

SCHEDULE B – SETTLEMENT AGREEMENT

NOTICE OF CLASS ACTION AUTHORIZATION AND SETTLEMENT APPROVAL HEARING

Class Action regarding “Official Platinum Seats” and the resale price floor applicable to some tickets on Ticketmaster platforms in Quebec

A settlement agreement (the “**Settlement**”) has been reached, subject to Court approval, in file 500-06-001294-244 of the Superior Court of Quebec (the “**Class Action**”) between the representative plaintiff Ms. Richard (the “**Plaintiff**”) and Ticketmaster Canada LP, Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC and Ticketmaster LLC (together, “**Ticketmaster**” and/or the “**Defendants**”), in the class action instituted with respect to the sale of “Official Platinum Seats” (“**Platinum Tickets**”) and the restrictions on the to resale price at which certain tickets may be listed for resale on Ticketmaster Platforms (the “**Resale Floor Price**”).

Plaintiff alleged that the Defendants acted in violation of the Quebec *Consumer Protection Act* (the “**CPA**”), the *Competition Act*, and the *Civil Code of Québec*, by using the word “Platinum” and the expression “some of the best seats in the house” to describe Platinum Tickets, and by allowing a Resale Floor Price to certain events. The Court has made no determination regarding the merits of those allegations, which Defendants deny.

On November 25, 2024, the Class Action was authorized for settlement purposes only. The settlement approval hearing will take place on **February 12, 2025**, at 9:00 a.m. in room 2.08 of the Montreal Courthouse. This Settlement may affect your rights, whether you act or not. Please read this notice carefully.

To opt out of the Settlement, you must complete and sign an Opt Out Form, and deliver it to the Clerk of the Superior Court of Québec **on or before February 7, 2025**, as described in more detail below.

BASIC INFORMATION

Why have I received this email?

You are receiving this email as, between November 23, 2019 and April 21, 2023 (the “**Class Period**”), you purchased Platinum Ticket(s) on the Ticketmaster Platforms (excluding any such ticket for a seat located in sections 100 and Floor), using this email address, and provided a billing address in the Province of Quebec at the time of that purchase.

The purpose of this notice is to inform you that the Plaintiff and the Defendants have reached a Settlement putting an end to the Class Action. Both parties believe that the Settlement is the best solution to dispose of the dispute fairly and equitably and in the best interests of those involved. They will ask the Court to approve it.

The Court will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing which will take place on **February 12, 2025** in room 2.08 of the Montreal Courthouse, located at 1 Notre-Dame Street East (the “**Hearing**”).

What was the purpose of the Class Action?

According to the Plaintiff, the Defendants contravened the CPA, the *Competition Act* and the *Civil Code of Quebec* in the manner in which they described Platinum Tickets on the Ticketmaster Platforms and by allowing a Resale Floor Price to some events.

These allegations have not been proven in Court and are denied by the Defendants, who say that they have complied with all applicable legislation at all times.

Who are the Settlement Class Members?

You are eligible to receive benefits under the Settlement Agreement if you are a Settlement Class Member.

You are a Settlement Class Member if you purchased Platinum Ticket(s) during the Class Period on the Ticketmaster Platforms (excluding any such ticket for a seat located in sections 100 and Floor) using a Quebec billing address.

If you are a Settlement Class Member and do not opt out, you are eligible to receive compensation, as described below.

SETTLEMENT SUMMARY

What does the Settlement provide for?

The Settlement provides for the payment by the Defendants of a fixed and maximum all-inclusive amount of 1 million dollars (\$1,000,000.00), which will be used to pay Individual Compensation to Settlement Class Members, Special Circumstances Claims, Settlement Expenses, and Class Counsel Fees (the "**Settlement Amount**").

Defendants will pay the Settlement Amount to a fund administered by the Settlement Administrator appointed by the Court (the "**Settlement Fund**"). Class Counsel Fees, Individual Compensation, Special Circumstances Claims and Settlement Expenses will be paid by the Settlement Administrator from the Settlement Fund.

INDIVIDUAL COMPENSATION

Each Settlement Class Member will receive compensation in a cash amount equally divided between all eligible Settlement Class Members (the "**Individual Compensation**"). Additional terms and conditions are set out in the Settlement Agreement.

Based on the current estimation and presuming that the Special Circumstances Claims reach the agreed cap of \$50,000.00 and that the Settlement Expenses are of the same amount, each Settlement Class Member could receive up to \$42.00.

SPECIAL CIRCUMSTANCES CLAIMS

Additionally, Settlement Class Members may submit a Special Circumstances Claim by the Special Circumstances Claims Deadline to be provided in a subsequent notice if and when the Settlement is approved, in order to obtain a refund (and not Individual Compensation) of the Platinum Ticket(s) they purchased for a first showing of an event (a "**First Showing**"), if they meet the following conditions:

- (a) During the Class Period, they purchased Platinum Ticket(s) for a First Showing at a venue they had never purchased tickets before (the "**First Tickets**");
- (b) An additional showing was added later, after they purchased their First Tickets (the "**Additional Showing**");
- (c) They did not know that an Additional Showing would be added;
- (d) They subsequently purchased Platinum Ticket(s) for the Additional Showing;
- (e) They later tried listing their First Tickets on the Ticketmaster Platforms or elsewhere, but were unable to resell such tickets at all;

(f) Their First Tickets were subject to a Resale Floor Price on the Ticketmaster Platforms at least equal to the price they paid for such tickets.

The total value of the Special Circumstances Claims provided for under the Settlement is capped at \$50,000.00. If the total value of approved Special Circumstances Claims exceeds this amount, each Special Circumstances Claim will be reduced proportionately. If the total value of approved Special Circumstances Claims is less than this amount, the balance will be used to increase the amount of the Individual Compensation.

DISTRIBUTION OF INDIVIDUAL COMPENSATION AND SPECIAL CIRCUMSTANCES CLAIMS

Settlement Class Members eligible for compensation under the Settlement Agreement will receive payment by way of an Interac e-transfer to the same email address at which they received this notice.

The Defendants have also already implemented a practice change by removing all reference on the Ticketmaster Platforms to Platinum Tickets being “some of the best seats in the house”.

Settlement Class Members will provide a full and complete release of their claims against the Defendants regarding Platinum Tickets and the Resale Floor Price. The Settlement Agreement does not constitute an admission of liability by the Defendants, who have agreed to the authorization and settlement of this Class Action only for the purpose of avoiding a trial and the additional costs and expenses related thereto.

The Settlement also provides that Class Counsel will seek Court approval of its Class Counsel fees and expenses of \$333,000.00, plus taxes. This amount is to be paid on top of the cash amount offered to Settlement Class Members.

OPTING OUT

If you are a member of the Settlement Class and for any reason whatsoever you do not wish to be bound by this Settlement, you must take steps to opt out of the Settlement Class. Opting out will result in your exclusion from the Settlement. Any Class Member who has commenced (prior to the expiration of the deadline to opt out) an action having the same subject matter as the Class Action is deemed to have opted out of the Class if they do not discontinue that Court action before the expiry of the deadline to opt out.

What happens if I opt out of the Settlement?

If you opt out:

1. You will not receive any benefits under the Settlement;
2. You will not be bound by the Class Action and may be able to exercise any valid rights of action at your own cost, within the deadlines prescribed by law; and,
3. You will not be able to object or comment to this Settlement.

What happens if I do not opt out of the Settlement?

If you are a member of the Settlement Class and you do not opt out:

1. You are eligible to receive benefits under this Settlement;
2. You will be bound by the Class Action and the Settlement, if approved;
3. You will give up the right to take your own personal legal action against the Defendants;
and

4. You will be able to object to the Settlement or comment on it.

If you are a member of the Settlement Class and you do not opt out and the Settlement is approved, you give up the right to take personal legal action against the Defendants concerning the manner in which Platinum Tickets were described on the Ticketmaster Platforms and the Resale Floor Price.

How can I opt out of the Settlement?

To opt out, you must complete and sign an Opt Out Form, and deliver it to the Clerk of the Superior Court of Québec **on or before February 7, 2025**, at the following address (or via email to Class Counsel listed below who will file it for you):

Clerk of the Superior Court of Québec
Montreal Courthouse (*Richard v. Ticketmaster Canada LP*, No. 500-06-001294-244)
1 Notre-Dame Street East, Room 1.120
Montreal, Quebec H2Y 1B5

The Opt Out Form is available on the Settlement website: www.lpclex.com/ticketmaster-officialplatinum.

Opt Out Forms received after February 7, 2025 will not be honoured unless ordered by the Court and you will be bound by the terms of the Settlement Agreement, including the Release provision.

OBJECTING TO THE SETTLEMENT OR COMMENTING ON IT

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

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

To present your objection to the Court or comment on the Settlement, you must send a document to Class Counsel at the address set out below by **February 7, 2025**. Your document must contain the following information:

1. The style of cause and docket number of the Class Action: *Richard v. Ticketmaster Canada LP*, S.C.M. no. 500-06-00019-234;
2. Your full name and current address, telephone number and email address;
3. The e-mail address associated with your Ticketmaster account;
4. The grounds for your objection to the Settlement or the comments you wish to make about it;
5. The full name and current address, telephone number and email address of your attorney (if any);
6. Confirmation as to whether you intend to be present at the Settlement approval hearing.

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

No. You can object to the Settlement or comment on it 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 or comment on it and it is approved, will I still be eligible for compensation?

Yes. If, despite your objection or comments, the Settlement is still approved, you can still receive compensation pursuant to the Settlement if you are eligible.

INTERVENING IN THE CLASS ACTION

A member of the Class may seek authorization from the Court to intervene in the Class Action. A member who intervenes may be required to submit to a pre-trial examination. No Class Member other than the Plaintiff or an intervenor may be required to pay legal costs arising from the class action.

FOR MORE INFORMATION

How can I obtain more information?

For more information and access to the text of the Settlement Agreement and its schedules, including the Opt Out Form, please go to the following website:

Settlement website: www.lpclex.com/ticketmaster-officialplatinum

You may also contact Class Counsel:

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LPC AVOCATS
276 Saint-Jacques Street, Suite 801
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In case of discrepancies between this notice and the Settlement Agreement, the latter shall prevail.

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