

## **SETTLEMENT AGREEMENT AND RELEASE**

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This Settlement Agreement and Release (“**Agreement**”) is entered into as of March 8, 2023, by and between Tracy Patterson, individually and as representative of the Class defined below (the “**Plaintiff**”), and Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC, Ticketmaster Canada LP, Ticketmaster LLC, Live Nation Canada Inc., Live Nation Entertainment Inc. and Live Nation Worldwide Inc. (collectively, the “**Defendants**”);

## I. PREAMBLE

WHEREAS the former representative-plaintiff commenced a class action proceeding on May 12, 2020 in Quebec Superior Court File No. 500-06-001066-204 (the “**Class Action**”) against Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC and Ticketmaster Canada LP in relation to refunds for tickets to events impacted by the Covid-19 pandemic which was declared by the World Health Organization on March 11, 2020;

WHEREAS the Class Action was amended on July 10, 2020, to replace the former representative-plaintiff by the Plaintiff and add as defendants Ticketmaster LLC, Live Nation Canada Inc., Live Nation Entertainment Inc. and Live Nation Worldwide Inc., as well as certain others who are not party to this Agreement;

WHEREAS the Plaintiff alleges *inter alia* that the Defendants acted in violation of the *Consumer Protection Act*, C.Q.L.R., c. P-40.1 (the “**CPA**”) and the *Civil Code of Québec* in their treatment of events that were postponed, rescheduled or canceled during the Class Period (as defined below) (the “**Claims**”);

WHEREAS the Class Action was authorized with respect to the Defendants on May 31, 2022 by the Honorable Justice Pierre-C. Gagnon (the “**Authorization Judgment**”) for a class defined as “[a]ll 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”;

WHEREAS the Plaintiff maintains that the Claims and the Class Action are valid and well founded and 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 over many months, 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, and they have concluded that this Agreement in its entirety is fair and reasonable;

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 of the Settlement Class, and to ensure that there are no further proceedings, actions or disputes between them with regard to the Claims, and intend that this Agreement be so construed;

WHEREAS Defendants hereby confirm and affirm that the purchasers of tickets for events which were canceled after March 11, 2020 automatically received refunds from Defendants following cancellation of their event, without the need to make a request. Accordingly, the rights, recourses or claims, if any, of those refunded purchasers of cancelled event tickets are not affected, reduced, or settled in any way by this Agreement;

WHEREAS this Agreement does not affect, reduce, or settle in any way the rights, recourses or claims, if any, of any other members of the Authorized Class who are not included in the Settlement Class;

WHEREAS this settlement provides for:

a) an Additional Refund Window (as defined below) to be offered by Defendants promptly upon signature of this Settlement Agreement (without waiting for the Effective Date) to the purchasers, including approximately 969 Class Members, who still hold their Tickets to any Events in Quebec which have not yet occurred and for which refunds are no longer available at the time of this Agreement. Defendants estimate the Gross Ticket Value of Tickets to those outstanding Events to be approximately two hundred and ten thousand Canadian dollars (CAD \$210,000);

b) Credits (as defined below) of fifteen Canadian dollars (CAD \$15.00) per Settlement Class Member, with a total value of approximately five hundred and forty thousand Canadian dollars (CAD \$540,000), based upon the estimate of the Defendants that there are approximately thirty-six thousand (36,000) Settlement Class Members having previously requested and received a refund for a postponed or rescheduled Event (as defined below). The Credit will also be provided to any Class Member who requests a refund pursuant to the Additional Refund Window mentioned above, who will be considered a Settlement Class Member under this Agreement;

c) the payment by Defendants of Class Counsel Fees (as defined below) of up to two hundred thirty thousand dollars (\$230,000) plus GST and PST, of Plaintiff's personal claim for reimbursement of disbursements and expenses of one thousand dollars (\$1,000) (as detailed below), and of all Settlement Administrator's settlement expenses including all administration costs, notice costs as provided in this Agreement and ordered by the Court, and any costs of notice and distribution of Credits;

WHEREAS notice of the Authorization Judgment has not yet been disseminated;

WHEREAS the Defendants hereby confirm and affirm that they do not keep records and do not know whether the purchaser of a Ticket was physically present on the territory of the Province of Quebec at the moment they made their purchase;

WHEREAS the Parties agree that the Authorized Class will be adequately informed of the Authorization Judgment and of the Settlement by notices sent to the Notification Class (as defined below), in the form and manner set out in the present Agreement;

WHEREAS the Parties agree that the settlement provided for under this Agreement (the "**Settlement**"), in its entirety and including without limitation the Credits



and the Additional Refund Window, is a fair, reasonable and adequate resolution of the Claims of the Settlement Class;

WHEREAS the Parties desire and intend to seek the Court's approval of the Settlement in the Class Action on behalf of the Settlement Class only; 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, the Claims of the Settlement Class 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) **“Additional Refund Window”** means a period of thirty (30) days 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 at the time of the signing of this Agreement will be able to obtain a refund in exchange for cancellation of their Ticket(s). Defendants estimate the Gross Ticket Value of Tickets to those outstanding Events to be approximately two hundred and ten thousand Canadian dollars (CAD \$210,000);

- (b) **“Approval Application”** means the application brought in the Class Action for approval of the Settlement, and ancillary relief, pursuant to paragraphs **21** to **24** of this Agreement;
- (c) **“Approval Order”** means the Court order amending the definition of the authorized class to conform to the definition of the Settlement Class set out in this Agreement, approving this Agreement and the Settlement herein, and providing other ancillary relief;
- (d) **“Authorized Class”** is the class authorized by the Authorization Judgment and reproduced in the Preamble;
- (e) **“Class Counsel”** means Lex Group Inc.;
- (f) **“Class Counsel Fees”** means an amount not exceeding two hundred thirty thousand Canadian dollars (CAD \$230,000) plus GST and QST thereon (calculated at the date of invoicing), 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, as approved by the Court;
- (g) **“Class Counsel Fees Application”** means the application to the Court by Class Counsel for approval of the Class Counsel Fees;
- (h) **“Class Member”** means a person who falls within the definition of any of the Authorized Class, the Notification Class or the Settlement Class;
- (i) **“Class Period”** means the time from May 12, 2017 to March 11, 2020, inclusive;

- (j) **“Court”** means the Superior Court of Quebec;
- (k) **“Credit”** means a redeemable voucher or electronic gift card issued by the Defendants to a Settlement Class Member pursuant to paragraph **30** and following of this Agreement;
- (l) **“Defence Counsel”** means Torys Law Firm LLP;
- (m) **“Effective Date of the Settlement”** means the next business day after the day on which all appellate rights with respect to the 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;
- (n) **“Event”** means an event for which the Defendants were the authorized ticket agent, and for which Tickets were available for purchase during the Class Period, which event was to take place on or after March 11, 2020 and which was subsequently postponed or rescheduled. This definition of Events does not include cancelled events for which the tickets were automatically reimbursed;
- (o) **“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;
- (p) **“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;



- (q) **“Notification Class”** or **“Notification Class Members”** means all persons who purchased one or more Tickets to an Event during the Class Period, and who either (i) used a billing address in the Province of Quebec, or (ii) purchased a Ticket to an Event to be held in the Province of Quebec;
- (r) **“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 Authorized Class or the Settlement Class but who do not wish to be included in the Class Action or bound by the terms of this Agreement if approved by the Court;
- (s) **“Opt Out Period”** means a period of thirty (30) days from the date of the Pre-Approval Notice;
- (t) **“Pre-Approval Application”** means the application that will be brought in letter format in the Class Action to ask the Court 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;
- (u) **“Pre-Approval Notice”** means the notice to the Notification Class of the authorization of the Class Action and the conclusion of the proposed Settlement, of the date and time for the Settlement approval hearing 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;
- (v) **“Pre-Approval Order”** means the order made by the Court in the Class Action 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;

- (w) **“Released Persons”** means the Defendants, and each of their past and present 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. For purposes of clarity, this definition of Released Persons does not include any of the other defendants in the Class Action who are not party to this Agreement;
- (x) **“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. For purposes of clarity, this definition of Releasing Persons does not include any of the other persons included in the Authorized Class who are not included in the Settlement Class defined herein;
- (y) **“Settlement Administrator”** means Velvet Payments Inc. or any other class administration company chosen by the parties and appointed by the Court;
- (z) **“Settlement Class”** or **“Settlement Class Members”** means 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, except those persons who submit a valid Opt Out Form within the Opt Out Period;

- (aa) **“Settlement Website”** means a bilingual website specific to the Class Action and the present Settlement Agreement, to be created and maintained by the Settlement Administrator, on which relevant documents and information will be made publicly available, at URLs to be agreed upon by the Parties;
- (bb) **“Settling Parties”** means, collectively, the Released Persons, the Plaintiff and the Releasing Persons;
- (cc) **“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 and the occurrence of the Effective Date. 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 this Agreement, nor any fact performed or document executed pursuant to or in furtherance of this 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 this Agreement. Without admitting any wrongdoing or liability whatsoever, the Defendants accept the terms of this Agreement provided that all issues relating to the subject matter of the litigation are hereby completely resolved, concerning the Settlement Class only.

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

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

6. Following the execution of this Agreement, the Plaintiff will bring the Pre-Approval Application, in letter format, presentable if need be at a date to be set by the Court as soon as convenient for the Parties and the Court, requesting that the Court:

- (a) establishes how Class Members wishing to be excluded from the Class Action may opt out of the Class Action;
- (b) approves the form and means by which the Pre-Approval Notice will be disseminated, in accordance with this Agreement;
- (c) appoints the Settlement Administrator;
- (d) orders the Defendants to provide to the Settlement Administrator such personal information regarding the Notification Class Members and the Settlement Class Members as is necessary to implement this Agreement;
- (e) approve the procedure and deadline for commenting on or raising an objection to this Settlement pursuant to paragraph **24** of this Agreement;  
and
- (f) Sets down the date of the Settlement approval hearing.

7. 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 and the Settlement Administrator 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 Notification 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. Class Counsel will also provide on a confidential basis to the Settlement Administrator the list of possible Notification Class Members that Class Counsel may have.

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. The Defendants will then expeditiously provide the additional material to the Settlement Administrator or provide a written explanation to the Settlement Administrator 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 a maximum delay of 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 Defence Counsel.

**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, in both English and French, or in some other form or manner 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 Notification Class Member, using the email address that each such person used for their most recent transaction (as well as to potential Notification Class Members having previously contacted Class Counsel and as communicated to the Settlement Administrator). With respect to Settlement Class Members only, should the Settlement Administrator receive a bounce back to the email sent (email returned as unsend or undeliverable), the Settlement Administrator will mail the Pre-Approval Notice (in both French and English) to the last postal address associated with the Settlement Class Members' account, which postal address shall be provided to the Settlement Administrator by the Defendants (if in their possession), or to the postal address provided by Class Counsel where applicable;
- (b) the Settlement Administrator will post the Authorization Judgment, the Settlement Agreement, the Pre-Approval Order(s), and the French and English versions of the Pre-Approval Notice on the Settlement Website;
- (c) Class Counsel will post the Settlement Agreement, the Pre-Approval Order(s), and the French and English versions of the Pre-Approval Notice for a period of at least sixty (60) days following Pre-Approval Order, on its firm website;

(d) 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.

12. The Pre-Approval Notice will provide the URL (by hyperlink where possible) for the Settlement Website where Class Members can obtain more information about the Class Action, the proposed Settlement, the contact information for Class Counsel, as well as obtain the Settlement Agreement, Pre-Approval Notice, Opt-Out Form and other relevant information or documents.

13. The Defendants will pay for the costs of translating (by legal translators) this Settlement Agreement and the Pre-Approval Notice(s) from English into French, and pay the fees of the Settlement Administrator for disseminating the Pre-Approval Notice and creating and managing the Settlement Website as detailed herein.

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. Class Members who do not wish to participate in the Class Action or be bound by the terms of this Agreement may opt out of the Class Action.

16. In order to opt out of the Class Action, 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 Settlement Website throughout the Opt Out Period.

18. During the Opt Out Period, Class Counsel and the Settlement Administrator will be at liberty (with no obligation) 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 or the Settlement Administrator in the manner described in this paragraph, and who provide instructions 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 and the Settlement Administrator will inform Defence Counsel of all Opt Out Forms received by them, save and except for those which Class Counsel or the Settlement Administrator was instructed to disregard pursuant to paragraph **18** of this Agreement.

20. A Class Member who opts out of the Class Action is not entitled to comment on or object to the Settlement Agreement.

## **VI. APPROVAL PROCESS**

21. The Plaintiff will present the Approval Application as soon as the Court permits, requesting that the Court:

- (a) amends, for the purposes of the Settlement, the definition of the class from the definition in the Authorization Judgment to the Settlement Class as defined at paragraph **II.1(z)** of this Agreement;
- (b) declares that this Agreement is fair, reasonable and in the best interests of the Settlement Class Members; and

- (c) approves this Agreement and orders the Settling Parties and the Settlement Class Members to comply with it;.

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

23. The Approval Application will be served by Class Counsel on the Fonds in sufficient time before the Settlement approval hearing.

24. Class Members who have not opted out of the Class Action and wishing to comment upon the Settlement or raise an objection during the Settlement approval hearing may do so by communicating to Class Counsel in writing, using the address indicated at paragraph **86** of this Agreement, at least fifteen (15) days before the hearing, a document containing the following information:

- (a) the style of cause and docket number of the Class Action: Patterson v. Ticketmaster Canada Holdings ULC et al., S.C.M. no. 500-06-001066-204;
- (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;
- (e) the full name and current address, telephone number and email address of their attorney (if any);
- (f) confirmation as to whether they intend to be present at the Settlement approval hearing.



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

## **VII. ADDITIONAL REFUND WINDOW**

26. As a further benefit negotiated and agreed to between the settling parties in the context of this Settlement, the Defendants will open the Additional Refund Window within ten (10) days following the signature by all Parties of this Agreement (i.e. before the Court is even asked to approve this Settlement).

27. Class Members with Tickets to Events for which the Additional Refund Window is open will be informed of it in a manner similar to the manner in which Ticketmaster has informed ticketholders of prior refund windows, by email to the email address that the purchaser used to purchase their ticket(s), indicating the Defendants' usual conditions in order to obtain such refund. Said email, in both French and English, is attached hereto as **Schedule C**.

28. Refunds paid by the Defendants (as of the Effective Date only) as part of the Additional Refund Window, if any, could be subject to the Fonds Levy, and if so, the Defendants shall pay the Fonds Levy to the Fonds and be entitled to deduct that amount from the said refunds, subject to Court order on this issue.

29. For greater clarity, Class Members who ask for and obtain a refund through the Additional Refund Window are also entitled to receive a Credit as detailed below.

## **VIII. COMPENSATION TO SETTLEMENT CLASS MEMBERS**

### **A. DISTRIBUTION OF THE CREDITS**

30. Within thirty (30) 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 fifteen Canadian dollars (**CAD \$15.00**) to be used as set out in paragraph 33 of this Agreement.

31. The Credit will be sent by e-mail by the Settlement Administrator as an electronic Ticketmaster gift card to the email address that the Settlement Class Member used for their most recent transaction, and to any other email addresses provided to the Settlement Administrator for a Settlement Class Member pursuant to paragraph 35. The form and content of the email shall be determined by the Parties. Settlement Class Members will be able to add the value of the Credit by entering its code and PIN during the check-out process on Ticketmaster's websites.

32. 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.

33. 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 cannot be used to purchase Tickets on the secondary (resale) market. 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.

34. 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 coupons or credits or be 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.

35. Anyone who thinks that they are entitled to compensation pursuant to the Settlement but did not receive notification from the Settlement Administrator (for example, because they have since changed their email address) may send an email to the Settlement Administrator within three (3) months of the Effective Date of the Settlement. 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 compensation. This is the email address they used to purchase a Ticket during the Class Period. In that case, the Settlement Administrator will contact Defence Counsel, who must reply within ten (10) days, to verify whether said Class Member is entitled to the compensation according to Defendants' records.

36. The Parties agree that the total value of Credits issued to Settlement Class Members shall not exceed six hundred thousand Canadian dollars (CA\$600,000), based

upon their best estimates. If this total value is exceeded, the Parties agree to renegotiate the Settlement in good faith.

**B. CLAIM BY THE PLAINTIFF**

37. As part of the confidential settlement negotiations leading to the Settlement, the Parties have agreed, determined and pre-approved the amount of CAD \$1,000 as representing the amount Plaintiff is entitled to as a reimbursement of certain disbursements and expenses incurred, including any unpaid portion of his personal claim herein, without the necessity of having to file any formal claim in the context of the Settlement (the "**Plaintiff's Claim**"). The Defendants will pay said amount to the Plaintiff within fifteen (15) days after the Effective Date, by way of a cheque payable to Tracy Patterson, which cheque will be forwarded to Class Counsel. Plaintiff will also be entitled to a Credit.

38. The Settlement is in no way conditional upon the approval of the Plaintiff's Claim. Any order or proceeding relating to the Plaintiff's Claim, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Agreement.

**C. NO REMAINING BALANCE**

39. Subject to clause **A.36**, after this Agreement has been implemented and executed, there will be no balance remaining to any Settlement Class Member, the Fonds or Class Counsel pursuant to this Settlement.

40. The Parties agree, and the following constitutes for the Defendants a principal consideration of their consent to enter into this Agreement, that issuance of the Credits to Settlement Class Members is not subject to the Fonds Levy and that any unused, unredeemed or unclaimed Credits will not constitute, nor give rise to, under any

circumstances, a remaining balance for any purpose, including any reparation or compensation to any Settlement Class Member or the Fonds.

## **IX. CLAIMS ADMINISTRATION AND PROCESSING**

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

42. The Settlement Administrator shall cause the Settlement Website to be created in both English and French containing relevant information and relevant documents concerning the Class Action and the Settlement, including but not limited to all applicable deadlines; the Pre-Approval Notices in both English and French; copies of the orders of the Court; a copy of this Agreement. The Settlement Website shall be maintained for a period of thirty (30) days following the filing of its final administration report, which shall be filed no more than four months after the Effective Date. The cost of creating and maintaining this Settlement Website will be paid by Defendants.

43. The Settlement Administrator will establish and maintain a bilingual toll-free interactive voice response system to service Settlement Class Members calling in. Should Settlement Class Members wish to speak to a live agent, the Settlement Administrator will ensure that this service is available in both French and English.

44. Throughout the times when the Settlement Website must remain "live" pursuant to this Agreement, Class Counsel and the Defendants will agree upon its content. The Parties agree that the Settlement Website shall be in the same format and similar to the other Settlement Websites created and maintained by the Settlement Administrator in this same Class Action regarding previous settlements reached with other parties, with such adjustments as are necessary in the circumstances of this 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 or the Settlement Administrator in order to obtain or provide additional information or documents.

45. 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, including the costs related to the Settlement Website, whether or not the Settlement is ultimately approved by the Court.

#### **X. CLASS COUNSEL FEES**

46. By the Class Counsel Fees Application, Class Counsel shall seek approval of the Class Counsel Fees in the amount agreed upon of two hundred thirty thousand Canadian dollars (CAD \$230,000), plus GST and QST thereon (calculated at the time of the payment).

47. Within ten (10) days of the approval of the Class Counsel Fees or of the Effective Date of the Settlement, whichever is later, the Defendants will pay to Class Counsel the amount of the Class Counsel Fees approved by the Court, by way of wire transfer. However, the Defendants shall not pay more than two hundred thirty thousand Canadian dollars (CAD \$230,000) plus sales tax (GST and PST) 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.

48. The Defendants will not contest the Class Counsel Fees Application and hereby confirm that they agree to pay the Class Counsel Fees on top of any benefits provided to the Settlement Class herein.

49. 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 what is set out in this Agreement.

#### **XI. 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. CONDITION REGARDING DISCONTINUANCE OF OTHER PROCEEDINGS**

51. It is understood and agreed that the consent of Defendants to this Agreement is conditional upon the Court dismissing or authorizing the discontinuance, as against Defendants only, of the class action in Quebec Superior Court File No. 500-06-001072-202 entitled *Desjardins v. Internet Referral Services (Tickets-Center.com) et al.* (the "**Desjardins Matter**"). Defendants have already obtained the assurance from Plaintiff's counsel in that Desjardins Matter that he will request authorization for a discontinuance on behalf of his client and file same. Class Counsel herein is not involved in that Desjardins Matter.

#### **XIII. TERMINATION OF THIS AGREEMENT**

52. In the event that the Approval Application is not granted in full or if it is reversed or modified on appeal, either Party may terminate the Agreement by delivering a written notice pursuant to paragraph **86** of this Agreement, within thirty (30) days following the date upon which the Court's decision in that regard becomes final.

53. In the event that the Court recognizes the right of the Fonds to a Fonds Levy on the value of the Credits or on a remaining balance as contemplated in paragraphs **39** and **40** 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 **86** of this

Agreement, within thirty (30) days following the date upon which the Court's decision in that regard becomes final.

54. In the event that the Desjardins Matter is not dismissed or discontinued as against the Defendants, as contemplated in paragraph **51** of this Agreement, on or before the Effective Date of the Settlement, the Defendants shall have, in their sole discretion, the right to terminate this Agreement by delivering a written notice pursuant to paragraph **86** of this Agreement, within thirty (30) days following the Effective Date of the Settlement.

55. If this Agreement is terminated for any reason:

- (a) it, and all orders made pursuant to it, shall have no further force or effect, shall not be binding on the Settling Parties, and shall not be used as evidence or otherwise in any litigation, with the exception of paragraphs **2, 3 and 66** of this Agreement;
- (b) Defendants will remain solely responsible to pay for administration and notice costs, including costs, fees, disbursements and taxes owed to the Settlement Administrator pursuant to this Agreement; and
- (c) 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 applications as may be required to annul or vacate any orders 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.

#### **XIV. RELEASE OF CLAIMS**

56. 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 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 postponement or the rescheduling of Events in Quebec or in relation to the refunds offered or paid by Defendants for such Events or in relation to any issue, matter or dispute that was raised or could have been raised in the Class Action with respect to Events in the Province of Quebec.

#### **XV. FINAL PROVISIONS**

57. The Parties and Class Counsel 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. Notwithstanding the above, Class Counsel will be fully entitled to post descriptions of and links to the Settlement Agreement, its schedules, the notices, the relevant Judgments, and any other related proceedings and Judgments on its firm website, and Class Counsel will have the option to post links to the Settlement Website announcing the Settlement and/or the Court's approval of the Settlement on its firm's social media accounts.

58. No Class Counsel or anyone employed by Class Counsel may divulge any confidential information obtained in the course of the settlement negotiations to anyone for any purpose, other than documents filed publicly.

59. 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.

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

61. 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.



62. 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.

63. 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.

64. 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.

65. The Parties agree that the consideration provided to the Settlement 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.

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

67. The Preamble, as well as all of the Schedules and definitions to this Agreement are material and integral parts hereof and are fully incorporated herein by reference.

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. Effective on the Effective Date of the Settlement, this Agreement will be binding upon and inure to the benefit of the Settling 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 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 postponement or the rescheduling of Events in Quebec or in relation to the refunds offered or paid by Defendants for such Events or in relation to any issue, matter or dispute that was raised or could have been raised in the Class Action with respect to Events in the Province of Quebec, 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 application 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 applications, 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 legal advice in regard to this Agreement.

80. This Agreement may be executed in counterparts by the Parties hereto. 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 Parties agree that the Plaintiff, Defendants, Class Counsel, and Defence Counsel are in no way liable for any taxes any Settlement Class Members may be required to pay as a result of receiving any benefits under this Settlement Agreement. No opinion concerning the tax consequences of this Settlement Agreement to any Settlement Class Member is given or will be given by the Parties or their respective counsel, nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of this Settlement Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for their tax reporting and other obligations respecting this Settlement Agreement, if any.

84. The Agreement constitutes a transaction pursuant to articles 2631 and following of the *Civil Code of Québec*, CQLR, c. CCQ-1991.

85. 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.*

86. 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:

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](mailto:davidassor@lexgroup.ca)

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:

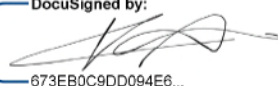
Mtre Christopher Richter / Mtre Karl Boulanger  
**Torys Law Firm LLP**  
1, Place Ville-Marie, Suite 2880  
Montreal (Québec) H3B 4R4  
Telephone : 514-868-5600  
Email: [crichter@torys.com](mailto:crichter@torys.com) / [kboulanger@torys.com](mailto:kboulanger@torys.com)

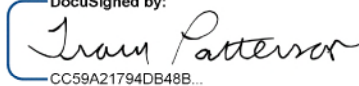


IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

In Montreal, Quebec On: March 9, 2023

In Montreal, Quebec On: March 9, 2023

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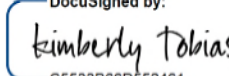
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Lex Group Inc., Class Counsel  
Per: David Assor

Tracy Patterson, Plaintiff

In Los Angeles, CA On: 3/8/2023

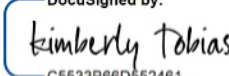
TICKETMASTER CANADA LP  
Per:

DocuSigned by:  
  
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Authorized Signatory

In Los Angeles, CA On: 3/8/2023

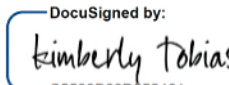
TICKETMASTER CANADA HOLDINGS  
ULC  
Per:

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Authorized Signatory

In Los Angeles, CA On: 3/8/2023

TICKETMASTER CANADA ULC  
Per:

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Authorized Signatory

In Los Angeles, CA On: 3/8/2023

TICKETMASTER LLC  
Per:

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*kimberly tobias*  
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Authorized Signatory

In Los Angeles, CA On: 3/8/2023

LIVE NATION CANADA INC.  
Per:

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*kimberly tobias*  
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Authorized Signatory

In Los Angeles, CA On: 3/8/2023

LIVE NATION ENTERTAINEMENT INC.  
Per:

DocuSigned by:  
*kimberly tobias*  
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Authorized Signatory

In Los Angeles, CA On: 3/8/2023

LIVE NATION WORLDWIDE INC.  
Per:

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*kimberly tobias*  
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Authorized Signatory