concerts, festivals, theater, musicals, art events, family events, etc., extracts of the Vivid Seats website are communicated herewith as **Exhibit R-17**, en liasse.

17.24. Vivid Seats is also engaging in misleading and oppressive conduct towards its customers by way of its unilateral and abusive modifications and contradictory representations contained within its “Terms of Use”, within the various versions of

its “100% Buyer Guarantee”, and within its “Information regarding the coronavirus impact” webpage, copies of which are communicated in **Exhibit R-18, en liasse.**

17.25. While Vivid Seats purports to offer the Consumers the option to receive a full refund in its Terms of Use (which is effective as of May 6, 2020), the “Information regarding the coronavirus impact” webpage states otherwise. More particularly, the coronavirus information page says that if a customer wants a full refund instead of a credit, he or she only has 7 days to ask for said refund after receiving an email notice of the cancellation of the event, after which the customer will automatically receive a credit. Such a condition and delay are clearly abusive and illegal, especially during the present pandemic.

17.26. For postponed or rescheduled event, Vivid Seats’ “Terms of Use” clearly state: “Postponed or rescheduled events will not be refunded or otherwise compensated” and its “Information regarding the coronavirus impact” only indicates that for postponed events, customer should keep their tickets because they are still valid and to wait for their organizer’s instructions.

17.27. In March 2020, as appears from the R-18 and as alleged in the class action proceedings filed before the United States District Court for the Northern District of Illinois entitled *Nellis et al. v. Vivid Seats Ltd. et al.* (1:20-cv-02486), a copy of which is communicated hereto as though recited at length as **Exhibit R-19**, Vivid Seats has unilaterally and abusively modified its “100% Buyer Guarantee”, which previously provided that: “You will be fully refunded for a canceled event” and that: “If an event is canceled with no rescheduled date, you are naturally entitled to a full refund of the purchase price, including delivery charges”. The Vivid Seats “100% Buyer Guarantee” now provides that: “You will be compensated for a canceled event” and that: “If an event is canceled with no rescheduled date, you will receive a full compensation of the purchase price (including delivery charges,

less possible restocking fees), or credit for use on a future purchase, as determined at our sole discretion.”

17.28. Such unilateral modifications to its terms and conditions are abusive and illegal and like the remaining Defendants, Vivid Seats’ conduct is illegal and causes harm and damages to the Class Members.

SEATGEEK

17.29. Defendant SeatGeek Inc. (hereinafter “**SeatGeek**”), through its websites and online applications, sells and markets various event tickets on the secondary market including sporting events, concerts, festivals, theater, musicals, art events, family events, etc., extracts of the SeatGeek website are communicated herewith as **Exhibit-R-20**.

17.30. Before the COVID-19 pandemic, SeatGeek’s so-called “Buyer Guarantee” stated that: “If the event is cancelled and not rescheduled, you will be refunded the full purchase price”.

17.31. As of March 12, 2020, SeatGeek modified its “Buyer Guarantee” in order to illegally and unilaterally grant itself the sole discretion to either refund the customers or offer them a credit when events are cancelled.

17.32. SeatGeek also modified its Terms of Use “Agreement between User and SeatGeek” on March 16, 2020, in order to also indicated that the refund or credit in the case of a cancelled event is at the sole discretion of the company.

17.33. Plaintiff communicates herewith copies of the SeatGeek “Buyer Guarantee” dated September 4, 2019, the SeatGeek “Buyer Guarantee” dated May 22, 2020, and extracts from SeatGeek’s website including its “Agreement between User and

SeatGeek” and its “Updates about COVID-19 Coronavirus”, as **Exhibit R-21**, en liasse.

17.34. The SeatGeek customers have complained that SeatGeek is systematically refusing requests for refunds, the whole as more fully appears from the class action proceedings filed before the United States District Court for the Southern District of New York entitled *Trader v. SeatGeek, Inc.* (1:20-cv-03248), a copy of which is communicated herewith as **Exhibit R-22**, as though recited at length.

17.35. For postponed events, SeatGeek is simply telling its customers in its “Updates about COVID-19 Coronavirus” (R-20), that their event tickets are still valid, the whole depending on the venue’s policy, and that they have no action to take on their end.

17.36. The above unilateral modifications to its terms and conditions are abusive and illegal and like the remaining Defendants, SeatGeek’s conduct is illegal and causes harm and damages to the Class Members.

TICKETNETWORK INC.

17.37. Defendant TicketNetwork Inc. (hereinafter “**TicketNetwork**”), through its websites and online applications, sells and markets various event tickets on the secondary market, extracts of the TicketNetwork website are communicated herewith as **Exhibit R-23**, en liasse.

17.38. Defendant TicketNetwork’s “Terms & Policies” provide for a refund in case of a cancelled event or the option to request a credit voucher but no option is offered in case an event is rescheduled or postponed. TicketNetwork only proposes that the customers resell their tickets on tickettocash.com without any other indication. Copies of TicketNetwork’s “Update: COVID-19” and of its “Terms & Policies” are communicated herewith as **Exhibit R-24**, en liasse.

17.39. Like the remaining Defendants, TicketNetwork's conduct is illegal and causes harm and damages to the Class Members.

INTERNET REFERRAL SERVICES

17.40. Internet Referral Services LLC (hereinafter "IRF") operates two (2) ticket resale websites / online applications, namely seats.com and ticket-center.com. IRF sells and markets various event tickets on the secondary market by way of its said two (2) websites (platforms), the whole as appears from extracts from its two (2) quasi-identical websites and "Terms & Privacy Policy" policies, communicated herewith as **Exhibit R-25**, en liasse.

17.41. Pursuant to section 12 of R-25, IRF will only give a credit voucher if the customer sends back his or her event tickets within 14 days of the cancellation notice given by the platform they contracted with. Such a condition and delay are clearly abusive and illegal, especially during the present pandemic.

17.42. Pursuant to section 12 of R-25, IRF is clearly not offering any compensation for postponed and rescheduled events, IRF stating that: "Postponed or rescheduled events will not be refunded".

17.43. Like the remaining Defendants, IRS's conduct is illegal and causes harm and damages to the Class Members.

GAMETIME

17.44. Defendant Gametime United Inc. (hereinafter "**Gimetime**"), through its website and online application, sells and markets various event tickets on the secondary market, extracts of the Gametime website are communicated herewith as **Exhibit R-26**.

17.45. Gametime's "Terms of Service Agreement" (last modified on March 19, 2020), indicates that customers will be refund in case an event is cancelled. However, Gametime's "COVID-19 Update" provide that if an event is cancelled, customers will automatically receive a credit applicable to their next purchase and if a customer prefers a refund, he or she should ask for it by email, a copy of Gametime's "Terms of Service Agreement" and a copy of the COVID-19 Update are communicated herewith as **Exhibit R-27, en liasse.**

17.46. For reschedules or postponed events, section 8 of R-27 indicates that: "Gametime does not provide refunds for postponed or rescheduled events, partial performances, or venue, date, or time changes".

17.47. Gametime's "COVID-19 Update" and Gametime's "Terms of Service Agreement" mislead consumers and like the remaining Defendants, Gametime's conduct is illegal and causes harm and damages to the Class Members.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

17.48. (...) On January 29, 2020, Plaintiff purchased two (2) tickets from Ticketmaster for the May 23, 2020 LP concert to take place at Place Bell in Laval (Quebec). Plaintiff paid the total amount of \$287.50 for said tickets, plus parking at the venue, the whole as more fully appears from his confirmation email from Ticketmaster, copy of which is communicated herewith as **Exhibit R-28.**

17.49. On March 14, 2020, namely immediately following the coronavirus pandemic being declared, Plaintiff wrote an email to Ticketmaster to claim a refund, the whole as appears from the Plaintiff's exchange of emails with Ticketmaster Canada, a copy of which is communicated herewith as **Exhibit R-29.**

17.50. The next day, Plaintiff received an answer from Ticketmaster saying that he would receive an email within a few days regarding his event (Exhibit R-29).

17.51. On April 10, 2020, after waiting for almost a month for the promised reply email from Ticketmaster regarding his event, Plaintiff wrote back again to ask if there were any changes to his event (Exhibit R-29).

17.52. On April 16, 2020, Ticketmaster replied that the “event is neither cancelled nor postponed”, that “refunds for cancelled events are processed automatically within 30 days” and that customers do not have to reach out to Ticketmaster in order to obtain a refund (Exhibit R-29).

18. On April (...) 20, 2020, Plaintiff received by email from TM the following message announcing that the event was “postponed” without justification and without confirming a new event date: (...)

Hi live event fan,

Your event is still happening, but at a future date yet to be announced.

LP

Place Bell

NEW DATE: To Be Announced

Hang on to your tickets — we'll email you as soon as the new date is announced.

We are working with the event organizer to identify a new date and we will contact you as soon as we have confirmation. If your event organizer is offering refunds, this option (a refund link) will be visible under the order in your [Ticketmaster account](#). If the refund link is not appearing, the event organizer is not offering refunds at this time. Please note that given the unprecedented circumstances, event organizers are constantly assessing the situation and making determinations regarding refunds. If your event is not currently enabled for refunds, check back later, as this status may change.

Thanks for being a fan!
Ticketmaster Fan Support

Ticketmaster Canada, Attention: 7001, boulevard St-Laurent, Montréal, QC H2S 3E3

Ticketmaster Canada | Aide |
Conditions d'utilisation | Confidentialité

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a copy of the said April (...) 20, 2020 email from Defendant to Plaintiff is communicated herewith as (...) **Exhibit R-30**.

18.1. On April 10, 2020, the Quebec Government instructed that all major events be cancelled until August 31, 2020, the whole as more fully appears from the Service Quebec information website extracts, communicated herewith as **Exhibit R-31**, as though recited at length.

18.2. Until April 20, 2020, Plaintiff's LP concert was still listed by Ticketmaster's website as being scheduled to take place on May 23, 2020, the whole despite the Quebec government's instructions mentioned above (R-31). Plaintiff received the first postponement email from Ticketmaster only on April 20, 2020, as mentioned above (Exhibit R-30).

18.3. On May 24, 2020, Plaintiff finally received an email confirming that Ticketmaster had received his refund request, although mentioning that Ticketmaster was still "reviewing" the request to see if it was "eligible" for refund. Accordingly, Ticketmaster was not agreeing to refund the Plaintiff, the whole as more fully appears from the May 24, 2020 email from Ticketmaster to Plaintiff, communicated herewith as **Exhibit R-32**.

18.4. Weeks later, and instead of processing the refund which Plaintiff had been requesting since March 14, 2020 (R-29), Ticketmaster abusively sent two (2) misleading emails to Plaintiff on June 15, 2020, indicating that his LP concert event had been rescheduled to September 24, 2021 (namely over a year later) and that Plaintiff's "tickets are still valid for the new date", the whole as more fully appears from the June 15, 2020 emails from Ticketmaster to Plaintiff, communicated herewith as **Exhibit R-33, en liasse**.

18.5. As appears from said R-33 emails, Plaintiff was abusively told that he must

request a refund again, although he had already clearly made refund requests previously as mentioned above. The same email also mentioned that the refund will be processed in “as soon as 30 days”.

18.6. Plaintiff tried to ask for the refund again, directly by way of said R-33 email, but said request was blocked by the Ticketmaster system, apparently because his request for a refund was still in progress and notwithstanding the fact that more than the 30 days delay had already expired.

18.7. Plaintiff then conducted research online and located the undersigned attorneys’ website and the present class action proceedings which had already been initiated. Plaintiff then gave instructions to the undersigned attorney on June 29, 2020 to amend said legal proceedings in order to act as proposed Representative Plaintiff herein, considering the fact that he had still not received his refund for over 3 months after making his first request for a refund.

18.8. Since the beginning of the COVID-19 pandemic in mid-March 2020, Plaintiff spent a considerable amount of time and was inconvenienced emailing and calling Ticketmaster many times, asking for a simple refund for a cancelled event, a copy of Plaintiff’s Ticketmaster telephone call log, from June 16, 2020 and June 24, 2020, is communicated herewith as **Exhibit R-34**.

19. (...)

20. Plaintiff would not have purchased the tickets if he had known that Ticketmaster (...) would illegally hold his money if and when the event was postponed or rescheduled.

21. (...)

22. When Plaintiff purchased his tickets, the Ticketmaster Defendants’ stated refund

policy was that a refund would be given to purchasers of any cancelled, postponed or rescheduled event.

23. This behavior by TM represents false representations, willful and intentional omissions of important facts and represents clearly abusive and bad faith conduct given the fact that Class Members are living a stressful situation during this pandemic and require the refunds for other more important purposes such as rent, food, etc.
24. (...)
25. Plaintiff never agreed to await a decision from event organizers or promoters before receiving a refund in the case of event cancellation, postponement, or rescheduling.
26. Plaintiff never agreed to accept anything less than a full and timely refund in the case of event cancellation, postponement, or rescheduling and (...) Ticketmaster cannot impose anything else such as a credit for future event dates or unjustified delays for refund.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

27. Class Members including Plaintiff have purchased one or more event tickets and/or products such as parking from the Defendants before March 11, 2020 for events that have been cancelled, postponed or rescheduled after March 11, 2020.
 - 27.1. The Defendants all sold various event tickets on the primary and/or secondary markets, through their respective websites or online applications, to Class Members located in Quebec and/or across Canada. These ticket sales were related to events not necessarily scheduled to be held in the Class Members'

home province (or in Canada for that matter), for example if a Quebec Class Member purchased a ticket for a concert or sporting event to be held in Las Vegas, Nevada (USA).

28. Class Members have the right to be fully reimbursed for any products or services not provided on the dates scheduled at the time of purchase. Many Class Members also actively requested refunds and were still either denied, ignored, misled, or delayed.
29. Class Members have experienced or will experience stress and financial anxiety due to the Defendants' illegal and abusive refusal to reimburse them immediately.
30. Class members therefore suffered direct damages by purchasing event tickets from the Defendants.
31. Defendants have been unjustly enriched by their illegal conduct in refusing to immediately reimburse the Class Members and Defendants are in all cases liable to pay interest to the Class Members (including Ticketmaster to Plaintiff) regarding the amounts abusively and illegally withheld from the Class Members for many months.
- 31.1. Defendants had and have the means and the liquidity to offer refunds to the Class Members but they refused to do so for their own financial benefit, holding the Class Members' and their money hostage.
32. Class Members and the Plaintiff are therefore entitled to claim the full reimbursement of the purchase price for their event tickets in question, and other related services purchased (such as parking), plus interest and any additional damages or costs suffered.
33. Indeed, the Class Member would not have purchased the event tickets at all had they been informed of (...) Defendants' plan to change its refund policy and not

immediately refund them in case of event cancellation, postponement or rescheduling.

34. The global pandemic is not a justification for the illegal, retroactive and unilateral modifications of the terms and conditions by the Defendants, without the Class Members' consent.
35. Class Members never agreed to await a decision from event organizers or promoters before receiving a refund in the case of event cancellation, postponement, or rescheduling.
36. Class Members never agreed to accept anything less than a full refund in the case of event cancellation, postponement, or rescheduling and Defendants cannot impose anything else such as a credit for future event dates, nor impose future event dates on the Class Members.
37. Furthermore, Defendants cannot unilaterally subject the Class Members' refunds to the will of third parties, namely event organizers.
38. Plaintiff respectfully submits that Defendants intentionally and in bad faith changed their refund policies for their own financial benefit and at the costs of its Customers, making Defendants liable to pay punitive and exemplary damages to Plaintiff and all Class Members, in an amount to be determined by the Court.
39. Indeed, Defendants' said actions show a malicious, oppressive, bad faith, and high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with Customers, holding the Class Members and their money hostage. In that event, punitive damages should be awarded to Class Members.

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

40. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons.
41. Plaintiff is unaware of the specific number of persons who purchased event tickets from the Defendants, but from the popularity of (...) their online platforms, it is safe to estimate that it is in the tens if not hundreds of thousands across the country.
42. Class Members are numerous and are scattered across the entire province and country.
43. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, the court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the court system.
44. Moreover, a multitude of actions instituted risks leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members.
45. 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.
46. In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice.
47. The damages sustained by the Class Members flow, in each instance, from a

common nucleus of operative facts, namely Defendants' misconduct, faults, omissions, false advertising and/or misrepresentations.

48. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:
- a) Did Defendants engage in unfair and/or deceptive acts or practices (...)?
 - b) Are Defendants obligated to reimburse to the Class Members all amounts paid before March 11, 2020 for event tickets or services concerning events which were subsequently cancelled, postponed or rescheduled after March 11, 2020?
 - c) Are Defendants responsible to pay compensatory damages to the Class Members for other damages suffered including disbursements and out-of-pocket expenses, loss of time, inconvenience, and in what amount?
 - d) Are Defendants responsible to pay punitive and/or exemplary damages to the Class Member, and in what amount?
 - e) Are Defendants responsible to pay interest to the Class Members as a result of the delay in reimbursing the purchase price, and if so as of what date?
49. The majority of the issues to be dealt with are issues common to every Class Member.
50. The interests of justice favor that this application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

51. The action that the Plaintiff wishes to institute for the benefit of the Class Members is an action in damages and consumer protection.
52. The facts alleged herein appear to justify the conclusions sought by the Plaintiff (Article 575 (2) C.C.P.), namely the following conclusions that Plaintiff wishes to introduce by way of an originating application:

GRANT the class action of the Plaintiff on behalf of all the Class Members against Defendants;

CONDEMN the Defendants (...) to pay to each of the Class Members compensatory damages, including without limitation the full purchase price paid for event tickets and other disbursements such as parking purchased before March 11, 2020 for events cancelled, postponed or rescheduled after March 11, 2020, including interest and all other disbursements, out-of-pocket expenses, loss of time, inconvenience suffered, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants (...) to pay to each of the Class Members a sum to be determined by the Court in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants (...) to pay interest and additional indemnity on the above sums according to the Law from the date of service of the application for authorization to institute a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants (...) to bear the costs of the present action including experts' fees and notice fees;

RENDER any other order that this Honorable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full legal costs and expenses including expert's fee and publication fees to advise the Class Members;

53. Plaintiff suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

- a. Many Class Members (...) are domiciled in the District of Montreal;
- b. (...) The invoice was sent by the Ticketmaster Defendants from the District of Montreal, as appears from Exhibit R-28;
- c. Certain Defendants have elected domicile in the Province of Quebec, District of Montreal (as appears from Exhibit R-1, R-1B, R-1C, R-1D);
- d. The Plaintiff's legal counsel practices law in the District of Montreal;

54(...).Plaintiff, who is requesting to be appointed as Representative, is in a position to properly represent the Class Members (Article 575 (4) C.C.P.) since Plaintiff:

- a. is a Class Member who purchased concert tickets and parking for a May (...) 23, 2020 concert event that never occurred, as detailed above;

- b. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Class Members;
- c. is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard;
- d. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- e. does not have interests that are antagonistic to those of other Class Members;
- f. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
- g. has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members. In this regard, Plaintiff communicates herewith as **Exhibit R-35 under seal, confidentially and without waiving professional secrecy** (and for the sole purposes of fulfilling the authorization criteria herein), the emails received from Class Members herein since the institution of the present proceedings, Plaintiff reserving the right to file further Class Member registrations before the hearing of the present application;

- h. is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

55. The present Application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Application;

AUTHORIZE the institution of a class action in the form of an originating application in damages and consumer protection;

APPOINT the Plaintiff as the Representative Plaintiff representing all persons included in the Classes herein described as:

All persons in Canada, who purchased before March 11, 2020 one or more tickets from one of the Defendants for an event scheduled to take place after March 11, 2020, which event was subsequently either postponed, rescheduled or cancelled, without a full refund being timely provided by Defendants, or any other Group(s) or Sub-Group(s) to be determined by the Court;

IDENTIFY the principle issues of law and fact to be treated collectively as the following:

- a) Did Defendants engage in unfair and/or deceptive acts or practices (...)?
- b) Are Defendants obligated to reimburse to the Class Members all amounts paid before March 11, 2020 for event tickets or services concerning events which were subsequently cancelled, postponed or

rescheduled after March 11, 2020?

- c) Are Defendants responsible to pay compensatory damages to the Class Members for other damages suffered including disbursements and out-of-pocket expenses, loss of time, inconvenience, and in what amount?
- d) Are Defendants responsible to pay punitive and/or exemplary damages to the Class Member, and in what amount?
- e) Are Defendants responsible to pay interest to the Class Members as a result of the delay in reimbursing the purchase price, and if so as of what date?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Plaintiff on behalf of all the Class Members against Defendants;

CONDEMN the Defendants (...) to pay to each of the Class Members compensatory damages, including without limitation the full purchase price paid for event tickets and other disbursements such as parking purchased before March 11, 2020 for events cancelled, postponed or rescheduled after March 11, 2020, including interest and all other disbursements, out-of-pocket expenses, loss of time, inconvenience suffered, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants (...) to pay to each of the Class Members a sum to be determined by the Court in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants (...) to pay interest and additional indemnity on the above sums according to the Law from the date of service of the application for authorization to institute a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants (...) to bear the costs of the present action including experts' fees and notice fees;

RENDER any other order that this Honorable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full legal costs and expenses including expert's fee and publication fees to advise the Class Members;

DECLARE that all Class Members who have not requested their exclusion from the Group in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

FIX the time limit for opting out of the class at thirty (30) days from the date of the publication or notification of the notice to the Class Members;

ORDER the publication or notification of a notice to the Class Members in accordance with Article 579 C.C.P., within sixty (60) days from the judgment to be rendered herein in digital edition of the LaPresse, the Journal de Montreal, the Journal de Quebec, the Montreal Gazette, the Globe and Mail, and the National

Post, and **ORDER** Defendants to pay for all said publication/notification costs;

ORDER that said notice be posted and available on the Defendants' websites, Facebook page(s), and Twitter account(s), with a link stating "Important notice regarding all events cancelled, postponed or rescheduled after March 11, 2020" and **ORDER** Defendants to send the notice by email with proof of receipt and failing which by mail to all Class Members;

THE WHOLE with costs including the Court filing fees herein and the costs related to preparation, publication and dissemination of the notices to the Class Members.

MONTREAL,(...) July 10, 2020

(s) Lex Group Inc.

Lex Group Inc.

Per: Me. Joanie Lévesque and Me David Assor

Class Counsel / Attorneys for Plaintiff

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