

C A N A D A

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT  
(Class Action)

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NO: 500-06-000754-156

**STEVE ABIHSIRA**  
Plaintiff  
-vs-  
**STUBHUB, INC.**  
and  
**EBAY, INC.**  
and  
**VIVID SEATS, LLC**  
and  
**SEATGEEK, INC.**  
and  
**FANXCHANGE LIMITED**  
and  
**TICKETNETWORK, INC.**  
and  
**UBERSEAT**  
Settling Respondents

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**TRANSACTION AGREEMENT**  
**SCHEDULE "J" - QUESTIONS AND ANSWERS**

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**Why was a notice sent by email?**

The purpose of this notice is to inform the members of the class action group that the Plaintiff (Steve Abihisira) and STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC., FANXCHANGE LIMITED and UBERSEAT (the "**Defendants**") agreed to an amicable settlement.

**Who are the group members affected by this Settlement?**

A person is a member of the group of this class action targeted by the Settlement if such person meets all of the following conditions:

1. If you are an individual;
2. If you have purchased through the following Settling Respondents on their respective websites and/or mobile applications at least one Ticket either:
  - (a) at a price above that announced by the vendor authorized to sell the Tickets by the producer of the event; and/or,
  - (b) who paid a price higher than the price advertised by Respondents on their respective websites and/or mobile applications, excluding the Quebec sales tax or the Goods and Services Tax;

during the following periods:

- StubHub Inc.: from August 28, 2012, to January 17, 2014 or from September 1, 2015 and October 18, 2019;

- VIVID SEATS: between August 28, 2012 and October 10, 2019;
  - Vivid Seats' Subsidiary's Clients: between August 28, 2012 and October 10, 2019;
  - TICKETNETWORK: between August 28, 2012 and November 15, 2019;
  - Ticketnetwork-Third Party Marketers: between August 28, 2012 and November 15, 2019;
  - SEATGEEK (UBERSEAT): between June 24, 2016 and September 18, 2019;
  - FANXCHANGE: between August 28, 2012 and April 25, 2018;
3. If that Ticket purchase was not made in relation to the operation of a business;
  4. If that Ticket purchase was made while you were physically located in the province of Québec;

### **What does the Settlement provide for?**

Without any admission of liability, in the purpose of avoiding a trial and the additional costs and expenses related thereto, the **Defendants** agree to:

1. implement a business practice change to their on-line transaction process pursuant to which a ticket price announced to a Quebec consumer at the first step of said process will be the total price that the consumer is required to pay except for taxes (GST, QST) and optional costs, including paper tickets, delivery, insurance, etc. For greater clarity, the Transaction provides that the all-in price must include all amounts the consumer will have to pay to purchase the Ticket, including mandatory Ticket delivery fees that are not optional;
2. remit to each eligible member a single, non-transferable and non cash-convertible \$24.29 Credit.

### **Does the Settlement have to be approved by the Court?**

Yes. The Superior Court of Quebec will hold a hearing to decide whether to approve the Settlement on **April 30, 2020 at 9:30 a.m., in room 2.08** of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

### **Is the Plaintiff satisfied with the Settlement?**

Yes. Steve Abihira and his lawyers feel that the settlement is fair and reasonable and that it is in the interest of the members of the group. They will request that the Superior Court of Quebec approve it.

### **Who is eligible to receive a Credit?**

If you are a group member, you are automatically eligible to receive the Credit or you must complete or submit an on-line claim form.

If you are a group member who purchased at least one ticket for an event **in Quebec**, no action is necessary, you will automatically receive one Credit in your account or through the email address used to complete the purchase.

If you are a group member who did not purchase tickets for an event in Quebec, but you did purchase at least one ticket for an event **outside Quebec**, you must submit a claim in accordance with the claim process which must be approved by the Court and which is provided in the Transaction Agreement.

**What actions must be taken to receive our Credit?**

If you are a group member who purchased at least one ticket for an event in Quebec, no action needs to be taken and you will automatically receive your Credit.

If you are a group member who did not purchase tickets for an event in Quebec, but you purchased at least one ticket for an event outside Quebec, you must submit a claim in accordance with the claim process which must be approved by the Court and which is provided in the Transaction Agreement.

**When will the Credit be remitted?**

Credits will be remitted on the Reparation Date for events in Quebec and on the Reparation Date for events outside Quebec, respectively 35 days and 100 days following the date on which the Judgment Approving the Transaction becomes final.

**What about other people who may be entitled to a Credit but did not receive an email?**

Anyone who thinks that they are entitled to a Credit as a result of the Transaction Agreement but did not receive an email from any of the Settling Respondents may send an email to Class Counsel ([JZUKRAN@LPCLEX.COM](mailto:JZUKRAN@LPCLEX.COM)) within six (6) months after Notice of the Approval of the Transaction is sent. In that email, they must provide their new email address and the previous email address that they used to purchase a Ticket from the respective Settling Respondent(s) which they believe is entitled to the Credit. This is the email address they used to purchase a Ticket during the relevant Class Period. Class Counsel will then contact the Settling Respondent, who must reply within 10 days, to verify whether said Class Member is entitled to a Credit and will then contact the Class Member within 10 days to confirm whether a Credit will be provided to them.

**What is the purpose of this class action?**

Steve Abihisira instituted a class action on August 28, 2015 in the Superior Court of Quebec against the Defendants. Mr. Abihisira claims that the Defendants violated the *Consumer Protection Act* by selling tickets to events: (1) at a price higher than the price advertised on their websites (at the first step); and/or (2) at a price above that announced by the vendor authorized by the producer of the event.

The Defendants oppose the action; they claim not to be “sellers” within the meaning of the *Consumer Protection Act* and having complied at all times with the applicable laws in their business operations.