

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL
N° : 500-06-000754-156

SUPERIOR COURT
(Class Action)

STEVE ABIHSIRA

Petitioner

-vs-

STUBHUB, INC.

and

EBAY, INC.

and

VIVID SEATS LLC

and

SEATGEEK, INC.

and

FANXCHANGE LIMITED

and

TICKETNETWORK, INC.

and

UBERSEAT

Settling Respondents

TRANSACTION AGREEMENT

SCHEDULE "B" – NOTICE OF HEARING TO APPROVE THE TRANSACTION

Class Action Regarding the Online Purchase of Tickets to Events by Quebec Residents

A settlement ("**Settlement**") has been reached, subject to Court approval, between Steve Abihsira ("**Plaintiff**") and STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC. (also doing business under UBERSEAT) and FANXCHANGE LIMITED (the "**Settling Respondents**") in the context of a class action instituted by Steve Abihsira against several companies that allowed for the sale of tickets to events in and outside of Quebec (the "**Class Action**"). The practices that are alleged to be illegal are the sale of tickets: (a) at a price above that announced by the vendor authorized to sell the tickets by the producer of the event; and/or (b) at a price higher than the price advertised by Settling Respondents on their respective websites and/or mobile applications (at the first step), excluding the Quebec sales tax or the Goods and Services Tax;

This Settlement may affect your rights, whether you act or not. Please read this notice carefully.

BASIC INFORMATION

Why have I received this email?

You are receiving this email because during the class period, you have purchased through one of the Settling Respondents', the Vivid Seats' Subsidiary's Clients' or Ticketnetwork-Third Party Marketers' websites or mobile applications, using this email address as a reference, at least one ticket for an event. Therefore, you could be eligible to receive benefits under the Transaction Agreement.

The purpose of this notice is to inform you that Steve Abihira and the Settling Respondents have reached a Settlement putting an end to the Class Action. All concerned parties believe that the Settlement is the best solution to dispose fairly and equitably of the dispute; they will ask the Superior Court of Quebec to approve it.

The Superior Court of Quebec will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing, which will take place 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.

What was the purpose of the Class Action?

According to Steve Abihira, the Settling Respondents contravened the *Consumer Protection Act, RSQ, chapter P-40.1* by acting as sellers and selling tickets for events to Quebec consumers (a) at a price above that announced by the vendor authorized to sell the tickets by the producer of the event; and/or (b) at a price higher than the price advertised by Settling Respondents on their respective websites and/or mobile applications (at the first step), excluding the Quebec sales tax or the Goods and Services Tax;

These allegations have not been proven in Court and are contested by the Settling Respondents, whose position is that they have complied at all times with all applicable legislation.

Who are the group members?

You are a group member if you meet 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;

SETTLEMENT SUMMARY

What does the Settlement provide for?

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, the Settling Respondents 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 for an event in Quebec at the first step of said process will be a price inclusive of applicable Service Fees (all-in) except for taxes and optional costs or services (paper tickets, delivery, 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 and non cash-convertible CAD \$24.29 Credit applicable to the purchase of any Ticket, in full and complete settlement of the claims of the group members. Only one Credit will be available per group member; once issued, a Credit expires after three (3) years;

3- Pay class counsel fees and disbursements on top of the CAD \$24.29 Credit, in the amounts provided for at paragraph 66 of the Transaction, as well as claims administration costs not exceeding \$100,000 plus taxes, subject to Court approval.

Am I eligible to receive reparation?

If you are a group member, you could be eligible to receive one Credit.

If you are a group member who purchased at least one ticket for an event in Quebec, you are automatically eligible to receive one Credit and there is no action that you must take in order to receive it.

If you are a group member who did not purchase a ticket for an event in Quebec, but you did purchase at least one ticket for an event outside of Quebec, and you were physically located in Quebec when you effected that purchase, you could be eligible to receive a Credit if you submit a valid claim in accordance with the claim process described in the Transaction Agreement.

OPTING OUT

If you do not wish to be bound by this Settlement for any reason whatsoever, you must take steps to exclude yourself from the group, which will result in your exclusion from the Settlement.

What happens if I exclude myself?

If you exclude yourself:

1. You will not receive any benefits under the Settlement;
2. You will not be bound by the Class Action and could exercise valid rights of action;
3. You will not be able to object to this Settlement.

What happens if I do not exclude myself?

If you do not exclude yourself:

1. You are eligible to receive benefits under this Settlement;
2. You will be bound by the Class Action;
3. You will give up the right to take your own legal action against the Settling Respondents;
and
4. You will be able to object to the Settlement.

If you do not exclude yourself and the Settlement is approved, you give up the right to take legal action and the Settling Respondents in respect the sale of tickets: (a) at a price above that announced by the vendor authorized to sell the tickets by the producer of the event; and/or (b) at a price higher than the price advertised by Settling Respondents on their respective websites and/or mobile applications (at the first step), excluding the Quebec sales tax or the Goods and Services Tax;

How can I exclude myself?

To exclude yourself, you must send to the clerk of the Superior Court of Quebec, a duly signed request for exclusion containing the following information:

1. The Court docket number of the Class Action: *Abihisira v. StubHub et al.* C.S.M. 500-06-000754-156;
2. Your name and contact information;
3. The name of the online platform that was used to effect the purchase;
4. Your account number or the email address that was used to purchase a Ticket, if applicable;
5. If you are a group member who did not purchase a ticket for an event in Quebec, but did purchase at least one ticket for an event outside of Quebec, a declaration that the you purchased the ticket while being physically located in Quebec;

The request for exclusion must be sent by registered or certified mail before **April 17, 2020** to the Court, with copy to Class Counsel, at the following addresses:

Grefe de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montreal, Quebec H2Y 1B5

Reference:

Abihisira v. StubHub et al - Class Action C.S.M.: 500-06-000754-156

LPC Avocats
Mtre. Joey Zukran
5800 boul. Cavendish, Suite 411
Montreal, Quebec H4W 2T5

OBJECTION TO THE SETTLEMENT

You can tell the Court that you do not agree with this Settlement.

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

To present your objection to the Court, you must appear at the hearing that will be held 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.

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

No. You can object to the Settlement 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 and it is approved, will I still be eligible for a Credit?

Yes. If, despite your objection, the Settlement is still approved, you can still receive a Credit if you are eligible.

FOR MORE INFORMATION

How can I obtain more information?

For more information and access to the text of the Settlement, the schedules and the various forms, please go to the following websites:

- Settlement website: <http://collectiva.ca/en/our-cases/tickets/>
- Class Counsel : <https://lpclex.com/tickets-billets/>

You may also contact class counsel identified below. Your name and any information provided will be kept confidential. Please do not contact the Settling Respondents, or the judges of the Superior Court.

LPC Avocats
Mtre Joey Zukran
5800 Cavendish boulevard, Suite 411
Montreal, Quebec, H4W 2T5
Phone: (514) 379-1572
Email: JZUKRAN@LPCLEX.COM

If approved, another notice (email) will be published in accordance with the Transaction Agreement.

In case of discrepancies between this notice and the Transaction Agreement, the Transaction Agreement shall prevail.

The publication of this notice has been approved by the Court.