

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001072-202

SUPERIOR COURT
(Class Actions)

JANIE DESJARDINS, [REDACTED]
[REDACTED]

Applicant

-vs-

INTERNET REFERRAL SERVICES, LLC (D.B.A. TICKETS-CENTER.COM), having its head office at 16192 Coastal Hwy, Lewes, Delaware, 19958, U.S.A.

and

STUBHUB CANADA LTD. legal person having its head office at 240 Richmond Street West, Suite 4-113, Toronto, Ontario, M5V 1V6

and

STUBHUB INC. legal person having its head office at 199 Fremont Street, 4th Floor, San Francisco, California, 94105, U.S.A.

and

TICKETMASTER CANADA LP, limited partnership having an establishment at 7001 Saint-Laurent boulevard, Montreal, District of Montreal, Quebec, H2S 3E3

and

TICKETMASTER CANADA HOLDINGS ULC, limited partnership having an establishment at 7001 Saint-Laurent boulevard, Montreal, District of Montreal, Quebec, H2S 3E3

and

TICKETMASTER CANADA ULC, legal person having an establishment at 7001 Saint-Laurent boulevard, Montreal, District of Montreal, Quebec, H2S 3E3

and

TICKETMASTER LLC, legal person having a place of business at 9348 Civic Center Drive, Beverly Hills, California, 90210, U.S.A.

and

LIVE NATION ENTERTAINMENT, INC., legal person having a place of business at 9348 Civic Center Drive, Beverly Hills, California, 90210, U.S.A.

and

LIVE NATION CANADA, INC. legal person having its head office at 3rd Fl-40 Hanna Avenue, Toronto, Ontario, M6K 0C3

and

VIVID SEATS LLC, legal person having its principal office at 111 North Canal Street, Suite 800, Chicago, Illinois, 60606, U.S.A.

and

TICKETNETWORK, INC., legal person having its head office at 75 Gerber road east, South Windsor, Connecticut, 06074, U.S.A.

Defendants

**AMENDED APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF
(ARTICLES 571 AND FOLLOWING C.C.P.)**

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATES:

1. The Applicant seeks authorization to institute a class action on behalf of the following class of which she is a member, namely:

Class:

All persons who entered into a distance contract relating to a resale ticket with any of the Defendants, whose initial date of the event was cancelled and who, upon request, did not receive a refund before the new scheduled date of the event (if applicable), since June 6, 2018 (the “Class Period”).

(hereinafter referred to as the “**Class**”)

or any other Class to be determined by the Court;

2. On June 6, 2018, section 54.9.1 of Quebec’s *Consumer Protection Act* (“CPA”) came into force. This public order provision provides the following:

54.9.1. In addition to the cases provided for in sections 54.8 and 54.9, in the case of a distance contract relating to a resale ticket, the consumer may cancel the contract

(a) at any time after the date on which the event to which the ticket grants admission is cancelled, but before, if applicable, the new scheduled date of the event;

3. The Defendants are all merchants operating websites, mobile applications and call centers where consumers – while physically in the province of Quebec – can purchase tickets on the secondary market (i.e. resale tickets) for events held in Quebec and elsewhere around the world;
4. The Ticketmaster and Live Nation Defendants operate websites, mobile applications and call centers where consumers can purchase tickets both on the primary and secondary markets for events held both in the province of Quebec and elsewhere. For this group of Defendants, this action only concerns the sale of their “Fan-to-Fan Resale” tickets (which relate to the resale of tickets between fans on the secondary market, but in which Ticketmaster hides the identity of the buyer and seller from each other and earns a significant commission from this sale);
5. During the Class period, all of the Defendants entered into distance contracts with Class members relating to a resale ticket and refused to reimburse the Class members after their event was cancelled but before the new scheduled date of the event (if at all);

6. This class action seeks the cancellation of the distance contracts on behalf of all Class members pursuant to section 54.9.1 CPA and the reimbursement of the amounts they paid to the Defendants, as well as punitive damages;

I. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF (SECTION 575 C.C.P.):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

7. On April 20, 2019, the Applicant purchased two tickets from the website <http://www.tickets-center.com/> (which is owned and operated by Defendant Internet Referral Services LLC) to the Francis Cabrel concert, initially scheduled for June 22, 2020, at the National Arts Centre in Ontario, Applicant disclosing her purchase confirmation and proof of purchase in the amount of \$475.00 as Exhibit P-1;
8. The Applicant made the purchase from her computer online on the www.tickets-center.com website, while she was at her house in Gatineau, in the province of Quebec;
9. The tickets she purchased were “resale tickets”, as it appears from clause 1 of the terms of sale listed on the [tickets-center.com](http://www.tickets-center.com) website disclosed herewith as **Exhibit P-2;**
- 9.1 The tickets that the Applicant purchased were initially purchased from Ticketmaster’s website, as it appears from a copy of the tickets issued by Ticketmaster and disclosed herewith as Exhibit P-14;
10. On February 15, 2020, the Applicant received an email from orders@tickets-center.com advising her that the event was rescheduled to June 16, 2020, as it appears from **Exhibit P-3;**
11. On February 28, 2020 and on March 5, 2020, the Applicant called the phone number listed in the emails sent to her by Tickets-Center.com (1-800-361-7978) and asked them to cancel her purchase and for a full refund. Applicant discloses herewith *en liasse* the customer service emails she received saying “*Thank you for your call!*” as proof that these calls were placed on these dates as **Exhibit P-4;**
12. On both occasions when she called, Tickets-Center.com refused to cancel the contract or to reimburse the Applicant, contrary to s. 54.9.1 CPA;
- 12.1 Since the tickets were initially issued by Ticketmaster (Exhibit P-14), the Applicant also called Ticketmaster to request that they cancel the contract and reimburse her, but Ticketmaster refused and suggested that she try to resell her tickets if she could not make it to the new date;
13. It is worth emphasizing that both of these refusals to cancel the contract and

refund the Applicant were before COVID-19 essentially shut down most of North America and therefore was always the Defendants' policy and unrelated to the pandemic. Indeed, clause 5 of tickets-center.com's terms of sale (Exhibit P-2) provides that "If an event is postponed or rescheduled, your order will not qualify for a credit and your tickets will be valid for the rescheduled date", was the same before March 2020 and has therefore always been contrary to Quebec's CPA;

14. On May 6, 2020, the Applicant received an email from orders@tickets-center.com advising her that her event was cancelled once again and reschedule for June 21, 2021 (which is more than 1-year after the previously scheduled date), as it appears from **Exhibit P-5**;
15. The law provides that the Applicant must be reimbursed and the Defendant Internet Referral Services (d.b.a. Tickets-Center.com) has failed to fulfil this obligation imposed on it by the CPA. Given this failure to comply with s. 54.9.1, the Applicant hereby requests that the contract be annulled pursuant to s. 272 f) and for an amount to be determined in punitive damages, also pursuant to s. 272;

B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:

16. During the Class period, all of the Defendants violate s. 54.9.1 CPA by not allowing Quebec consumers to cancel their contracts and by refusing to give them refunds when an event was cancelled or rescheduled. As will be demonstrated in the following paragraphs, the Defendants' respective agreements and practices always contravened s. 54.9.1 CPA since this provision was enacted on June 6, 2018;
- 16.1 Although the Applicant herself does not have a personal cause of action against, or a legal relationship with, each of the Defendants, the Class contains enough members with personal causes of action against each Defendant (combined, the Defendants have likely sold tens of thousands of resale tickets to Class members since June 6, 2018). The facts and legal issues of the present action support a proportional approach to class action standing that economizes judicial resources and enhances access to justice;

(i) The StubHub Defendants

17. The Defendant StubHub Canada Ltd. was incorporated in March of 2017. It operates the www.StubHub.ca website (i.e. the Canadian version) where Class members purchased resale tickets during the Class Period. Defendant StubHub Inc. operates the www.StubHub.com website (i.e. the American version where Canadians can also purchase resale tickets) where Class members purchased resale tickets during the Class Period. For purchases made on both their websites and mobile applications, the Class members transact with and pay the StubHub Defendants directly (who conceal the identity of the seller). Applicant discloses

herewith *en liasse* as **Exhibit P-6** StubHub’s purchase policies from 2015 and 2020, showing that [...] StubHub violated s. 54.9.1 CPA by refusing to refund consumers for rescheduled events;

2015 StubHub User Agreement (clause 1 at p. 2 of 7) (Exhibit P-6)	2020 StubHub Global User Agreement (clause 11.2 at p. 7 of 83) (Exhibit P-6)
<u>Postponement: ...Refunds will not be issued for postponed events (unless they are ultimately cancelled).</u>	<u>Postponement: ... Refunds will not be issued for postponed events, unless they are ultimately canceled as stated above.</u>

17.1 As it appears from Exhibit P-6, it is clear that as of June 6, 2018, the StubHub Defendants’ policy that “Refunds will not be issued for postponed events” contravenes s. 54.9.1 CPA. Even when Class members asked (or notified) StubHub to cancel their contracts after the initial date of their event was cancelled, StubHub systemically applies their User Agreement and refuses to reimburse the Class members;

(ii) Vivid Seats LLC

17.2 The Defendant Vivid Seats LLC operates the www.vividseats.com website and mobile applications where Class members purchased resale tickets during the Class Period. For purchases made on both its website and mobile applications, the Class members transact with and pay Vivid Seats directly (who conceals the identity of the seller). Applicant discloses herewith *en liasse* as **Exhibit P-7** Vivid Seats’ Sales Terms & Conditions from 2017 and 2020, showing that Vivid Seats violated s. 54.9.1 CPA by refusing to refund consumers for rescheduled events:

2017 Vivid Seats Sales Terms (Exhibit P-7, at p. 2 of 2017 version)	2020 Vivid Seats Terms of Use (Exhibit P-7, at p. 3 of 2020 version)
<u>Cancelled and Postponed Events</u> ... <u>Postponed or rescheduled events will not be refunded.</u>	<u>Cancelled and Postponed Events</u> ... <u>Postponed or rescheduled events will not be refunded or otherwise compensated.</u>

17.3 As it appears from Exhibit P-7, it is clear that as of June 6, 2018, Vivid Seats’ policy not to refund for postponed or rescheduled events contravenes s. 54.9.1 CPA. Vivid Seats has been systemically refusing to provide refunds immediately once it was known that the initial date of the event was cancelled and when a Class member asked to be reimbursed;

(iii) Ticketnetwork, Inc.

17.4 The Defendant Ticketnetwork, Inc. operates the www.ticketnetwork.com website where Class members purchased resale tickets during the Class Period. For purchases made on its website, the Class members transact with and pay Ticketnetwork directly (who conceals the true identity of the seller). Applicant discloses herewith *en liasse* as **Exhibit P-8** Ticketnetwork’s Terms & Policies from 2015 and 2020, showing that Ticketnetwork violated s. 54.9.1 CPA by refusing to refund consumers for rescheduled events:

2015 Terms & Policies (Exhibit P-8, at p. 1 of 2015 version)	2020 Terms & Policies (Exhibit P-8, at p. 1 of 2020 version)
<u>All Sales are Final</u> <u>Since tickets are a one-of-a-kind item and not replaceable, there are no refunds, exchanges or cancellations. If an event is postponed or rescheduled, tickets will be honored for the rescheduled date.</u>	<u>General</u> ... <u>IF AN EVENT IS POSTPONED OR RESCHEDULED, and the original tickets are valid for entry at the time of the rescheduled event, your order will not qualify for a refund.</u>

17.5 As it appears from Exhibit P-8, it is clear that as of June 6, 2018, Ticketnetwork’s policy not to refund for postponed or rescheduled events contravenes s. 54.9.1 CPA. Ticketnetwork has been systemically refusing to provide refunds immediately once it was known that the initial date of the event was cancelled and when a Class member asked to be reimbursed;

(iv) Ticketmaster and Live Nation

17.6 Defendants Ticketmaster Canada Ltd., Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC and Ticketmaster LLC (hereinafter collectively referred to as “**Ticketmaster**”) are merchants operating websites, mobile applications and call centers and act as the agent for Ticket sales, on the primary and secondary markets, to those who provide events, such as venues, teams, artist representatives, fan clubs, promoters and leagues. Ticketmaster’s parent company, Live Nation Entertainment Inc. is a multibillion-dollar corporation that trades publicly on the New York Stock Exchange (NYSE: LYV). On its website (<https://www.livenation.com/ticketmaster/>), Live Nation boasts that “*Ticketmaster is the global leader in ticket management for large-scale sports and entertainment, specializing in sales, marketing, and distribution. As the largest ticket marketplace in the world, Ticketmaster is also the number one event search platform trusted by billions of live event fans*”, Applicant disclosing **Exhibit P-9**;

17.7 Ticketmaster enables Class members to purchase resale tickets on its “Fan-to-Fan Resale” platform, as it appears from **Exhibit P-10**;

17.8 During the Class Period, Ticketmaster refused to reimburse Class members who requested a refund after they learnt that their initial event date was cancelled. For instance, Ticketmaster caused an auto-reply message to respond to Class members notifying them that they wish to cancel their contracts via email or via Ticketmaster’s “chat” feature which contained the following message, as it appears from **Exhibit P-11**:

“Your event has been postponed. Hang on to your tickets and we will contact you as soon as a new date is announced. At this time, the event organizer is currently **not offering refunds...**”

17.9 Ticketmaster and Live Nation recently updated their refund policy for rescheduled events as it appears from the “Ticket Refund Plan” page of their website disclosed herewith as **Exhibit P-12**. As it appears from this policy and the FAQs, the conditions and limits imposed by Ticketmaster and Live Nation are contrary to s. 59.4.1 CPA and are therefore illegal;

17.10 Applicant discloses herewith *en liasse* as **Exhibit P-13** Ticketmaster’s purchase policies from 2016 and 2020, showing that Ticketmaster violated s. 54.9.1 CPA by systemically refusing to refund consumers for rescheduled events:

2016 Ticketmaster Purchase Policy (Exhibit P-13, at p. 2 of 4)	2020 Ticketmaster Purchase Policy (Exhibit P-13, at p. 2 of 4)
<p><u>Cancelled and Rescheduled Events</u></p> <p>...</p> <p><u>If the event was moved or rescheduled, the Event Provider may set refund limitations. Please contact us for more information or to request a refund if you cannot attend the rescheduled event. Please make sure to include/provide your account number so we can expedite your refund if applicable.</u></p>	<p><u>Cancelled and Rescheduled Events</u></p> <p>...</p> <p><u>If the event was moved, postponed, or rescheduled, the Event Provided may set refund limitations. Postponed MLB games are not eligible for refunds...</u></p>

17.11 As it appears from Exhibit P-13, it is clear that as of June 6, 2018, Ticketmaster’s policy to set “refund limitations” contravenes s. 54.9.1 CPA. Moreover, the auto-reply message filed as Exhibit P-11 and Ticketmaster’s “Ticket Refund Plan” filed as Exhibit P-12 leaves no doubt that Ticketmaster was systemically refusing to provide refunds immediately once it was known that the initial date of the event was cancelled and when a Class member asked to be reimbursed;

18. Class members wishing to cancel their purchase of resale tickets have already notified each of the Defendants named herein of their desire to cancel the contract (this notice may have come in the form of an email, telephone call or online chat with each Defendant). The Defendants chose not to cancel the contracts after receiving such notice from the Class members, as their policies not to reimburse customers is systemic. It is therefore apparent that the Defendants' policies are the same whether 100% of Class members sent a notice or only a single Class member sent a notice: no cancellation of the contract and no refunds;
19. As for the Ticketmaster and Live Nation Defendants, Exhibit P-12 shows that they updated their policy to supposedly give consumers the opportunity to obtain a refund once the new date of their cancelled (or rescheduled) event is known, but this policy is still contrary to s. 54.9.1 CPA. In fact, Ticketmaster even refuses to let Quebec consumers dispute the charges on their credit cards and puts up a fight with the credit card companies so that Quebec consumers are denied their legal right to a chargeback pursuant to s. 54.15 CPA. The Ticketmaster and Live Nation Defendants should be condemned to punitive damages for this clearly intentional and ill-spirited breach of the CPA;
20. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
 - a) Did the Defendants violate s. 54.9.1 CPA?
 - b) If so, are the Class members entitled to cancel their contracts or claim damages and in what amount?
 - c) Are Class members entitled to punitive damages pursuant to section 272 CPA?
21. All Class members are in the same position as the Applicant vis-à-vis the Defendants they contracted with;
22. The Applicant's and the Class members' damages are a direct and proximate result of the Defendants' failures to respect s. 54.9.1 CPA;
23. As such, all Class members have a common interest both in proving that there was a breach by the Defendants and in claiming the aggregate of the amounts that they are entitled to under the law;

C) THE COMPOSITION OF THE CLASS

24. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;
25. There are thousands of "resale" tickets listed on each of the Defendants' websites to events in Quebec and elsewhere;

26. The Applicant conservatively estimates the number of persons included in the Class is in the thousands during the Class Period;
27. The names and addresses of all persons included in the Class are not known to the Applicant, however, are all in the possession of the Defendants since Class members must provide their information (including an email address) before purchasing resale tickets from the Defendants;
28. Class members are very numerous and are dispersed across the province and Canada;
29. 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;
30. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) THE CLASS MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS

31. The Applicant requests that she be appointed the status of representative plaintiff for the following main reasons:
 - a) She is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
 - b) She is competent, in that he has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) Her interests are not antagonistic to those of other Class members;
32. Additionally, the Applicant respectfully adds that:
 - a) She contacted and mandated her attorneys to file the present application for the sole purpose of having her rights, as well as the rights of other Class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants' failure to respect the law;
 - b) She has the time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action;
 - c) She cooperates and will continue to fully cooperate with her attorneys, who have experience in consumer protection-related class actions;
 - d) She understands the nature of the action;

II. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

33. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages and in nullity of contract;
34. The conclusions that the Applicant wishes to introduce by way of an originating application are:

ALLOW the class action of the Representative Plaintiff and the members of the Class against the Defendants;

ANNUL the contract between the Representative Plaintiff and the Defendant Internet Referral Services, LLC (d.b.a. tickets-center.com), as well as **ANNUL** the contracts between each of the Class members and of the Defendants they contracted with and whose policy refused to allow the cancellation of said contracts;

CONDEMN the Defendants to pay the Representative Plaintiff and the Class members the amounts that they paid for their resale tickets to an event that was cancelled and **ORDER** that this condemnation be subject to collective recovery;

CONDEMN the Defendants to pay the Representative Plaintiff and Class members punitive damages in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;

CONDEMN the Defendants to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;

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 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 the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

35. The interests of justice favour that this Application be granted in accordance with its conclusions.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

AUTHORIZE the bringing of a class action in the form of an originating application in damages;

APPOINT the Applicant the status of Representative Plaintiff of the persons included in the Class herein described as:

Class:

All persons who entered into a distance contract relating to a resale ticket with any of the Defendants, whose initial date of the event was cancelled and who, upon request, did not receive a refund before the new scheduled date of the event (if applicable), since June 6, 2018 (the "Class Period").

or any other Class to be determined by the Court;

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

- a) Did the Defendants violate s. 54.9.1 CPA?
- b) If so, are the Class members entitled to cancel their contracts or claim damages and in what amount?
- c) Are Class members entitled to punitive damages pursuant to section 272 CPA?

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

ALLOW the class action of the Representative Plaintiff and the members of the Class against the Defendants;

ANNUL the contract between the Representative Plaintiff and the Defendant Internet Referral Services, LLC (d.b.a. tickets-center.com), as well as **ANNUL** the contracts between each of the Class members and of the Defendants they contracted with and whose policy refused to allow the cancellation of said contracts;

CONDEMN the Defendants to pay the Representative Plaintiff and the Class members the amounts that they paid for their resale tickets to an event that was cancelled and **ORDER** that this condemnation be subject to collective recovery;

CONDEMN the Defendants to pay the Representative Plaintiff and Class members punitive damages in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;

CONDEMN the Defendants to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation

be subject to collective recovery;

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 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 the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

DECLARE that all members of the Class that have not requested their exclusion, be bound by any judgement to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgement to be rendered herein;

ORDER the publication of a notice to the members of the Class in accordance with article 579 C.C.P. within sixty (60) days from the judgement to be rendered herein in the "News" sections of the Saturday editions of La Presse, the Journal de Montréal and the Montreal Gazette;

ORDER the Defendants to send an Abbreviated Notice by e-mail to each Class member, to their last known e-mail address, with the subject line "Notice of a Class Action";

RENDER any other order that this Honourable Court shall determine;

THE WHOLE with costs including publication fees.

Montreal, June 1, 2020

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Mtre Joey Zukran

Attorney for the Applicant

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C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Actions)

NO: 500-06-001072-202

JANIE DESJARDINS

Applicant

-vs-

INTERNET REFERRAL SERVICES, LLC
(D.B.A. TICKETS-CENTER.COM)

ET ALS.

Defendants

AMENDED LIST OF EXHIBITS

Exhibit P-1: Copy of Applicant's purchase confirmation dated April 20, 2019;

Exhibit P-2: Copy of the Terms of sale on Tickets-center.com;

Exhibit P-3: Copy of email dated February 15, 2020, sent to Applicant;

Exhibit P-4: *En liasse*, copies of emails dated February 28, 2020 and March 5, 2020, sent to Applicant;

Exhibit P-5: Copy of email dated May 6, 2020, sent to Applicant;

Exhibit P-6: *En liasse*, copies of StubHub's user agreements from 2015 and 2020;

Exhibit P-7: *En liasse*, copies of Vivid Seats' Sales Terms & Conditions from 2017 and 2020;

Exhibit P-8: *En liasse*, copies of Ticketnetwork's Terms & Policies from 2015 and 2020;

Exhibit P-9: Screen capture of the Live Nation/Ticketmaster website: <https://www.livenation.com/ticketmaster/>;

Exhibit P-10: Screen capture concerning Ticketmaster’s “Fan-to-Fan Resale” website;

Exhibit P-11: Copy of auto-reply message sent by Ticketmaster to Class members in April 2020;

Exhibit P-12: Copy of Ticketmaster’s “Ticket Refund Plan” webpage;

Exhibit P-13: En liasse, copies of Ticketmaster’s purchase policies from 2016 and 2020;

Exhibit P-14: Copy of the Ticketmaster tickets purchased by Applicant.

These exhibits are available on request.

Montreal, June 1, 2020

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Mtre Joey Zukran

Attorney for the Applicant

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Applicant

-VS.-

INTERNET REFERRAL SERVICES, LLC
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Defendants

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BRINGING OF A CLASS ACTION AND TO APPOINT
THE STATUS OF REPRESENTATIVE PLAINTIFF**
(ARTICLES 571 AND FOLLOWING C.C.P.)

ORIGINAL

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N/D: JZ-215