

KBG-RG-02524-2022:  
Saskatchewan Government  
Insurance v Transverto  
Technologies Inc. et  
al COURT FILE NUMBER:

QBG-RG-00679-2018



COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFF(S) CRYSTAL WATCH

DEFENDANT(S) LIVE NATION ENTERTAINMENT INC.,  
LIVE NATION WORLDWIDE INC.,  
TICKETMASTER CANADA HOLDINGS  
ULC,  
TICKETMASTER CANADA LP,  
TICKETMASTER L.L.C.,  
THE V.I.P. TOUR COMPANY,  
TICKETSNOW.COM, INC., and  
TNOW ENTERTAINMENT GROUP INC.

*Brought under The Class Actions Act*

**ORDER**

Before the Honourable Mr. Justice G. G. Mitchell in Chambers this 15<sup>th</sup> day of October, 2024.

**ON APPLICATION** made by the Plaintiff for an order conditionally amending the certification of this Proceeding as a class proceeding for settlement purposes as against the Defendants and for an order approving the Pre-Approval Notice, Notice Program and Claims Administrator.

**AND HAVING READ** the materials filed, including the Settlement Agreement dated August 8, 2024 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on reading the submissions of counsel;

**AND ON BEING ADVISED** that the parties consent to this Order;

## **THE COURT ORDERS THAT:**

1. The Settlement Agreement in its entirety is incorporated by reference in this Order. The definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order.

### **Certification**

2. The amendment of the certification of the Proceeding as a class proceeding is for settlement purposes only.
3. The Settlement Class is certified as follows:  
All individuals residing in Canada, except for Excluded Persons, who purchased one or more Tickets between September 1, 2015 and June 30, 2018.  
  
Where “Tickets” means any ticket for an event in Canada, outside of Quebec, purchased with the use of a computer through the [www.ticketmaster.ca](http://www.ticketmaster.ca) website or with the use of a mobile phone or other mobile device using a browser and the [www.ticketmaster.ca](http://www.ticketmaster.ca) website or using one of the Settling Defendants’ mobile applications.
4. Crystal Watch is hereby appointed as the representative plaintiff for the Settlement Class.
5. The causes of action asserted on behalf of the Settlement Class are set out in the Statement of Claim and include, among others, breaches of consumer protection legislation of various Canadian jurisdictions including *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 and the relief claimed by the Settlement Class is damages. The causes of action do not include the claims asserted or certified in the Trade Desk Litigation as of the Date of Execution of the Settlement Agreement.
6. The common issue for the Settlement Class in the Proceeding for settlement purposes is:  
Did the defendants, the co-conspirators, or any of them, engage in deceptive marketing practices with respect to price representations and non-optional fees that are contrary to *The Consumer Protection and Business Practices Act* and similar legislation of various

Canadian jurisdictions? If so, what damages, if any, did Settlement Class Members suffer?

### **Claims Administrator**

7. RicePoint Administration Inc. (“Ricepoint”) is hereby appointed as the Claims Administrator upon the Parties finalizing an administration services agreement with Ricepoint.
8. The Claims Administrator shall execute its obligations as set out in the Settlement Agreement and directed by the Parties, including sending the Pre-Approval Notice pursuant to the Notice Program and preparing and delivering the Opt-Out and Objection Report.
9. The expenses for the Claims Administrator are to be paid pursuant to the Settlement Agreement including expenses for the Notice Program and the Opt-Out and Objection Report.

### **Notices**

10. The short-form notice and long-form notice of the Pre-Approval Notice are hereby approved substantially in the forms attached to the Settlement Agreement as Schedules “D” and “E”.
11. The Notice Program for the Pre-Approval Notice is hereby approved substantially in the form attached to the Settlement Agreement as Schedule “F” and the Pre-Approval Notice shall be disseminated in accordance with the Notice Program.
12. The Defendants are ordered to disclose to the Claims Administrator, within 10 calendar days following the present order, a list of all Settlement Class Members and of all Credit Eligible Class Members, including their name and email address, that they have on file as part of the records kept in the ordinary course of their business.

13. This order constitutes a judgment compelling the production of the information by the Defendants within the meaning of applicable privacy laws, and satisfies the requirements of all applicable privacy laws. Defendants are released 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.
14. The Claims Administrator is ordered to maintain confidentiality over and to not share the information provided pursuant to this order with any other person, unless doing so is strictly necessary for executing the dissemination of the Pre-Approval Notice and/or facilitating the Settlement administration process in accordance with the Settlement Agreement.
15. The Claims Administrator shall use the information provided to them pursuant to this judgment for the sole purpose of executing the Notice Program and facilitating the Settlement administration process in accordance with the Settlement Agreement, and for no other purpose.
16. The Pre-Approval Notice constitutes fair and reasonable notice to the Settlement Class of the settlement approval hearing.

### **Opt-Outs**

17. Any member of the Settlement Class who wishes to opt out of the class must do so by submitting the Opt Out Form attached as Schedule "C" to the Settlement Agreement, in accordance with the procedure set out in the Settlement Agreement.
18. The Opt-Out Deadline is forty-five (45) days after the Claims Administrator sends the Pre-Approval Notice pursuant to the Notice Program.

19. Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide to Class Counsel and Counsel for the Settling Defendants a list containing the names, contact information and reasons provided for opting out (if any) of each individual who has submitted a valid Opt-Out Form as a part of the Opt-Out and Objection Report.
20. Any potential Settlement Class Member who elects to opt out of the Settlement Agreement may not also object to the Settlement Agreement unless they re-elect in writing to become a Class Member and the re-election request is received by the Claims Administrator by the Notice of Objection Deadline, or thereafter only by agreement of the parties or order of the Court.
21. If a potential Settlement Class Member elects to opt out of the Settlement Class and objects to the Settlement Agreement, the opt out election shall supersede the objection and the objection shall be deemed withdrawn.
22. No Settlement Class Member may opt-out of the Proceeding after the Opt-Out Deadline.

### **Objection Procedure**

23. The Notice of Objection Deadline for submitting objections is forty-five (45) days after the Claims Administrator sends the Pre-Approval Notice pursuant to the Notice Program.
24. Notice of objection will only be valid if it is received at the designated address in the notice described in Section 9.2(1) on or before the Notice of Objection Deadline, in the case of objections.
25. A notice of objection must contain the following information to be valid:
  - a. the potential Settlement Class Member's full name, current address, telephone number, and the e-mail address associated with their Ticketmaster account;
  - b. the grounds for the objection; and

- c. whether the potential Settlement Class Member intends to appear at the approval hearing himself/herself, or through his/her lawyer (at the potential Settlement Class Member's own expense).
26. Class Counsel may request potential Settlement Class Members that submit an election to opt out or notice of objection to provide their proof of residency and/or other proof that they are a potential Settlement Class Member.
27. No Settlement Class Member may object to the approval of the Settlement Agreement after the Notice of Objection Deadline. For greater certainty, except by order of the Court or the agreement of the parties, no Settlement Class Member may appear at the Settlement Approval Hearing and object to the approval of the Settlement Agreement if the Settlement Class Member has not provided a written objection to the Claims Administrator prior to the Notice of Objection Deadline.
28. Within seven (7) days after the Notice of Objection Deadline, the Claims Administrator shall provide to Class Counsel and Counsel for the Settling Defendants a list containing the names, contact information, grounds of objections, and other required information pursuant to the Settlement Agreement of those individuals who have validly provided a notice of objection as a part of the Opt-Out and Objection Report.

### **Settlement Approval Hearing**

29. The motion for settlement approval in this proceeding shall be heard at the Court of King's Bench for Saskatchewan located at 2425 Victoria Avenue Regina, Saskatchewan, S4P 4W6 on December 6, 2024 at 10:00 am or at such other place and time as this Court may direct.
30. At least two (2) days before the scheduled Settlement Approval Hearing, the Claims Administrator shall serve on the parties and file with the Court an affidavit:
  - a. reporting on the number of opt-out elections and re-elections received on or before the Opt-Out Deadline; and

b. compiling copies of all written objections received on or before the Objection Deadline.

31. The settlement approval hearing will be conducted: to determine whether the Settlement Agreement is fair, reasonable, and in the best interests of the Class and therefore is finally approved pursuant to section 38 of *The Class Actions Act*, S.S. 2001, c.C-12.01; to enter an order of dismissal of this proceeding with prejudice and without costs; to approve the releases as specified in the Settlement Agreement; and to rule on such other matters as the Court may deem appropriate.

**Sealing Order**

32. The Opt-Out Threshold figure as defined in the Settlement Agreement is confirmed in a separate document executed by Class Counsel and Counsel for the Settling Defendants and is to be filed separately, treated as confidential, sealed and does not form part of the public record.

**Contingent Certification**

33. In the event the Settlement Agreement is not approved by the Court, it is terminated in accordance with its terms, or otherwise fails to take effect for any reason, then the Settlement Agreement shall become null and void pursuant to its terms, and the within Order certifying this Proceeding for settlement purposes is hereby set aside, without further Order of this Court.

34. There shall be no costs of this motion.

**ISSUED** at Regina, Saskatchewan this 15<sup>th</sup> day of October, 2024.



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J. WEBSTER  
DY. LOCAL REGISTRAR

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