

## **SETTLEMENT AGREEMENT AND RELEASE**

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This Settlement Agreement and Release (“**Agreement**”) is entered into as of the last date on the signature page by and between Valérie Richard, individually and as proposed representative of the Class defined below (the “**Plaintiff**”), and Ticketmaster Canada LP, Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC and Ticketmaster LLC (collectively, the “**Defendants**” and, collectively with the Plaintiff, the “**Parties**”);

## I. RECITALS

- A. **WHEREAS** on March 21, 2023, an *Application to authorize the bringing of a class action and to appoint the status of representative plaintiff* was filed by a Quebec consumer in the Québec Superior Court file no. 540-06-000019-234 (the “**Application for Authorization**”) against the Defendants in relation to the description made on the Ticketmaster Platforms (*as defined below*) of Platinum Tickets (*as defined below*);
- B. **WHEREAS** on March 23, 2023, the Application for Authorization was amended to add allegations regarding the Resale Floor Price (*as defined below*) and to designate the Plaintiff as the proposed Class Representative (the “**Amended Application for Authorization**”);
- C. **WHEREAS** on January 22, 2024, the Court granted the Plaintiff’s *Demande de la demanderesse pour transfert de district judiciaire*, and transferred the Amended Application for Authorization to Québec Superior Court File no. 500-06-001294-244;
- D. **WHEREAS** on April 10, 2024, the Amended Application for Authorization was amended (the “**Re-Amended Application for Authorization**”, and, together with the Application for Authorization and the Amended Application for Authorization, the “**Class Action**”);
- E. **WHEREAS** the Class Action alleges that the:

- a. Defendants' use of the word "Platinum" and the expression "some of the best seats in the house" to describe Platinum Tickets contravenes sections 218, 219 and 239 a) of the *Consumer Protection Act*, CQLR, c. P-40.1 (the "**CPA**") and section 52 of the *Competition Act*, RSC, 1985, c. C-34 (the "**CA**");
- b. Defendants conceal an important fact by not disclosing the existence of another planned date for the same event (the "**Additional Showing**") prior to selling tickets for the first announced date for that event (the "**First Showing**"), in contravention of section 228 of the CPA; and
- c. The Resale Floor Price contravenes section 45 of the CA and article 1457 of the *Civil Code of Québec* (the "**CCQ**").

F. **WHEREAS** the Class Action proposed the following classes:

*All persons in Canada who purchased an "Official Platinum" ticket from Ticketmaster's website or mobile application; or any other class to be determined by the Court.*

*All persons in Canada who purchased any type of ticket from Ticketmaster's website or mobile application to an event for which Ticketmaster had an agreement with the event organizer that fixed a floor price for resale; or any other subclass to be determined by the Court. (the "**Putative Classes**" or "**Putative Class Members**")*

G. **WHEREAS** the Class Action has not been authorized, and the authorization hearing was scheduled for April 11, 2024, and was postponed by the Court at the request of the Parties given the settlement discussions between them;

H. **WHEREAS** no notice has been sent to Putative Class Members;

- I. **WHEREAS** the Plaintiff believes that the Class Action is valid and well-founded; however, the Defendants deny any wrongdoing or liability in relation to the Class Action and intend to raise numerous affirmative defences;
- J. **WHEREAS** based on an analysis of the Class Action, taking into account the risks, burdens and expense of litigation, including the risk and uncertainty associated with a lengthy trial and possible appeals, as well as the fair, cost-effective and assured method of resolving the Settled Claims (*as defined below*) provided for in this Agreement, the Plaintiff and Class Counsel (*as defined below*) have concluded that this Agreement and the settlement it contains (the “**Settlement**”) provides benefits to the Settlement Class Members (*as defined below*) and is fair, reasonable and in the best interest of the Settlement Class Members;
- K. **WHEREAS** the Defendants 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 Settled Claims raised by the Settlement Class Members, and they have concluded that this Agreement in its entirety is fair and reasonable;
- L. **WHEREAS** the Parties wish to compromise and settle all issues pertaining to the Settled Claims and ensure that there are no further proceedings, actions or disputes between them with regard to the Settled Claims, and intend that this Agreement be so construed;
- M. **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 (*as defined below*);
- N. **WHEREAS** the Defendants make the following representations regarding the Platinum Tickets:

- a. The majority of the Platinum Tickets are located in the sections closest to the stage, i.e., the 100 and Floor sections;
- b. Approximately twelve thousand (12,000) unique individuals with a billing address in Québec purchased Platinum Ticket(s) located outside of the 100 and the Floor sections during the Class Period (*as defined below*);
- c. The aggregate “lift”, i.e., the additional amount paid for a Platinum Ticket, for these twelve thousand (12,000) unique individuals represents approximately two million Canadian dollars (CA\$2,000,000).

O. **WHEREAS** this Agreement provides for the payment by the Defendants of a fixed and maximum all-inclusive amount of one million Canadian dollars (CA\$1,000,000) (the “**Settlement Amount**”), which shall be used to pay the following amounts on behalf of the Settlement Class:

- a) Settlement Expenses (*as defined below*);
- b) Class Counsel Fees (*as defined below*);
- c) Individual Compensation (*as defined below*) to Settlement Class Members, based on the Compensation Amount (*as defined below*).
- d) Special Circumstances Claims (*as defined below*) to eligible Settlement Class Members;

P. **WHEREAS** the Plaintiff and Class Counsel undertake to reimburse any advances received by the Fonds (*as defined below*) in connection with the Class Action pursuant to section 30 of the *Act respecting the Fonds d’aide aux actions collectives*, CQLR, c. F-3.2.0.1.1 (the “**Act respecting the Fonds**”);

Q. **WHEREAS** the Parties desire and intend to seek the Court's authorization of the Class Action for settlement purposes only on the basis of the Settlement Class only and approval of the Settlement in the Class Action on behalf of the Settlement Class;

R. **WHEREAS** the Parties agree that the Settlement Class Members will be adequately informed of this Settlement and the authorization of the Class Action for settlement purposes only by notices sent to them, in the form and manner set out in this Agreement;

S. **WHEREAS** this Agreement does not reduce, or settle in any way, the rights, recourses or claims, if any, of any other Putative Class Members who are not included in the Settlement Class and will be free to pursue any claim they may have against the Defendants;

**NOW THEREFORE** it is agreed that in consideration of the promises and mutual covenants set forth in this Agreement, the Settled Claims 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) **"Approval Application"** means the application brought by the Plaintiff in the Class Action for approval of the Settlement and of Class Counsel Fees and the form and means of dissemination of the Approval Notice, and ancillary relief, pursuant to paragraphs **19 to 22** of this Agreement;

- (b) “**Approval Order**” means the Court order approving this Agreement and the Settlement herein, the form and means of dissemination of the Approval Notice, and the manner in which Special Circumstances Claims can be filed within the Special Circumstances Claims Deadline with the Settlement Administrator, and providing other ancillary relief;
- (c) “**Approval Notice**” means the notice to the Settlement Class of approval of the Settlement, informing Settlement Class Members of the manner in which Special Circumstances Claims can be filed within the Special Circumstances Claims Deadline with the Settlement Administrator, to be disseminated in the manner described in paragraphs 24 and following of this Agreement and in the form attached as **Schedule E** to this Agreement, or by such other means or in such other form as may be approved by the Court;
- (d) “**Charity**” or “**Charities**” means the charitable organization(s) designated by the Plaintiff to receive half of the amount of any Balance and the charitable organization(s) designated by the Defendants to receive the other half, which designations shall be subject to the approval of the Court;
- (e) “**Class Counsel**” means LPC Avocats;
- (f) “**Class Counsel Fees**” means the amount of no more than three hundred and thirty-three thousand Canadian dollars (CA\$333,000) plus GST and QST thereon (calculated at the date of invoicing), payable by the Settlement Administrator from the Settlement Amount 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 Period”** means the period between November 23, 2019, and April 21, 2023, inclusive;
- (h) **“Compensation Amount”** means the amount available for Individual Compensation and is equal to the Settlement Amount after deduction of Settlement Expenses, Class Counsel Fees, and the Special Circumstances Claims;
- (i) **“Court”** means the Superior Court of Québec, sitting in and for the District of Montréal;
- (j) **“Defence Counsel”** means Torys Law Firm LLP;
- (k) **“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;
- (l) **“E-Transfer”** means the method used by the Settlement Administrator for payment of Individual Compensation and Special Circumstances Claims, sent by Interac electronic transfer to a Settlement Class Member’s email address determined pursuant to this Agreement;
- (m) **“Fonds”** means the Fonds d’aide aux actions collectives constituted pursuant to the *Act respecting the Fonds*;

- (n) **“Fonds Levy”** means the amounts payable to the Fonds pursuant to section 1(1) of the *Act respecting the Fonds*, the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives*, CQLR, c. F-3.2.0.1.1, r. 2 (the **“Regulation respecting the percentage withheld by the Fonds”**) and applicable Québec law, if any;
- (o) **“Individual Compensation”** means any and all individual amounts paid by the Settlement Administrator on behalf of the Defendants to a Settlement Class Member pursuant to paragraphs **31** to **33** of this Agreement;
- (p) **“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 Settlement Class but who do not wish to be included in the Class Action or be bound by the terms of this Agreement if approved by the Court;
- (q) **“Opt Out Period”** means a period of at least thirty (30) days from the date the Pre-Approval Notice is first sent;
- (r) **“Platinum Ticket”** means a ticket sold to an event in the Province of Quebec on the Ticketmaster Platforms designated by Defendants as an “Official Platinum Seat”;
- (s) **“Practice Change”** means the deletion on the Ticketmaster Platforms of reference to Platinum Tickets as “some of the best seats in the house”;
- (t) **“Pre-Approval Application”** means the application that will be brought by the Plaintiff in the Class Action to ask the Court to authorize the Class Action for settlement purposes only on the basis of the Settlement Class, as set out in this Agreement, 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 **5** to **7** of this Agreement;

- (u) **“Pre-Approval Notice”** means the notice to the Settlement Class of the authorization of the Class Action for settlement purposes only on the basis of the Settlement Class, informing Settlement Class Members of the date and time for the Settlement approval hearing, and of related relief, to be disseminated in the manner described in paragraph **10** 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 authorizing the Class Action for settlement purposes only on the basis of the Settlement Class set out in this Agreement, appointing the Settlement Administrator, approving the form and means of the Pre-Approval Notice, and providing other ancillary relief pursuant to paragraphs **5** and **7** of this Agreement;
- (w) **“Releasees”** 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;
- (x) **“Releasers”** means the Plaintiff, on behalf of herself 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;

- (y) **“Resale Floor Price”** means the minimum sale price applicable to tickets for certain events when listed for sale on the secondary market (resale tickets) on the Ticketmaster Platforms;
- (z) **“Settled Claims”** means all Settlement Class Members’ claims in relation to any issue, matter or dispute that was raised in the Class Action or could have been raised in relation to the allegations in the Class Action;
- (aa) **“Settlement Administrator”** means Concilia Services Inc., subject to appointment by the Court;
- (bb) **“Settlement Amount”** means the all-inclusive fixed amount of one million Canadian dollars (CA\$1,000,000) for payment of all of the obligations of the Defendants hereunder, including without limitation Settlement Expenses, Class Counsel Fees, the amount of Individual Compensation and the amount of Special Circumstances Claims paid out;
- (cc) **“Settlement Class”** or **“Settlement Class Members”** means all consumers who purchased Platinum Ticket(s) during the Class Period on the Ticketmaster Platforms using a billing address in Québec, but not including any such ticket for a seat located in sections 100 and Floor;
- (dd) **“Settlement Expenses”** means all costs whatsoever incurred for the implementation and execution of the Settlement; without limiting the generality of the foregoing, this includes the cost of translation of this Agreement or any related documents and all of the fees and disbursements of the Settlement Administrator, settlement administration costs, fees and

costs for the dissemination of any notices, and for payment of any amounts (including fees for E-Transfers) as provided in this Agreement or ordered by the Court;

- (ee) **“Settlement Fund”** means the fund administered by the Settlement Administrator in which the Defendants will deposit the agreed upon all-inclusive Settlement Amount, less the amount of any Settlement Expenses already disbursed. Class Counsel Fees, Individual Compensation, Special Circumstances Claims and Settlement Expenses will be paid by the Settlement Administrator from the Settlement Fund;
- (ff) **“Settlement Webpage”** means the bilingual webpage specific to the Class Action and the present Settlement Agreement maintained by Class Counsel on Class Counsel’s website (<https://lpclex.com/ticketmaster-officialplatinum/>), on which relevant documents and information will be made publicly available;
- (gg) **“Settling Parties”** means, collectively, the Releasees and the Releasers;
- (hh) **“Special Circumstances Claims”** means any and all requests for a reimbursement submitted by eligible Settlement Class Members for Platinum Ticket(s) for a First Showing, thereby excluding any right to Individual Compensation, filed through the Special Circumstances Claims Form within the Special Circumstances Claims Deadline with the Settlement Administrator pursuant to this Agreement, the total amount of which Special Claims shall not exceed fifty thousand Canadian dollars (CA\$ 50,000);
- (ii) **“Special Circumstances Claims Form”** means the form to be used by the Settlement Class Members for submitting Special Circumstances Claims

online, substantially in the form attached as **Schedule D** or as approved by the Court;

(jj) **“Special Circumstances Claims Deadline”** means 30 days after the dissemination of the Approval Notices by the Settlement Administrator, by which date all Special Circumstances Claims Forms must be received by the Settlement Administrator to be considered timely, which will not be extended for any reason;

(kk) **“Ticketmaster Platforms”** means Ticketmaster Canada’s website [“www.ticketmaster.ca”](http://www.ticketmaster.ca) as well as the mobile application made available by Ticketmaster for events in Canada;

### **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 Settlement 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 in relation to the Settled Claims.

### **IV. NO ADMISSION OF LIABILITY**

3. Neither this Agreement, nor any act 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 Settled Claims, or of any wrongdoing or liability whatsoever of any of the Releasees, 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 Releasees in any civil, criminal, or administrative proceeding in any Court, administrative agency or other tribunal.

4. The Defendants have vigorously denied and continue to deny each and every allegation of liability and wrongdoing and assert that they have substantial factual and legal defences to all Settled Claims and that said Settled 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.

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

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

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

- (a) authorize the Class Action for settlement purposes only on the basis of the Settlement Class, as set out in this Agreement;
- (b) establish how Settlement Class Members wishing to be excluded from the Class Action may opt out of the Class Action;
- (c) approve the form and means by which the Pre-Approval Notice will be disseminated, in accordance with this Agreement;

- (d) appoint the Settlement Administrator;
- (e) order the Defendants to provide to the Settlement Administrator such personal information regarding Settlement Class Members as is necessary to implement this Agreement;
- (f) approve the procedure and deadline for commenting on or raising an objection to this Settlement pursuant to paragraph **22** of this Agreement;  
and
- (g) determine the date of the Settlement approval hearing.

6. 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 **5** of this Agreement.

7. 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 THE SETTLEMENT ADMINISTRATOR**

8. Within thirty (30) days following the Pre-Approval Order, the Defendants will provide to the Settlement Administrator, on a confidential basis, a list of all Settlement Class Members identified in its business records, and the most current contact information available for those persons.

9. If at any point in the settlement process the Settlement Administrator will require 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 twenty-five (25) days of the request, 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**

10. The Pre-Approval Notice will be disseminated within thirty (30) days from the date when the Pre-Approval Order is made, or as ordered by the Court, in substantially the same form as **Schedule B** attached 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, substantially in the form set out in **Schedule C**, to every Settlement Class Member, using their email address; and
- (b) Class Counsel will post the Settlement Agreement, the French and English versions of the Pre-Approval Notice, and the Pre-Approval Order on its bilingual webpage dedicated to the Class Action and on the Class Action Registry of the Superior Court of Québec.

11. The Pre-Approval Notice will provide the URL (by hyperlink where possible) for the Settlement Webpage where Settlement Class Members can obtain more information about the Class Action, the Settlement, the contact information for Class

Counsel, as well as obtain the Settlement Agreement, Pre-Approval Notice, and other relevant information or documents.

12. Within thirty (30) days from the date the Pre-Approval Order is made, the Settlement Administrator will provide written confirmation to the Parties that the Pre-Approval Notices were disseminated in accordance with subparagraph **10(a)** of this Agreement.

**D. OPTING OUT**

13. Settlement 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.

14. In order to opt out of the Class Action, Settlement Class Members must submit a completed Opt Out Form to the clerk of the Court or to Class Counsel by email within the Opt Out Period.

15. Opt Out Forms will be available on the Settlement Webpage throughout the Opt Out Period.

16. Within ten (10) days after the end of the Opt Out Period, or as soon as reasonably practical, Class Counsel and the Settlement Administrator will inform the Court and Defence Counsel of all Opt Out Forms received by them.

17. A Settlement Class Member who opts out of the Class Action shall not be entitled to make a Special Circumstances Claim, is not entitled to Individual Compensation nor to comment on or object to the Settlement Agreement.

**E. CONFIDENTIALITY**

18. Until the Pre-Approval Application is filed by Class Counsel, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose

them without the prior written consent of the Parties, except as required for the purposes of financial reporting, communications with insurers and auditors, the preparation of financial records (including tax returns and financial statements), negotiations in any parallel or related legal proceedings, and/or as necessary to give effect to the terms of the Settlement or as otherwise required by law.

## **VI. APPROVAL PROCESS**

### **A. APPROVAL APPLICATION**

19. The Plaintiff will notify and file the Approval Application at least five (5) days before the Settlement approval hearing, requesting that the Court:

- (a) declare that this Agreement is fair, reasonable and in the best interests of the Settlement Class Members; and
- (b) approve the Special Circumstances Claims registration process and the Special Circumstances Claims Deadline; and
- (c) approve this Agreement and order the Parties, the Settlement Administrator and the Settlement Class Members to comply with it.

20. 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 **19** of this Agreement.

21. The Approval Application will be notified by Class Counsel to the Fonds at least five (5) days before the Settlement approval hearing.

22. Settlement Class Members who have not opted out of the Class Action and wish 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, by the date fixed by the Court to object, a document containing the following information:

- (a) the style of cause and docket number of the Class Action: *Richard v. Ticketmaster Canada LP et al.*, S.C.M. no. 500-06-00019-234;
- (b) their full name, current address, telephone number and email address;
- (c) the e-mail address associated with their Ticketmaster account;
- (d) the reason(s) 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.

23. Class Counsel will diligently provide to Defence Counsel a copy of any such document received, which shall be filed in Court at the Settlement approval hearing.

**B. APPROVAL NOTICE**

24. The Approval Notice will be disseminated within fifteen (15) days from the Effective Date of the Settlement in substantially the same form as **Schedule E** attached 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 Approval Notice, substantially in the form set out in **Schedule E**, to every Settlement Class Member, using their email address; and

- (b) Class Counsel will post the Approval Notice on its bilingual webpage dedicated to the Class Action and on the Class Action Registry of the Superior Court of Québec.

25. The Approval Notice will provide the URL (by hyperlink where possible) for the Settlement Webpage where Settlement Class Members can obtain more information about the Class Action, the Settlement, the contact information for Class Counsel, as well as obtain the Settlement Agreement, Approval Notice, and other relevant information or documents.

26. The Approval Notice will also provide instructions to Settlement Class Members on how to make a Special Circumstances Claim within the Special Circumstances Claims Deadline and a link to the online Special Circumstances Claims Form, as further detailed in paragraphs **35** and following of this Agreement.

27. Within thirty (30) days from the date the Effective Date of the Settlement, the Settlement Administrator will provide written confirmation to the Parties that the Approval Notices were disseminated in accordance with subparagraph **24(a)** of this Agreement.

## **VII. BUSINESS PRACTICE CHANGE**

28. The Parties acknowledge that the Defendants have already implemented, on or before April 21, 2023, without any admission of liability or fault, the Practice Change, which they deem acceptable.

29. The Practice Change was a condition *sine qua non* for Plaintiff's acceptance of the present Settlement; both Plaintiff and Class Counsel recognize and accept that the applied change resolves entirely Plaintiff's allegations and claims, both individual and as representative of the Settlement Class, regarding Platinum Tickets.

## **VIII. PAYMENT OF THE SETTLEMENT AMOUNT BY THE DEFENDANTS**

30. No later than thirty (30) days after the Effective Date, the Defendants shall pay the Settlement Amount to the Settlement Administrator, less the amount of any Settlement Expenses already disbursed, which will be deposited into the Settlement Fund. Interest, if any, generated in the Settlement Fund will be to the benefit of the Settlement Class Members.

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

### **A. INDIVIDUAL COMPENSATION**

31. Within seven (7) days of the Special Circumstances Claims Deadline, the Parties will compute the Compensation Amount in accordance with this Agreement.

32. If the amounts of Class Counsel Fees have not been finally determined by the Court before the Effective Date of the Settlement, the Parties shall deem Class Counsel Fees equal to the maximum amounts that such fees and disbursements could be pursuant to this Agreement for the purpose of determining the Compensation Amount, in application of paragraph **60** of this Agreement.

33. 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 the Defendants and who did not opt out or submit a valid Special Claim, will be entitled to receive Individual Compensation in an amount corresponding to the Compensation Amount equally divided between all Settlement Class Members entitled to receive such Individual Compensation, no matter how many Platinum Ticket(s) they purchased over the Class Period.

34. Based on the Parties' current estimation and assuming that the total amount of the Special Circumstances Claims reaches the agreed cap of fifty thousand Canadian

dollars (CA\$ 50,000) and that the Settlement Expenses are of the same amount, the Compensation Amount is estimated at five hundred five thousand Canadian dollars (CA\$ 505,000). Without excluding the Settlement Class Members who validly submitted a Special Circumstances Claim, and are thus ineligible for Individual Compensation, each of the estimated twelve thousand (12,000) Settlement Class Members would receive an Individual Compensation estimated at forty-two Canadian dollars (CA\$ 42.00), less any deductions, as described at paragraph **46** below.

**B. SPECIAL CIRCUMSTANCES CLAIMS**

35. Eligible Settlement Class Members who purchased Platinum Ticket(s) can submit a Special Circumstances Claim to obtain a refund of the Platinum Tickets they purchased for a First Showing, if they make the following attestations and provide the following documents:

- (a) During the Class Period, they purchased Platinum Ticket(s) for a First Showing of an event at a venue they had never purchased tickets for before (the “**First Tickets**”). The Ticketmaster email purchase confirmation must be provided for these First Tickets;
- (b) The First Tickets were purchased for their personal use, with no intention of reselling such First Tickets;
- (c) An Additional Showing to the same event was announced later and they did not know that the Additional Showing would be added at the time they purchased their First Tickets;
- (d) They subsequently purchased Platinum Ticket(s) for the Additional Showing. The Ticketmaster email purchase confirmation must be provided for their tickets to this Additional Showing;

- (e) They later tried listing their First Tickets for resale on the Ticketmaster Platforms or elsewhere, but were unable to resell such tickets at all (that is, they did not resell their First Tickets on the Ticketmaster Platforms or on any other platform or by any other method). Proof of listing must be provided, if available (such as the email confirming the listing is “active”); and,
- (f) When listed for resale, their First Tickets were subject to a Resale Floor Price on the Ticketmaster Platforms no less than the price they paid for them.

36. Settlement Class Members will be informed of the possibility to file a Special Circumstances Claim in the Approval Notice sent by the Settlement Administrator, providing instructions on how to make a Special Circumstances Claim, the Special Circumstances Claims Deadline and a link to the Special Circumstances Claims Form hosted on Class Counsel’s website.

37. A Settlement Class Member must submit a Special Circumstances Claim by email to the Settlement Administrator by the Special Circumstances Claims Deadline, using the Special Circumstances Claims Form. Each Special Circumstances Claim must be completed with the information as set out in this Agreement or as described in the Special Circumstances Claims Form. The Special Circumstances Claims Deadline shall be clearly set forth in the Approval Notice, on the Settlement Webpage and the Special Circumstances Claims Form.

38. Special Circumstances Claims Forms must be signed (by way of submission of the Special Circumstances Claims Form by email to the Settlement Administrator) by the Settlement Class Member who must attest to the truth and accuracy



of the information provided therein and acknowledge that knowingly submitting a false Special Claim could constitute civil or criminal fraud.

39. Special Circumstances Claims Forms will be made available online on the Settlement Webpage.

40. The Defendants shall have the right to review and validate all Special Circumstances Claims submitted by Settlement Class Members and received by the Settlement Administrator, to determine the validity of the Special Circumstances Claims, using their records.

41. If requested by the Defendants, the Settlement Administrator or Class Counsel shall have the right to contact Settlement Class Members to validate the Special Circumstances Claims.

42. Each decision made by the Defendants regarding a Special Claim will be communicated to the Settlement Administrator and Class Counsel. Issues regarding the validity of Special Claims that cannot be resolved by the Parties' counsel will be submitted to the Court.

43. The total amount paid to Class Members having submitted a valid Special Circumstances Claims Form shall not exceed fifty thousand Canadian dollars (CA\$50,000). In the event that the total amount of valid Special Circumstances Claims exceeds that amount, Special Circumstances Claims shall each be reduced accordingly and paid a pro rata amount. If less than CA\$50,000 of Special Circumstances Claims are paid, then the rest of that amount will remain in the Settlement Fund to be redistributed to the other Settlement Class Members as part of the Individual Compensation.

44. As part of the confidential settlement negotiations leading to the Settlement, the Parties have agreed that the Plaintiff's Special Circumstances Claim is pre-approved

in the amount of three thousand one hundred eighty-six Canadian dollars and thirty-seven cents (CA\$3,186.37). The Settlement Administrator shall issue payment in this amount to the Plaintiff within ten (10) days of the Effective Date of the Settlement by way of Interac E-transfer.

**C. DISTRIBUTION OF INDIVIDUAL COMPENSATION AND SPECIAL CIRCUMSTANCES CLAIMS**

45. No more than thirty (30) days after the expiry of the Special Circumstances Claims Deadline, the Settlement Administrator will pay the Individual Compensation and the Special Circumstances Claims, from the Settlement Fund by way of Interac E-Transfer to their email addresses (the “**Distribution to Settlement Class Members**”). The form and content of the email, if any, shall be determined by the Parties.

**D. BALANCE FOLLOWING THE DISTRIBUTION TO SETTLEMENT CLASS MEMBERS**

46. In the event that there is a balance in the Settlement Fund following the Distribution to Settlement Class Members and payment of the other amounts payable from the Settlement Fund under this Agreement (the “**Balance**”), the Parties shall determine whether such Balance should be further distributed to Settlement Class Members who received Individual Compensation and accepted an E-Transfer, by way of an additional E-Transfer, less any fees incurred for issuing E-Transfers. This procedure may be repeated until no Balance remains.

47. If the Parties determine that the Balance should not be further distributed to Settlement Class Members, the Settlement Administrator will pay the Fonds Levy pursuant to section 1 (1) of the *Regulation respecting the percentage withheld by the Fonds* from the Balance, before paying the remainder of the Balance to the Charities.

48. After the Settlement has been fully implemented and executed, including payment of the Fonds Levy and of the remainder of the Balance to the Charities, if any,

there shall be no surplus amount remaining for remittance, reparation or compensation to any Settlement Class Members or any private or public third party, other than what is expressly provided for in this Agreement.

## **X. PAYMENT OF FONDS LEVY**

49. The Parties agree that this Agreement provides for collective recovery with individual liquidation of the Individual Compensation and the Special Circumstances Claims, and that it is subject to the *Act respecting the Fonds*, the *Regulation respecting the percentage withheld by the Fonds* and the *Code of Civil Procedure*, CQLR, c. C-25.01 (the “**CCP**”).

50. The Parties further agree that pursuant to Québec law, including case law, the compensation offered to the Settlement Class Members does not entitle the Fonds to any percentage on such compensation.

## **XI. SETTLEMENT ADMINISTRATION AND PROCESSING**

### **A. SETTLEMENT ADMINISTRATOR’S OBLIGATIONS**

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

52. The Settlement Administrator shall communicate to the Parties its final report regarding administration of the Settlement Agreement, including an account of the Settlement Fund, no more than one hundred and twenty (120) days after the Effective Date of the Settlement (the “**Administration Report**”).

## **B. SETTLEMENT WEBPAGE**

53. Class Counsel shall ensure that the Settlement Webpage is maintained in both English and French, containing relevant information and relevant documents concerning the Class Action and the Settlement Agreement, including but not limited to, the Pre-Approval Notices and the Approval Notices in both English and French and a copy of this Agreement, the Pre-Approval Order and the Approval Order. The Settlement Webpage shall be maintained for a period of at least thirty (30) days following the date of the closing judgment, as provided in paragraph **56** of this Agreement.

54. During the period in which the Settlement Webpage must remain “live” pursuant to this Agreement, Class Counsel and the Defendants will agree upon its content. The Parties agree that the Settlement Webpage shall be in the same format and similar to the other settlement pages on Class Counsel’s website. 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.

## **C. CLOSING JUDGMENT**

55. Within thirty (30) days of the reception of the Administration Report, the Parties will submit a joint application for a closing judgment to be rendered by the Court without a hearing (the “**Closing Judgment**”).

## **XII. CLASS COUNSEL FEES**

### **A. APPROVAL BY THE COURT**

56. At the same time as the Approval Application, or at another date at Class Counsel’s discretion, Class Counsel shall seek:

- (a) approval of the Class Counsel Fees in an amount of no more than three hundred and thirty-three thousand Canadian dollars (CA\$333,000) plus GST and QST thereon (calculated at the date of invoicing); and
- (b) acknowledgment of Class Counsel's undertaking to reimburse, from Class Counsel Fees, advances received by the Fonds, estimated at sixteen thousand Canadian dollars (CA\$16,000).

57. The Defendants will not make any representations on the Class Counsel Fees, other than that they have agreed as part of the Settlement, which is fair and reasonable in the circumstances, to pay the Class Counsel Fees up to the amounts provided herein and as approved by the Court, or to answer any questions from the Court.

58. The Parties agree that the request for Class Counsel Fees is to be considered by the Court separately from its consideration of the fairness, reasonableness and adequacy of the Settlement, and that the Settlement is not conditional upon the approval of the Class Counsel Fees.

59. In the event that the Class Counsel Fees are not approved by the Court or otherwise appealed, Plaintiff agrees to not delay, defer or postpone approval of the Settlement, that the Effective Date shall occur notwithstanding any such dismissal by the Court or appeal, and is not a cause of termination of this Agreement or the Settlement.

**B. PAYMENT OF CLASS COUNSEL FEES**

60. No later than forty-five (45) days after the Effective Date or after final Court adjudication of the Class Counsel Fees Application, whichever is later, the Settlement Administrator shall pay Class Counsel the amounts of Class Counsel Fees approved by the Court. This payment shall be made from the Settlement Fund and is part of the Settlement Amount.

61. In consideration of payment of the Settlement Amount, Class Counsel will not, directly or indirectly, claim from the Defendants any other fees, costs or disbursements of any kind or based on any source, nor will Class Counsel participate or be involved, directly or indirectly, in any class action arising in whole or in part from any of the facts or causes of action alleged in the Class Action, including in this Settlement.

### **XIII. NO OTHER FEES**

62. The Defendants have no obligation whatsoever to pay any other amounts as part of the Settlement beyond the Settlement Amount.

### **XIV. TERMINATION OF THIS AGREEMENT**

#### **A. RIGHT OF TERMINATION**

63. 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 **98** of this Agreement, within thirty (30) days following the date upon which the Court's decision in that regard becomes final.

#### **B. EFFECT OF TERMINATION**

64. If this Agreement is terminated for any reason:

- (a) it, and all orders made pursuant to it, shall have no further force or effect, and shall not be binding on the Settling Parties, with the exception of paragraphs **2** and **73** of this Agreement;
- (b) the Defendants will be responsible to pay the Settlement Expenses incurred up to the date of termination 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, including without limitation, the order authorizing the proceeding to continue as a class action; and
- (ii) within ten (10) business 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.

## **XV. RELEASE AND DISMISSAL**

### **A. RELEASE**

65. Effective on the Effective Date of the Settlement, the Releasors hereby fully and finally release, acquit, remise and forever discharge the Releasees 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 Settled Claims.

**B. NO FURTHER CLAIMS**

66. None of the Releasors 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 Settled Claims could arise against any of the Releasees (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 Released Person, and each of their respective predecessors, successors, heirs and assigns) for contribution or indemnity or any other relief.

67. Plaintiff and Class Counsel irrevocably undertake not to recommence, file or institute any proceedings on the basis of the Settled Claims against the Defendants. For greater certainty, Plaintiff and Class Counsel will not bring any proceedings against the Defendants alleging that the Platinum Tickets or the Resale Floor Price violate any legislation. This undertaking is based on the Practice Change in effect as of the date of this Settlement.

**XVI. FINAL PROVISIONS**

**A. CONFIDENTIALITY OF THE SETTLEMENT**

68. 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 have the option to post links to the Settlement Webpage announcing the Settlement and/or the Court's approval of the Settlement on its firm's and professionals' social media accounts.

69. Class Counsel agrees not to disclose any confidential information obtained in the course of the settlement negotiations to anyone for any purpose, other than documents filed publicly, and agrees to ensure that no such disclosure shall be made by anyone employed by Class Counsel.

70. 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 Agreement, either by email or by telephone, and such communications shall not lose their privilege unless otherwise ordered by any Court.

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

**B. ENTIRE AGREEMENT**

72. 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.

**C. BINDING EFFECT**

73. 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.

74. Class Counsel is expressly authorized by the Plaintiff, on behalf of the Settlement Class Members, to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Agreement to effect its terms, and is expressly authorized to enter into any modifications or amendments to the Agreement with Defence Counsel on behalf of the Settlement Class Members which Class Counsel deems appropriate.

75. 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.

**D. DATA RETENTION**

76. The Settlement Administrator shall maintain and preserve records of all information collected in connection with its obligations under this Agreement until a Closing Judgment is rendered by the Court.

**E. DISPUTES AND APPLICABLE LAW**

77. 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.

78. This Agreement and the Schedules hereto shall be construed and enforced in accordance with, and governed by, the laws of Québec.

79. 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.

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

**F. MISCELLANEOUS**

81. Each of the Parties and their counsel represent and warrant that they have made no agreement with, or promise for, the Plaintiff or any other Settlement 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.

82. 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.

83. 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.

84. 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.

85. 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.

86. Except as otherwise provided herein, the Parties shall bear their own respective costs.

87. 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.

88. Nothing contained in this Agreement shall be construed as giving any consumer or user of [www.ticketmaster.ca](http://www.ticketmaster.ca), other than the Settlement Class Members, any legal or equitable right, remedy or claim under or with respect to the Agreement.

89. 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.

90. 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.

91. 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.

92. This Agreement may be executed in counterparts by the Parties hereto, and may be executed by electronic signature. 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.

93. 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.

94. The Parties agree that the Plaintiff, the 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 to provide any representation or guarantee respecting the tax consequences of this Settlement Agreement to any Settlement Class Member. Each Settlement Class Member is responsible for their tax reporting and other obligations respecting this Settlement Agreement, if any.

95. 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*. A French translation shall be posted with the English version, the cost of which shall be borne by the Defendants.

**G.**    **NOTICE**

96.            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 Joey Zukran / Mtre Léa Bruyère  
**LPC Avocats**  
276 Saint-Jacques Street, Suite 801  
Montréal (Québec) H2Y 1N3  
Telephone: 514-379-1572  
Fax: 514-221-4441  
Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com) / [lbruyere@lpclex.com](mailto:lbruyere@lpclex.com)

As to the Settlement Administrator:

**Concilia Services Inc.**  
5900 Andover, Suite 1  
Montréal (Québec) H4T-1H5  
Telephone: 1-888-770-6892  
Email: [info@conciliainc.com](mailto:info@conciliainc.com)

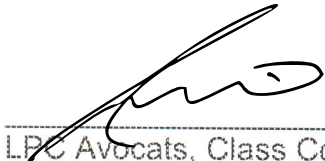
As to Defence Counsel:

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

*(the signature page follows)*

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

In Montreal On: November 14, 2024

  
\_\_\_\_\_  
LPC Avocats, Class Counsel  
Per: Joey Zukran

  
\_\_\_\_\_  
Valérie Richard, Plaintiff

In Los Angeles, CA On: November 12, 2024

TICKETMASTER CANADA LP  
Per:

*Kimberly Tobias*  
\_\_\_\_\_  
Authorized Signatory

In Los Angeles, CA On: November 12, 2024

TICKETMASTER CANADA HOLDINGS  
ULC  
Per:

*Kimberly Tobias*  
\_\_\_\_\_  
Authorized Signatory

In Los Angeles, CA On: November 12, 2024

TICKETMASTER CANADA ULC  
Per:

*Kimberly Tobias*  
\_\_\_\_\_  
Authorized Signatory



In Los Angeles, CA On: November 12, 2024

TICKETMASTER LLC  
Per:

*Kimberly Tobias*

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Authorized Signatory