

**SCHEDULE A  
DRAFT FIRST ORDER**

Superior Court  
(Class Action Division)

CANADA

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

NO.: 500-06-000891-172

DATE:                   , 2023

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**PRESENT: THE HONORABLE MARIE-CHRISTINE HIVON, J.S.C.**

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**MARYSE NICOLAS**

Representative Plaintiff

v.

**VIVID SEATS LLC**

Defendant

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**JUDGMENT APPROVING NOTICES OF A SETTLEMENT APPROVAL HEARING  
AND APPOINTING A CLAIMS ADMINISTRATOR**

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[1] **CONSIDERING** the Court's judgment authorizing the present class action on September 6, 2018 on behalf of the following Class:<sup>1</sup>

All consumers within the meaning of the Quebec's Consumer Protection Act who purchased a ticket from Vivid Seats web site or application since November 16<sup>th</sup>, 2014;

Tous les consommateurs au sens de la Loi sur la protection des consommateurs qui ont acheté un billet à partir du site ou de l'application portable de Vivid Seats depuis le 16 novembre 2014;

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<sup>1</sup> *Nicolas c. Vivid Seats*, [2018 QCCS 3938](#).

- [2] **CONSIDERING** the *Application*: (i) for Approval of Notice to Class Members of a Settlement Approval Hearing, (ii) to Modify the Class Definition, and (iii) to Appoint a Claims Administrator dated April 3, 2023 (the “**Application**”);
- [3] **CONSIDERING** the proposed Settlement between the Parties filed as Exhibit R-1 in support of the Application (the “**Settlement**”);
- [4] **CONSIDERING** that according to the proposed Settlement, Vivid Seats addressed the issues raised in this class action and modified its website on December 29, 2017 and its mobile application on January 15, 2018;
- [5] **CONSIDERING** that, pursuant to the Application, the Plaintiff is asking the Court to:
- a) approve notices informing the Class members that the Settlement will be submitted to the Court for approval, including the deadlines for Class Members to object, as well as the dissemination plan thereof;
  - b) name Velvet Payments Inc. as the Claims Administrator; and
  - c) modify the class definition to include the end-dates as being the dates on which Vivid Seats made the changes to its website and mobile application.
- [6] **CONSIDERING** the proposed French and English versions of the Notice of Hearing (Schedule B to the Settlement);
- [7] **CONSIDERING** the submissions of counsel for the Plaintiff and counsel for the Defendant who consent to the Application;
- [8] **CONSIDERING** articles 25, 49, 579, 580, 581, 588 and 590 of the *Code of Civil Procedure*;

PAR CES MOTIFS, LE TRIBUNAL :	FOR THESE REASONS, THE COURT:
<p>[9] <b>MODIFIE</b> la définition du groupe comme suit :</p> <p>Tous les consommateurs au sens de la <i>Loi sur la protection des consommateurs</i> qui ont acheté un billet à partir du site <u>de Vivid Seats entre le 16 novembre 2014 et le 29 décembre 2017 et/ou de l'application <u>mobile</u> de Vivid Seats entre le 16 novembre 2014 et le 15 janvier 2018;</u></p>	<p><b>MODIFIES</b> the Class definition as follows:</p> <p>All consumers within the meaning of the Quebec’s <i>Consumer Protection Act</i> who purchased a ticket from <u>the Vivid Seats web site between November 16<sup>th</sup>, 2014 and December 29<sup>th</sup>, 2017 and/or the Vivid Seats mobile application between November 16<sup>th</sup>, 2014 and January 15<sup>th</sup>, 2018;</u></p>
<p>[10] <b>APPROUVE</b> la forme et le contenu de l’avis de pré-approbation aux membres du</p>	<p><b>APPROVES</b> the form and content of the pre-approval notice to Class Members in its</p>

groupe, dans sa version française et anglaise (annexe B à la Transaction);	French and English version (Schedule B to the Settlement);
<b>[11] DÉSIGNE</b> Paiement Velvet inc. à titre d'Administrateur des réclamations afin de s'acquitter des tâches qui lui incombent en vertu de la Transaction;	<b>APPOINTS</b> Velvet Payments Inc. as the Claims Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement;
<b>[12] ORDONNE</b> aux parties et l'Administrateur des réclamations de diffuser les avis de pré-approbation conformément au plan de publication prévu au plan de publication des avis (annexe 3 à la Transaction);	<b>ORDERS</b> the parties and the Claims Administrator to disseminate the pre-approval notices pursuant to the publication plan provided for in the Notice Plan (Schedule C to the Settlement);
<b>[13] ORDONNE</b> que la défenderesse divulgue à l'Administrateur des réclamations les noms, courriels et toutes les informations d'identification nécessaires des membres du groupe que la défenderesse détient, afin de : (a) faciliter la distribution des avis approuvés par le Tribunal aux membres du groupe les informant du présent jugement ainsi que de la date et des informations relatives à la demande d'approbation du règlement; et (b) faciliter le processus d'administration éventuelle des réclamations découlant de tout jugement ultérieur approuvant le règlement.	<b>ORDERS</b> that the Defendant disclose to the Claims Administrator the names, emails and all necessary identifying information of Class Members that the Defendant holds, in order to: (a) facilitate the distribution of Court-approved notices to Class Members advising them of this Judgment and the date and information relating to the Application for Settlement Approval; and (b) facilitate the process for the eventual administration of claims arising from any later judgment approving the Settlement Agreement.
<b>[14] ORDONNE</b> à l'Administrateur des réclamations de maintenir la confidentialité des informations fournies conformément au présent jugement et ne les partage pas avec toute autre personne, sauf si cela est strictement nécessaire pour exécuter le plan de notification et/ou faciliter le processus d'administration des réclamations conformément au règlement;	<b>ORDERS</b> that the Claims Administrator shall maintain confidentiality over and shall not share the information provided pursuant to this judgment with any other person, unless doing so is strictly necessary for executing the Notice Plan and/or facilitating the claims administration process in accordance with the Settlement Agreement;
<b>[15] ORDONNE</b> que l'Administrateur des réclamations utilisera les informations qui lui sont fournies en vertu du présent jugement dans le seul but d'exécuter le plan de notification et de faciliter le processus d'administration des réclamations conformément au règlement, et à aucune autre fin;	<b>ORDERS</b> that the Claims Administrator shall use the information provided to it pursuant to this judgment for the sole purpose of executing the Notice Plan and facilitating the claims administration process in accordance with the Settlement Agreement, and for no other purpose;

<p><b>[16] ORDONNE ET DÉCLARE</b> que le présent jugement constitue un jugement contraignant la production des informations par la défenderesse au sens des lois applicables en matière de vie privée, et que ce jugement satisfait aux exigences de toutes les lois applicables en matière de la protection de la vie privée;</p>	<p><b>ORDERS AND DECLARES</b> that this judgment constitutes a judgment compelling the production of the information by the Defendant within the meaning of applicable privacy laws, and that this judgment satisfies the requirements of all applicable privacy laws;</p>
<p><b>[17] DÉGAGE</b> la défenderesse de toute obligation en vertu des lois et règlements applicables en matière de protection de la vie privée en ce qui concerne la communication de toute information personnelle et/ou privée à l'Administrateur des réclamations;</p>	<p><b>RELEASES</b> the Defendant from any and all obligations pursuant to applicable privacy laws and regulations in relation to the communication of any personal and/or private information to the Claims Administrator;</p>
<p><b>[18] DÉCLARE</b> que les membres du groupe qui souhaitent s'objecter à l'approbation par le tribunal de la Transaction doivent le faire de la manière prévue dans l'avis de pré-approbation (annexe B), <b>au plus tard le 9 mai 2023</b>;</p>	<p><b>DECLARES</b> that Class Members who wish to object to Court approval of the Settlement must do so in the manner provided for in the pre-approval notice (Schedule B) <b>by May 9, 2023</b>;</p>
<p><b>[19] DÉCLARE</b> que tous les membres du groupe qui n'ont pas demandé leur exclusion sont liés par tout jugement à rendre sur l'action collective de la manière prévue par la loi;</p>	<p><b>DECLARES</b> that all Class members that have not requested their exclusion be bound by any judgement to be rendered on the class action in the manner provided for by the law;</p>
<p><b>[20] FIXE</b> la date d'audience pour l'approbation de la Transaction déposée comme pièce R-1 au <b>10 mai 2023 à 9h00, en la salle 2.08</b> du palais de justice de Montréal et via TEAMS;</p>	<p><b>SCHEDULES</b> the hearing date for approval of the Settlement filed as Exhibit R-1 on <b>May 10, 2023, at 9:00 a.m., in a room 2.08</b> of the Montreal courthouse and via TEAMS;</p>
<p><b>[21] ORDONNE</b> que la date et l'heure pour la tenue de l'audience d'approbation du règlement soient indiquées dans l'avis de pré-approbation (annexe B), bien qu'elles puissent être reportées par le Tribunal sans autre avis aux Membres du Groupe autre que l'avis qui sera affiché sur le site des avocats du groupe <a href="http://www.lpclex.com/fr/vividseats">www.lpclex.com/fr/vividseats</a>;</p>	<p><b>ORDERS</b> that the date and time of the settlement approval hearing shall be set forth in the preapproval notice (Schedule B), but may be subject to an adjournment by the Court without further publication of notice to the Class Members, other than such notice which will be posted on Class Counsel's website <a href="http://www.lpclex.com/vividseats">www.lpclex.com/vividseats</a>;</p>
<p><b>[22] LE TOUT</b>, sans frais de justice.</p>	<p><b>ALL OF WHICH</b> without legal costs.</p>

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Marie-Christine Hivon, J.S.C.

Mtre. Joey Zukran  
LPC Avocat Inc.  
Attorney for the Representative Plaintiff

Mtre. Jean Lortie  
McCarthy Tétrault  
Attorneys for the Defendant

## SCHEDULE B

### QUEBEC CLASS ACTION SETTLEMENT

#### NOTICE OF HEARING FOR SETTLEMENT APPROVAL

N° 500-06-000891-172

This notice is to all consumers in Quebec who purchased a ticket  
from Vivid Seats LLC:

- On its website between November 16, 2014 and December 29, 2017; OR
- On its mobile application between November 16, 2014 and January 15, 2018

**PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.**

**THIS CLASS ACTION HAS BEEN SETTLED, SUBJECT TO COURT APPROVAL.**

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#### AUTHORIZATION OF THE CLASS ACTION

On November 16, 2017, a class action was commenced in Quebec against Vivid Seats LLC (“**Vivid Seats**”) alleging that Vivid Seats did not properly disclose that event tickets were being sold in US Dollars, rather than Canadian Dollars. The Plaintiff was asking the Court to determine whether this alleged conduct infringed the Quebec Consumer Protection Act.

On September 6, 2018, the Honourable Benoît Moore of the Superior Court of Québec authorized the bringing of this class action against the Defendant on behalf of the following class:

*All consumers within the meaning of the Quebec’s Consumer Protection Act who purchased a ticket from Vivid Seats web site or application since November 16<sup>th</sup>, 2014.*

On or around February 26, 2019, Vivid Seats sent you a notice of the authorization judgment pursuant to the Court’s judgment of February 1, 2019.

#### PROPOSED SETTLEMENT OF THE CLASS ACTION

The parties to this class action have reached a proposed settlement (the “**Settlement Agreement**”), subject to obtaining the approval of the Superior Court of Quebec. The Settlement Agreement has a total settlement maximum of CAD \$530,250, which includes the payment of administration expenses, and the payment of Class Counsel fees and disbursements in the amount of \$120,000 in fees and disbursements (plus GST & QST) plus \$12,090.55 (including taxes) to reimburse the Fonds d’aide aux actions collectives.

The Settlement Agreement, if approved by the Court, provides that the Defendant will offer foreign exchange reimbursements, meaning a reimbursement of, at maximum, 30% of the ticket order, to the following group:

*All consumers in Quebec who purchased a ticket from Vivid Seats:*

- *On its website between November 16, 2014 and December 29, 2017; or*
- *On its mobile application between November 16, 2014 and January 15, 2018*

**(“Class” or “Class Members”)**


If a Class Member made more than one admissible Ticket Order, the first chronological order made by the Class Member will be the one eligible for a reimbursement. The reimbursement will be paid via Interac e-Transfer.

A maximum amount of \$360,000 has been allotted to make these reimbursements. In the event that the total number of valid claims exceeds this amount, they will be paid pro rata, proportionate to the value of the claim. Two percent (2%) of the reimbursement will be withheld and paid as a levy to the *Fonds d'aide aux actions collectives* as required by law.

In order to make a valid claim, Class Member claimants must submit a valid and timely online claim form attesting that when concluding their Ticket Order, they did not realize that the purchase they were making was in US Dollars.

In return for providing the reimbursements, the Defendant will receive a release from all Settlement Class Members and a declaration of a settlement out of court of the Class Action. The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of the Defendant.

## **SETTLEMENT APPROVAL HEARING**

A hearing before the Superior Court of Québec will be held on **May 10, 2023, at 9:00 a.m.**, at the Montreal courthouse located at 1, Notre-Dame East Street, Montreal, Quebec, in room **2.08**, or via a TEAMS link. This date may be subject to adjournment by the Court without further publication notice to the Class Members, other than such notice which will be posted on Class Counsel's website [www.lpclex.com/vividseats](http://www.lpclex.com/vividseats) or on the claim's administrator's website: .

**Class Members who do not oppose the proposed Settlement Agreement do not need to appear at any hearing or take any other action to indicate their desire to support the proposed Settlement Agreement.**

If you wish to **object** to the terms of the proposed Settlement Agreement:

If you disagree with the Settlement Agreement, you can object to the Settlement Agreement by delivering a written submission on or before **May 9, 2023**, filed with the Court or Class Counsel in accordance with the proposed Settlement Agreement and containing the following information:

- A heading referring to this proceeding (*Nicolas v. Vivid Seats LLC*, case no. 500-06-000891-172).
- Your name, current address, and telephone number and, if represented by counsel, the name of your counsel.
- A statement that you reside in Quebec and purchased a ticket from Vivid Seats LLC, either on their website between November 16, 2014 and December 29, 2017, or on their application between November 16, 2014 and January 15, 2018.

- A statement whether you intend to appear at the settlement approval hearing, either in person or through counsel.
- A statement of the objection and the grounds supporting the objection.
- Copies of any papers, briefs, or other documents upon which the objection is based.
- Your signature.

You must send your letter by registered mail, with a copy by email to Class Counsel ([jzukran@lpclex.com](mailto:jzukran@lpclex.com)), at the following address:

Clerk of the Superior Court of Québec  
File: 500-06-000891-172  
Montreal Courthouse  
1, Notre-Dame East Street, Suite 1.120, Montréal (Québec), H2Y 1B6

Please note that the Court cannot change the terms of the Settlement Agreement. Any objections will be used by the Court to consider whether to approve the Settlement Agreement or not.

If the Settlement Agreement is approved, another notice to Class Members will be sent explaining the how and by when to complete your online Claim.

As a Class Member, you have the right to intervene in the present Class Action, in the manner provided for by law. No Class Member other than the representative plaintiff or an intervenor may be required to pay legal costs arising from the class action.

For further information or details about the proposed Settlement Agreement, you may contact class counsel identified below. Your name and any information provided will be kept confidential. Please do not contact Vivid Seats LLC, or the judges of the Superior Court.

**Mtre Joey Zukran**

**LPC Avocat Inc.**

276 rue Saint-Jacques, Suite 801

Montréal, Québec, H2Y 1N3

Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

Website: [www.lpclex.com](http://www.lpclex.com)

You may also visit the Settlement Website at • or contact the Claims Administrator:



Tel: •

Email: •

**THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS  
HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUEBEC.**



## SCHEDULE C

### NOTICE PLAN

#### A. NOTICE OF HEARING FOR SETTLEMENT APPROVAL (“NOTICE OF HEARING”)

(1) For the purposes of this Notice Plan, the definitions found in the Settlement Agreement apply.

(2) Reference is made in this Notice Plan to the *Notice of Hearing for Settlement Approval* in English and in French (the “**Notice of Hearing**”, **Schedule B** to the Settlement Agreement), and the Notice of Court Order.

#### Notice of Hearing

(3) The Notice of Hearing shall be disseminated as follows:

(a) The Defendant will provide the Claims Administrator with a list of Class Members email addresses that they have on file, as per the Distribution Protocol.

(b) The Claims Administrator will send the Notice of Hearing (**Schedule B**) to Class Members by email, using the email addresses for Class Members provided by the Defendant. No further attempts to deliver the notice will be made if the email is undeliverable or bounces back.

(4) Once the settlement is made public by the filing of materials before the Court in connection therewith, Class Counsel will, at their expense, post the Notice of Hearing (**Schedule B**), the Settlement Agreement with its schedules and any relevant

proceedings and judgments on their firm's webpage dedicated to the present Class Action and on the Quebec Class Action Registry.

(5) Class Counsel will also have the option, at their expense, to send the Notice of Hearing (**Schedule B**) by email solely to those individuals who have previously contacted Class Counsel in this file.

(6) The Claims Administrator shall cause a Settlement Website to be created in both English and French, as detailed in the Distribution Protocol, at URLs to be approved by the Defendant. The Settlement Website will provide addresses to contact the Claims Administrator by email and mail.

### **Notice Of Court Order**

(7) The Notice of Court Order shall be disseminated as follows:

- (a) The Claims Administrator will send the Notice of Court Order to the Class by email, using the email addresses provided by the Defendant. No further attempts to deliver the notice will be made if the email is undeliverable or bounces back.
- (b) The Claims Administrator will post the Notice of Court Order on the Settlement Website.

(8) Within 10 days of the Second Order, Class Counsel will also, at their expense, post the Notice of Court Order on their firm's webpage dedicated to this Class Action.

(9) Class Counsel will also have the option, at their expense, to send the Notice of Court Order by email to individuals having previously contacted Class Counsel in this file.

**SCHEDULE D**  
**DISTRIBUTION PROTOCOL**  
**PART I – DEFINITIONS**

1. For the purposes of this Distribution Protocol, the definitions found in the Settlement Agreement apply, in addition to the following definitions:

(a) **Claim** means the request made by Class Members or their representatives for a Foreign Exchange Reimbursement as provided for in this Protocol.

(b) **Claim Form** means the information or documents agreed to by the Parties which must be submitted to the Claims Administrator by Class Members in order to claim a Foreign Exchange Reimbursement.

(c) **Online Portal** means the Portal on the Settlement Website where Class Members can complete and submit the Claim Form.

**PART II– GENERAL PRINCIPLES OF DISTRIBUTION**

2. This Distribution Protocol is intended to govern the distribution of the Available Claims Amount pursuant to (and as defined in) the Settlement Agreement.

3. All amounts expressed in this Distribution Protocol are in Canadian Dollars (CAD).

**PART III – ADMINISTRATION AND NOTIFICATION COSTS AND ORDER OF DISTRIBUTION**

4. The intention of the Parties is that the Total Settlement Maximum of \$530,250.00 will first be used to pay for the Administration Expenses (as defined in the Settlement Agreement).

5. A maximum of \$19,939.45 (taxes included) will be paid by the Defendant for Administration Expenses. To the extent the Administration Expenses exceed \$19,939.45, the excess will be paid from the Available Claims Amount prior to payment to Class Members.

6. The Claims Administrator will issue monthly invoices to Defendant (copies of which to be sent to Class Counsel) for payment of the Administration Expenses beginning after the appointment of the Claims Administrator by the Court.

7. In the 7 days prior to the distribution to Class Members, the Claims Administrator will provide to Defence Counsel and to Class Counsel a firm estimate of fees remaining to be incurred, for the purpose of determining whether the total Administration Expenses exceed or do not exceed \$19,939.45.

8. Once the Administration Expenses and the Court-approved Class Counsel Fees and Disbursements have been paid pursuant to the Settlement Agreement, the remaining Available Claims Amount will be used to pay the Foreign Exchange Reimbursements to Class Members whose claims have been accepted as valid, as provided for below.

#### **PART IV– CLAIMS ADMINISTRATOR WEBSITE**

9. Within ten (10) days of the First Order, the Claims Administrator will set up and post a website to inform Class Members about the Settlement and for the distribution of the Available Claims Amount if the Settlement is approved by the Court (“**Settlement Website**”). The Settlement Website will include:

- (a) A brief description of the Class Action;
- (b) The copies of the Settlement Agreement with its schedules and of the First Order;
- (c) The copies of the Notice of Hearing, in English and French;
- (d) The Claims Administrator’s contact information and the Class Counsel’s contact information;

10. In addition to this, within ten (10) days of the Effective Date, the Claims Administrator will add the following to the Settlement Website:

- (a) The Online Portal with the Claim Form;

(b) The copies of the eventual Notice of Court Order, in English and French;  
and

(c) The copy of the Second Order;

11. The Defendant must approve the French and English domain name (URL) used for the Settlement Website.

12. The documents available on the Settlement Website will also be made available on Class Counsel's firm website.

13. The Claims Administrator will create an email address specifically for this settlement where Class Members can contact them via email. This email service will be available as of the publication of the Notice of Hearing. The Defendant must approve the email address.

#### **PART V – INFORMATION ABOUT CLASS MEMBERS**

14. Within ten (10) business days following the First Order, Defendant will provide the Claims Administrator with a full list of Class Members. This list will include, for each Class Member (if known):

(a) The full name of the individual associated to the Ticket Order (mandatory);

(b) The email address used for the Ticket Order (mandatory);

(c) The order number of the Ticket Order;

(d) The name of the event for the Ticket Order;

(e) The date of the event for the Ticket Order;

(f) The order total (\$) of the Ticket Order.

15. The Claims Administrator will cross-reference the above list with the Class Member information that Class Counsel will provide directly to the Claims Administrator, including the information of potential Class Members that "signed up" on Class Counsel's website

dedicated to this class action. The Claims Administrator will update the information found in this list accordingly and on an ongoing basis as required.

## **PART VI – DISTRIBUTION OF THE FOREIGN EXCHANGE REIMBURSEMENTS TO CLASS MEMBERS**

16. The following describes the distribution of the Foreign Exchange Reimbursements of Class Members whose Claims are accepted by the Claims Administrator.

17. In order to receive a Foreign Exchange Reimbursement, during the Claims Period, Class Members must submit a valid and timely Claim (as described below) through an online Claim Form available on the Online Portal to the Claims Administrator by the Claims Deadline.

18. The Claims Administrator will provide a paper copy of the Claim Form upon request of Class Members who cannot complete the online Claim Form. The paper Claim Form must be postmarked no later than the Claims Deadline in order to be considered valid.

19. The Class Member claimants will include the following information in the Claim Form that was associated with the Ticket Order:

- (a) their full name;
- (b) home address;
- (c) telephone number;
- (d) email address;
- (e) Order total (\$) (if available); and
- (f) The order number (if available).

Space will be provided in the Claim Form to provide updated information to the extent the contact information of the Class Member has changed since making their Ticket Order.

20. The Claim Form will require the Class Member claimants to attest, by way of a checkbox, that when concluding their Ticket Order, they did not realize that the purchase they were making was in US Dollars. Failure to do so will render the Claim deficient.

21. To the extent a Class Member made more than one admissible Ticket Order, the first chronological order made by the Class Member will be the one eligible for the Foreign Exchange Reimbursement.

22. In the Claim Form, the Class Member claimant will provide sufficient information for the Claims Administrator to be able to establish that the claimant made a Ticket Order that is in the Class. Such information or proof should ideally include (but need not necessarily include) the order number and will be verified by the Claims Administrator against the list of individuals provided by the Defendant.

23. If a claimant is not on the list of Class Members provided by the Defendant, the Claims Administrator will make an account of this to Class Counsel and Defence Counsel. In such a case, and unless Class Counsel and Defence Counsel agree otherwise, the claimant will be asked to provide:

- (a) sufficient proof of purchase of a Ticket Order, including but not limited to the order number and confirmation email received by the Defendant with respect to the Ticket Order;
- (b) sufficient proof of that their order was made between November 16, 2014 and December 29, 2017 on Defendant's website, or between November 16, 2014 and January 15, 2018 on Defendant's mobile application;
- (c) sufficient proof of residency in Quebec; and
- (d) sufficient proof of identity.

24. The Claim Form will state that the Foreign Exchange Reimbursement will be paid via Interac e-Transfer. The Claim Form will allow Class Members to enter their up-to-date contact information, including their email and mailing address.

25. The Claim Form must be received by the Claims Administrator by the Claims Deadline to be valid.

26. In accordance with the Settlement Agreement, the Parties have allotted a maximum of \$360,000 for the Available Claims Amount (subject to reduction if the Administration Fees exceed \$19,939.45).

27. The Foreign Exchange Reimbursement to which a Class Member is entitled (where the conditions set out above are met) shall be equal to 30% of the value of their Ticket Order, minus the percentage withheld for the Fonds d'aide. However, the aggregate value of all of the valid claims may not exceed the Available Claims Amount. If the aggregate value of all of the valid claims exceeds the Available Claims Amount, then each Class Member's Foreign Exchange Reimbursement shall be reduced by a proportionate (pro rata) amount.

28. The Plaintiff's Personal Claim for her Foreign Exchange Reimbursement of 30% is included in, and will be deducted from, the Available Claims Amount prior to any pro rata reduction. The withholding that may be owed to the Fonds d'aide with respect to Plaintiff's Personal Claim is included in, and will be deducted from, the Available Claims Amount.

29. The Defendant will only be obliged to pay the amount actually and validly claimed by Class Members through the Claims Process.

30. Within twenty (20) days of the Claims Deadline, the Claims Administrator will provide to the Defendant the Claim Forms, and an organized spreadsheet of the Class Members who validly requested a Foreign Exchange Reimbursement, with the information contained in the Claim Forms, as well as the calculations of the Foreign Exchange Reimbursements, the 2% withholding for the Fonds d'aide, and the total amount that Defendant must transfer to the Claims Administrator in payment of the valid claims made and to the Fonds d'aide, to be paid from the Available Claims Amount (the "**Validly Claimed Amount**").

31. Within thirty (30) days of the Claims Deadline, the Defendant shall pay the Validly Claimed Amount to the Account in trust.



32. Within thirty (30) days of the Claims Deadline, the Claims Administrator will provide the Foreign Exchange Reimbursements to Refund Class Members whose claims have been accepted via Interac e-Transfer or cheque if requested in writing in the latter case.

33. Only one claim per Ticket Order will be accepted. If more than one claim per Ticket Order is received, the Foreign Exchange Reimbursement will be provided to the person whose information corresponds with the information provided for the Ticket Order.

34. To the extent one Ticket Order entailed the purchase of multiple tickets for different people, the Claims Administrator will only be required to provide the Foreign Exchange Reimbursement for the valid claim to the method of payment linked to the Ticket Order of the Class Member. It is up to the Class Member who received the Foreign Exchange Reimbursement to distribute any amounts that may be owing to others for their tickets. The Parties will not be liable for any such amounts.

#### **PART VII – UPDATES AND RENDERING OF ACCOUNT**

35. During the Claims Period, the Claims Administrator will provide periodic updates to Class Counsel and Defence Counsel, every two weeks or sooner in the event of material developments in the distribution process. All Parties will have full access to any and all information or documents held by the Claims Administrator and relating to the Class Action, the claims process, and/or the Settlement Agreement, except for personally identifiable information, unless otherwise ordered by the Court or otherwise provided by this Distribution Protocol.

36. Within seven (7) months following the distribution of the Settlement Amount in accordance with the Distribution Protocol and the Settlement Agreement, the Claims Administrator will issue a detailed report of its administration. The Rendering of Account will be completed with the assistance of the Defendant, who will provide reasonable information concerning the Foreign Exchange Reimbursements.

## **PART VIII – RESOLUTION OF DISPUTES**

37. The Claims Administrator's determinations regarding Claims received and the distribution of the Foreign Exchange Reimbursement are final and non-appealable. Prior to making a determination, the Claims Administrator may consult with Class Counsel and Defense Counsel to resolve any questions or uncertainties relating to such determinations.

## **PART IX – CONFIDENTIALITY**

38. All information received from Defendant or the Class Members is collected, used, and retained by the Claims Administrator and/or Class Counsel pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 for the purposes of administering their Claims.

39. All such information is also to be treated confidentially in accordance with any Confidentiality Order rendered by the Court.