

C A N A D A

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

SUPERIOR COURT  
(Class Action)

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STEVE ABIHSIRA

Petitioner

-vs-

STUBHUB, INC.

and

EBAY, INC.

and

VIVID SEATS LLC

and

SEATGEEK, INC.

and

FANXCHANGE LIMITED

and

TICKETNETWORK, INC.

and

RAZORGATOR, INC.

and

TICKETCITY, INC.

and

UBERSEAT

and

TICKETMASTER CANADA LTD.

and

TICKETMASTER CANADA ULC

and

TICKETMASTER CANADA HOLDINGS ULC

and

TICKETMASTER [...] LLC

and

TNOW ENTERTAINMENT GROUP, INC.

and

VIAGOGO AG

Respondents

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## TRANSACTION AGREEMENT

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

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

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

websites and/or mobile applications (at the first step), excluding the Quebec sales tax or the Goods and Services Tax;

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

## BASIC INFORMATION

### Why have I received this email?

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

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

The Superior Court of Quebec will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing, which will take place on March 14<sup>th</sup>, 2018 at 9:00 a.m. in room 2.08 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

### What was the purpose of the Class Action?

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

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

### Who are the group members?

You are a group member if you meet all of the following conditions:

1. If you are an individual;
2. If since August 28, 2012, you have purchased through any of VIVID SEATS, Vivid Seats Subsidiary Clients, TICKETNETWORK, SEATGEEK, FANXCHANGE and UBERSEAT at least one Ticket either:
  - (a) at a price above that announced by the vendor authorized to sell the Tickets by the producer of the event; and/or,
  - (b) who paid a price higher than the price advertised by Respondents on their respective websites and/or mobile applications, excluding the Quebec sales tax or the Goods and Services Tax;
3. If from August 28, 2012, to January 17, 2014 and since September 1, 2015, you have purchased through StubHub Inc. at least one Ticket either:

- (a) at a price above that announced by the vendor authorized to sell the Tickets by the producer of the event; and/or,
  - (b) who paid a price higher than the price advertised by Respondents on their respective websites and/or mobile applications (at the first step), excluding the Quebec sales tax or the Goods and Services Tax.
4. If that Ticket purchase was not made in relation to the operation of a business;
  5. If that Ticket purchase was made while you were physically located in the province of Québec;

### SETTLEMENT SUMMARY

#### What does the Settlement provide for?

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, the Settling Respondents agree to:

- 1- Implement a business practice change to their on-line transaction process pursuant to which a ticket price announced to a Quebec consumer for an event in Quebec at the first step of said process will be a price inclusive of applicable Service Fees (all-in) except for taxes and optional costs or services (paper tickets, delivery, etc.).
- 2- Remit to each eligible member a single, non-transferable and non cash-convertible CAD \$37.08 Coupon applicable to the purchase of any Ticket, less Class Counsel Fees, amounting to a net coupon value of \$24.29, in full and complete settlement of the claims of the group members. Only one Coupon will be available per group member; it will be non-transferable, non cash-convertible, applicable to the purchase of any Ticket only and once issued, a Coupon expires after three (3) years;

#### Am I eligible to receive reparation?

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

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

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

### OPTING OUT

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

#### What happens if I exclude myself?

If you exclude yourself:

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

**What happens if I do not exclude myself?**

If you do not exclude yourself:

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

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

**How can I exclude myself?**

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

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

The request for exclusion must be sent by registered or certified mail before March 2<sup>nd</sup>, 2018 to the Court, with copy to Class Counsel, at the following addresses:

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

**Reference:**

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

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

## OBJECTION TO THE SETTLEMENT

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

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

To present your objection to the Court, you must appear at the hearing that will be held on March 14<sup>th</sup>, 2018 at 9:00 a.m. in room 2.08 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

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

No. You can object to the Settlement without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

### If I object to the Settlement and it is approved, will I still be eligible for a Coupon?

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

## FOR MORE INFORMATION

### How can I obtain more information?

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

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

You may also call LPC Avocats at (514) 379-1572 for more information.

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

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

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