

NOTICE OF AUTHORIZATION OF A CLASS ACTION AND OF AN UPCOMING SETTLEMENT
APPROVAL HEARING ON OCTOBER 18, 2023
(PATTERSON v. TICKETMASTER AND LIVE NATION)

WITH RESPECT TO THE AUTHORIZED CLASS ACTION

IF YOU PURCHASED A TICKET WHILE YOU WERE IN THE PROVINCE OF QUEBEC, ON THE WEBSITE OR MOBILE APPLICATION OF TICKETMASTER, BETWEEN MAY 12, 2017 AND MARCH 11, 2020, FOR AN EVENT TO TAKE PLACE ON OR AFTER MARCH 11, 2020, THAT WAS SUBSEQUENTLY POSTPONED, RESCHEDULED OR CANCELLED, WITHOUT RECEIVING A REFUND WITHIN 15 DAYS OF YOUR REQUEST FOR ONE, YOU ARE A MEMBER OF THIS AUTHORIZED CLASS ACTION AND THIS NOTICE CONCERNS YOU:

1. By judgment dated May 31, 2022, in case number 500-06-001066-204 of the Superior Court of Québec, the Court authorized the bringing of a class action seeking compensation on behalf of the following class of persons:

All persons present on the territory of Québec at the time of purchase of a ticket (regardless of the location where the event is to take place) between May 12, 2017, and March 11, 2020, for an event to take place on March 11, 2020, or after this date, subsequently postponed, rescheduled or cancelled, without a full refund to said persons within 15 days of the request for refund.

(the “**Class**”)

WITH RESPECT TO THE UPCOMING SETTLEMENT APPROVAL HEARING

2. **Take note that the parties have reached a potential settlement and that accordingly, if the Settlement is approved by the Court, the Class will be redefined (amended) as follows and provide benefits to the following amended Settlement Class Members only:**

All persons who, during the Class Period, purchased one or more Tickets to an Event in the Province of Quebec using a billing address in the Province of Quebec, and who made a valid request for a refund after the Event was postponed or rescheduled.

(the “**Settlement Class**”)

www.ticketmaster.ca website or using one of the Defendants’ mobile applications.

3. The hearing on the proposed Settlement will take place in the Montreal Courthouse, at 1, rue Notre-Dame Est, on **October 18, 2023**, in room **17.09** at 9:30 am.
4. If the Settlement is not approved, the Class Action will proceed in the Judicial District of Montréal.

WITH RESPECT TO THE AUTHORIZED CLASS ACTION AND THE UPCOMING SETTLEMENT APPROVAL HEARING

5. The class action alleges that Ticketmaster's and Live Nation's conduct relating to the treatment of tickets to events that were postponed, rescheduled or cancelled after March 11, 2020 (date that the World Health Organization declared Covid-19 to be pandemic) contravened the *Québec Consumer Protection Act* (the "CPA") and the *Civil Code of Québec* (the "C.C.Q."). The Court has made no determination regarding the merits of those allegations, which Ticketmaster and Live Nation deny.
6. The Court identified the following principal questions of fact and law to be determined collectively:
 - a. Did Ticketmaster contravene the CPA and the C.C.Q. by its omission to reimburse the class members upon their request?
 - b. Did the Class Members suffer compensable injury?
 - c. Did the Class Member whose ticket was fully refunded suffer nonetheless compensable injury?
 - d. Is Ticketmaster liable for punitive damages due to its behaviour?
 - e. Must interest be added to the reimbursement of the ticket?
7. The conclusions sought in relation to these questions are the following:
 - a. **GRANT** the class action of the Plaintiff on behalf of all the Class Members against Defendants;
 - b. **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, out-of-pocket expenses, loss of time, inconvenience suffered, and **ORDER** collective recovery of these amounts;
 - c. **CONDEMN** the Defendants to pay to each of the Class Members an amount to be determined by the Court in punitive damages, and **ORDER** collective recovery of this amount;
 - d. **CONDEMN** the Defendants to pay interest and additional indemnity on the above amounts from the date of service of the Application for authorization to institute a class action;
 - e. **ORDER** the Defendants to deposit in the office of the Court the totality of the amounts which forms part of the collective recovery, with interest, additional indemnity, and costs;
 - f. **ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation
 - g. **CONDEMN** the Defendant to bear the costs of the present action including experts' fees and notice fees;
 - h. **RENDER** any other order that this Court shall determine and that is in the interest of the Class Members.
8. The Court appointed Mr. Patterson as the Representative Plaintiff.

INTERVENING IN THE CLASS ACTION

9. A member of the Class may seek authorization from the Court to intervene if the intervention is considered helpful to the Class. A member who intervenes is required to submit to a pre-trial examination at the request of the Defendants. A Class member who does not intervene may not be subject to a pre-trial examination unless the Court considers that it would be useful for its determination of the issues of law or fact to be dealt with collectively.

10. A member of the Class other than the Representative Plaintiff or an Intervenor may not be required to pay the legal costs arising from the class action.

Note: A Settlement Class Member participating in the proposed Settlement (if it is approved by the Court) will NOT be required to pay any costs or fees whatsoever.

OPTING OUT

11. If for any reason whatsoever, you do not wish to be bound by the Class Action or the proposed Settlement, you must take the following steps to opt out of the Class Action and the Settlement Class.
12. **If you do nothing**, you will remain a member of the Class or the Settlement Class, as the case may be. You will be eligible to receive benefits under the Settlement (if approved by the Court) and will be bound by any judgments in this Class Action. You will be able to object to the Settlement or comment on it. You will not have the right to take personal legal action against Ticketmaster or Live Nation relating to refunds of Tickets to Events, as defined above.
13. If you do not want to participate in the Class Action or the Settlement, **you can opt out** of the Class which also means that you are opting out of the Settlement Class to the extent you would be part of it. You may wish to opt out if, for example, you prefer to pursue your own legal action at your own expense against Ticketmaster or Live Nation.
14. **If you opt out**, you will not be entitled to any compensation pursuant to the Class Action or the Settlement. You will not be bound by the Class Action and you may be able to exercise any valid rights of action you may have against Ticketmaster or Live Nation individually and at your own expense (Strict legal prescription deadlines apply, and you should consult your own independent attorney in this regard). You will not be able to object to or comment on the proposed Settlement.
15. The date after which a member may no longer opt out without special permission is **September 24, 2023**.
16. **Opt Out Forms received after September 24, 2023, will not be honoured** and you will be bound by the Class Action (and the terms of the Settlement Agreement, including the Release provision, if approved by the Court).
17. A Class member or Settlement Class Member who wishes to opt out of the Class Action may do so before the expiration of the deadline to opt out by advising the Clerk of the Superior Court of Québec in the District of Montréal in writing, indicating the court number 500-06-001066-204 and case name (*Patterson v. Ticketmaster*):

Clerk of the Superior Court of Québec
PALAIS DE JUSTICE DE MONTRÉAL, Room 1.120
1, rue Notre-Dame est
Montréal (Québec) H2Y 1B6

An Opt-Out Form is available on the Settlement Website: refundticketquebec.ca.

18. Any Class member or Settlement Class Member who has brought (prior to the expiration of the deadline to opt out) an action having the same subject matter as the Class Action is deemed to have opted out of the Class or Settlement Class if he or she does not discontinue that court action before the expiration of the deadline to opt out.

SETTLEMENT SUMMARY

Who are the Settlement Class members?
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19. You are a **Settlement Class Member** if, between May 12, 2017, and March 11, 2020, you purchased one or more Tickets to an Event in the Province of Quebec using a billing address in the Province of Quebec and made a valid request for a refund after the Event was postponed or rescheduled.
20. If you are a Settlement Class Member, you are automatically eligible to receive one Credit, as described below, and there is no action that you must take to receive it.

What does the Settlement provide for?

21. Each Settlement Class Member will receive an electronic Ticketmaster gift card with a single credit of fifteen Canadian dollars (**CAD \$15.00**) (no matter how many tickets were purchased) (the “**Credit**”). The Credit has no expiration date and is not convertible to cash. The Credit may be used towards the purchase of a ticket on the primary market using the Ticketmaster websites or mobile applications. Further terms and conditions are set out in the Settlement Agreement available at refundticketquebec.ca.
22. The Defendants also agreed to implement an Additional Refund Window: a new 30-day period during which purchasers who still hold their Tickets to any Events in Quebec which have not yet occurred and for which refunds are no longer available will be able to obtain a refund in exchange for cancellation of their Tickets. Class Members holding an eligible Ticket have already been informed of the Additional Refund Window by a separate email sent to the email address they used to purchase their tickets to that outstanding Event. Class Members who receive a refund through the Additional Refund Window will be considered Settlement Class Members and will be eligible to receive the Credit.
23. Each Settlement Class Member will provide a full and complete release of their claims against the Defendants. The Agreement does not constitute an admission of liability by the Defendants, who have agreed to settle only for the purpose of avoiding a trial and the additional costs and expenses related thereto.
24. The Settlement also provides that Class Counsel will seek Court approval of its Class Counsel Fees and expenses. These Class Counsel Fees will be paid by Defendants in addition to the Credit issued to Settlement Class Members. Therefore, Class Members will **not** be required to pay any portion of the Class Counsel Fees.

OBJECTING TO THE SETTLEMENT OR COMMENTING ON IT

25. You can advise the Court that you do not agree with this Settlement, if you have not opted out of the Class Action.

How can I advise the Court that I do not agree with this Settlement?

26. To present your objection to the Court or comment on the Settlement, you must **deliver a document** to Class Counsel at the address set out below at the latest on **October 2, 2023**. Your document must contain the following information:
 1. The style of cause and docket number of the Class Action: *Patterson v. Ticketmaster Canada Holdings ULC, et al.* S.C.M. 500-06-001066-204;
 2. Your full name and current address, telephone number and email address;
 3. The e-mail address associated with your Ticketmaster account;
 4. The grounds for your objection to the Settlement or the comments you wish to make about it.
 5. The full name and current address, telephone number and email address of your attorney (if any);

6. Confirmation as to whether you intend to be present at the upcoming Settlement approval hearing.

May I object to or comment on the Settlement at the hearing?

27. Yes. You can object to or comment on the Settlement on the day of the hearing, even if you have not submitted the document described in paragraph 26 above before October 2, 2023.

Do I need a lawyer in order to object to or comment on the Settlement?

28. No. You can object to the Settlement or comment on it without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

If I object to the Settlement or comment on it and it is approved, will I still be eligible for a credit?

29. Yes. If, despite your objection or comments, the Settlement is approved, you will still receive a credit if you are eligible. You cannot object to or comment on the Settlement if you opt out of the Class Action.

FOR MORE INFORMATION

How can I obtain more information?

30. For additional information and to access the text of the Settlement Agreement and its schedules, including the Opt-Out Form, please consult the internet site at the following link:

- Settlement Website: <https://refundticketquebec.ca/>.

31. This notice is only a summary of the judgment authorizing the Class Action, the complete text of which may be found on the Settlement Website [here](#). You may also contact Class Counsel listed below. Your name and any information provided will be kept confidential save and except for the purpose of receiving the benefits of the Settlement or the notices authorized by the Court. Please do not contact the Judges of the Superior Court.

32. The Settlement Administrator which was appointed by the Court to provide additional information and assist Class Members is:

Velvet Payments Inc.
5900 Andover Avenue, Suite 1
Montreal (Québec) H4T 1H5
Telephone: 1-888-770-6892
Fax: 1-800-934-3320
Email: refundticketquebec@velvetpayments.com

33. You may also contact Class Counsel:

Mtre. David Assor
Lex Group Inc.
4101 Sherbrooke Street West
Westmount (Québec) H3Z 1A7
Telephone: 514-451-5500
Fax: 514-940-1605
Email: davidassor@lexgroup.ca

THE SUPERIOR COURT OF QUÉBEC.