

Schedule "A" to Order dated October 15, 2024

**TICKETMASTER FEE DISPLAY CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

Made as of August 8, 2024

Between

**CRYSTAL WATCH**  
(the "Plaintiff")

And

**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.**  
(the "Settling Defendants")

**TICKETMASTER FEE DISPLAY CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

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**TICKETMASTER FEE DISPLAY CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

**RECITALS**

- A. WHEREAS the Proceeding was commenced by the Plaintiff in the Saskatchewan Court of King's Bench claiming class-wide damages allegedly caused as a result of the conduct alleged therein;
- B. WHEREAS the Proceeding alleges that the manner in which non-optional fees were displayed on the Settling Defendants' websites and mobile applications was contrary to the *Competition Act*, R.S.C. 1985, c. C-34 and provincial consumer protection legislation; and that the Settling Defendants engaged in anti-competitive conduct and deceptive marketing practices in relation to their TradeDesk product;
- C. WHEREAS the Proceeding was certified on November 25, 2022 in respect of the non-optional fee claims only and excluding tickets purchased to events in the province of Québec;
- D. WHEREAS the Parties engaged in mediation in late 2022 and early 2023;
- E. WHEREAS the Proceeding was subject to appeals by the Plaintiff and the Settling Defendants with leave to appeal being granted to both the Plaintiff and the Settling Defendants on July 31, 2023;
- F. WHEREAS the Alberta Action was issued but never served on any of the Settling Defendants, the time to do so under the relevant rules of court has expired, and it is a nullity;
- G. WHEREAS the Quebec Action has been stayed pending a resolution of the Proceeding;
- H. WHEREAS, with respect to tickets to events in the province of Quebec, since September 1, 2015, pursuant to the Quebec *Consumer Protection Act*, the amount of any non-optional fees has been included in the total price displayed to the consumer on Ticketmaster's website and mobile applications the first time the price of such tickets is displayed;
- I. WHEREAS the Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceeding, and otherwise deny all liability and assert that they have complete defences in respect of the merits of the Proceeding or otherwise;
- J. WHEREAS the Plaintiff, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or

construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiff's allegations, which allegations are expressly denied by the Settling Defendants;

K. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiff and the Settlement Class in the Proceeding, excluding the claims asserted or certified in the Trade Desk Litigation, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

L. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement relating to Canada;

M. WHEREAS the Settling Defendants have records of the email address which was required to be provided by each purchaser of a Ticket between September 1, 2015 and June 30, 2018;

N. WHEREAS to ensure that the litigation of the Proceeding proceeded expeditiously and efficiently since early 2018, the Plaintiff's efforts have included conferences with Class Counsel, reviewing volumes of evidence, providing materials in support of applications and submitting to cross-examination;

O. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiff have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiff, both individually and on behalf of the Settlement Class the Plaintiff represents, subject to approval of the Court;

P. WHEREAS the Plaintiff will be providing an affidavit in support of the application to approve the Settlement Agreement;

Q. WHEREAS the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analysis of the facts and law applicable to the Plaintiff's claims, having regard to the burdens and expense associated with prosecuting the Proceeding, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class;

R. WHEREAS the Parties therefore wish to and hereby finally resolve, without admission of liability, the Proceeding as against the Releasees; and

S. WHEREAS the Parties agree to proceed to obtain approvals from the Court as provided for in this Settlement Agreement, on the express understanding that such agreement shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceeding be settled and dismissed with prejudice as to the Settling Defendants, all without costs as to the Plaintiff, the Settlement Class Members, and the Settling Defendants, subject to the approval of the Court, on the following terms and conditions:

#### SECTION 1 – DEFINITIONS

For the purposes of this Settlement Agreement, including the recitals and schedules hereto:

- (1) *Action* means the Proceeding.
- (2) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiff, Class Counsel, the Settling Defendants, or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, the fees of the Claims Administrator, but excluding Class Counsel Fees and Class Counsel Disbursements.
- (3) *Agreement* means this Settlement Agreement.
- (4) *Alberta Action* means the proceedings commenced in the Alberta Court, styled *Michael Lindenbach v. Live Nation Entertainment Inc. et. Al.* bearing Court File No. 1801-01355.
- (5) *Alberta Court* means the Court of King's Bench of Alberta.
- (6) *Appeal* or *Appeals* means the appeals to the Saskatchewan Court of Appeal from the Court's certification decision in the Proceeding, bearing court file numbers CACV4119 and CACV4120.

- (7) **Approval Order** means the Court's order and / or judgment approving the Settlement Agreement.
- (8) **Bounce Back** means an email that is returned to the sender because it cannot be delivered for some reason.
- (9) **Claim** means any and all requests for a Redeemable Credit submitted by a Settlement Class Member in accordance with this Settlement Agreement.
- (10) **Claims Administrator** means the firm agreed by the parties and appointed by the Court to provide notice under the Notice Program and to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement, and any employees of such firm.
- (11) **Claims Deadline** means forty-five (45) calendar days after the Claims Administrator sends a claims form to Credit Eligible Class Members as described in Section 7.1.
- (12) **Class Counsel** means Merchant Law Group LLP.
- (13) **Class Counsel Disbursements** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceeding.
- (14) **Class Counsel Fees** means the legal fees of Class Counsel, and any applicable taxes or charges thereon.
- (15) **Counsel for the Settling Defendants** means Torys LLP.
- (16) **Court** means the Court of King's Bench for Saskatchewan.
- (17) **Credit** means a credit voucher that can be used to make a ticket purchase from the Settling Defendants in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of a value to be determined in accordance with sections 3.1 and 7.1(6) of this agreement with no expiry date, subject to certain terms and conditions.
- (18) **Credit Claiming Class Members** means a Credit Eligible Class Member who claims a benefit under this Settlement Agreement in accordance with the procedure described in Section 7.1.
- (19) **Credit Eligible Class Member** means a Settlement Class Member who purchased a Ticket from January 1, 2018 through June 30, 2018.

- (20) ***Date of Execution*** means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (21) ***Effective Date*** means the date when a Final Order has been received from the Court approving this Settlement Agreement.
- (22) ***Excluded Persons*** means the Settling Defendants, the past and present parents, subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, and the successors and assigns of the Settling Defendants.
- (23) ***Final Order*** means a final order, judgment or equivalent decree entered by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.
- (24) ***Net Settlement Amount*** means the amount available for distribution to Credit Claiming Class Members as Credits, calculated by subtracting from the Settlement Amount the total of the amounts described in Section 3.1.
- (25) ***Notice Program*** means a reasonable notice program for preparing and distributing the Pre-Approval Notice as agreed to by the Parties and approved by the Court.
- (26) ***Notice of Objection Deadline*** means forty-five (45) calendar days after the Claims Administrator sends the Pre-Approval Notice pursuant to the Notice Program.
- (27) ***Opt-Out Deadline*** means forty-five (45) calendar days after the Claims Administrator sends the Pre-Approval Notice pursuant to the Notice Program.
- (28) ***Opt-Out Form*** means the form attached as Schedule C to this Settlement Agreement or as approved by the Court.
- (29) ***Opt-Out Threshold*** means the specific number of opt outs agreed upon pursuant to Section 5.1(4) that will trigger the Settlement Defendants right to terminate this Settlement Agreement pursuant to Section 5.1(3).
- (30) ***Opt-Out and Objection Report*** means the report from the Claims Administrator of the individuals from the Settlement Class who have either validly opted-out or have validly provided a notice of objection.

- (31) **Party and Parties** means the Plaintiff, the Settling Defendants, and Class Counsel.
- (32) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (33) **Plaintiff** means Crystal Watch.
- (34) **Plaintiff Parties** means the Plaintiff and Class Counsel.
- (35) **Pre-Approval Notice** means the English and French short form notices that will be disseminated by email and the long form notices that shall be posted on a website maintained by the Claims Administrator and on Class Counsel's website.
- (36) **Pre-Approval Notice Date** means the day after the Claims Administrator sends the Pre-Approval Notice pursuant to the Pre-Approval Order and the Notice Program.
- (37) **Pre-Approval Order** means the Court's order certifying the Settlement Class for settlement purposes only and approving the Pre-Approval Notice and Notice Program.
- (38) **Proceeding** means the action commenced by Crystal Watch against the Settling Defendants in the Court, bearing Court File No. QBG-RG-00679-2018.
- (39) **Quebec Action** means the proceedings commenced in the Quebec Court, District of Montreal, styled *Kristina McPhee v. Live Nation Entertainment Inc., et al.* bearing Court File No. 500-06-000945-184.
- (40) **Quebec Court** means the Superior Court of Quebec.
- (41) **Quebec Plaintiff** means Kristina McPhee.
- (42) **Redeemable Credit** has the same meaning as Credit.
- (43) **Released Claims** means any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs,

penalties, fines, debts, expenses, counsel fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, choate or inchoate, which the Releasors ever had, now have, or hereafter can, shall or may have, representatively, derivatively, or in any other capacity, against the Releasees arising from or relating in any way to any conduct alleged or that could have been alleged in and arising from the factual predicate of the Proceeding or any amended pleading therein, from the beginning of time until the Effective Date, which shall be deemed to include but not be limited to the manner in which non-optional fees were displayed or disclosed on Ticketmaster's websites or mobile applications, but shall not include the claims asserted or certified in the Trade Desk Litigation as of the Date of Execution.

(44) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c C-44), partners, joint ventures, franchisees, dealers, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(45) **Releasors** means, jointly and severally, individually and collectively, the Plaintiff and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a parent, subsidiary, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney heir, executor, administrator, insurer, devisee, assignee, or representative of any kind, other than Persons who validly and timely opted out of the Proceeding in accordance with the orders of the Court.

(46) **Settlement Agreement** means this agreement, including the recitals and schedules.

(47) **Settlement Amount** means \$6,027,000.00.

(48) **Settlement Class** means all individuals residing in Canada, except for Excluded Persons, who purchased one or more Tickets between September 1, 2015 and June 30, 2018.

(49) **Settlement Class Member** means a member of the Settlement Class who has not opted out of the Proceeding.

(50) **Settling Defendants** means 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.

(51) **Ticket** means any ticket for an event in Canada, outside of Quebec, purchased with the use of a computer through the www.ticketmaster.ca website or with the use of a mobile phone or other mobile device using a browser and the www.ticketmaster.ca website or using one of the Settling Defendants' mobile applications.

(52) **Ticketmaster** means Ticketmaster Canada LP and any other of the Settling Defendants responsible for the www.ticketmaster.ca website or Ticketmaster mobile applications used to offer tickets to events in Canada.

(53) **Trade Desk Litigation** means the cases captioned *Gomel v. Live Nation Entertainment, Inc. et al.*, British Columbia Supreme Court File No. S1811318 (Vancouver Registry), and *Thomson-Marcial et al. v. Ticketmaster Canada Holdings ULC et al.*, Ontario Superior Court File No. CV-18-00605906-00CP.

(54) **Unknown Claims** means any and all Released Claims against the Releasees which Releasors do not know or suspect to exist in his, her, or its favour as of the Effective Date, which if known by the Releasors might have affected his, her, or its decision(s) with respect to the settlement.

## SECTION 2 – SETTLEMENT APPROVAL

### 2.1 Best Efforts

(1) The Parties shall use their best efforts and act in good faith to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Proceeding.

(2) Until the final dismissal of the Proceeding or the termination of this Agreement, whichever occurs first, the Parties agree to hold in abeyance all steps in the Action, other than

the motions provided for in this Agreement and such other matters required to implement the terms of this Agreement.

## **2.2 Motion Seeking Approval of Notice and Certification**

- (1) The Parties agree that the scope of the class certified in the Action shall be amended to conform to the Settlement Class and certified as against the Settling Defendants solely for the purposes of settlement of the Action and the approval of this Settlement Agreement by the Court.
- (2) The Plaintiff shall file a motion before the Court, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 9.1(1).
- (3) The Settling Defendants will consent to the issuance of the Pre-Approval Order described in Section 9.1(1) which shall be substantially in the form attached as Schedule A.

## **2.3 Motion Seeking Approval of the Settlement Agreement**

- (1) The Plaintiff shall make best efforts to file a motion before the Court for an order approving this Settlement Agreement as soon as practicable after the expiry of the opt-out period and notice of objection period in Section 4.1(6) and within the timelines permitted under the *King's Bench Rules*.
- (2) The Approval Order approving this Settlement Agreement shall be substantially in the form attached as Schedule B.

## **2.4 Pre-Motion Confidentiality**

- (1) Until the first of the motions required by Section 2.2(2) is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law.

## **2.5 Settlement Agreement Effective**

- (1) This Settlement Agreement shall only become final on the Effective Date.

## SECTION 3 – SETTLEMENT BENEFITS

### 3.1 Settlement Amount

- (1) The Settling Defendants shall offer to compensate Credit Eligible Class Members by offering Credits of a total value equal to the Net Settlement Amount, calculated in accordance with this section.
- (2) The fees and costs of the Settlement shall be paid from the Settlement Amount before calculation of the value of the Credits, including:
  - (a) Administration Expenses (subject to and in accordance with Section 3.1(4) below);
  - (b) The Plaintiff's honorarium as described in Section 11.3, to the extent approved by the Court; and
  - (c) Class Counsel Fees and Class Counsel Disbursements, plus any applicable sales taxes and GST, to the extent approved by the Court and as provided in Section 11 below.
- (3) The value of each Redeemable Credit to be distributed to Credit Claiming Class Members shall be determined at the expiry of the Claims Deadline in accordance with Section 7.1.
- (4) For the purposes of Section 3.1(2)(a), Administration Expenses shall be paid from the Settlement Amount up to \$200,000 inclusive of applicable taxes, with any amounts in excess to be paid equally (*i.e.*, 50% each) from the Settlement Amount and directly by the Settling Defendants. For greater certainty and as an example only, if the total Administration Expenses are \$300,000, then \$250,000 shall be paid from the Settlement Amount and \$50,000 by the Settling Defendants. Notwithstanding Sections 3.1(6) and (7), any additional amounts payable directly by the Settling Defendants under this Section 3.1(4) shall be over and above the Settlement Amount.
- (5) The Settlement Amount and any other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.

(6) For greater certainty, except as otherwise provided in this Settlement Agreement, the Settlement Amount shall be all-inclusive of all amounts, including interest, costs, Administration Expenses, Class Counsel Fees, Class Counsel Disbursements, any honorarium payment to the Plaintiff, and taxes.

(7) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceeding. After the Settlement Agreement has been implemented and executed, there shall be no surplus amount remaining for remittance, reparation or compensation to any Settlement Class Member, Class Counsel or Plaintiff other than the Redeemable Credits.

## **SECTION 4 – OPTING OUT AND OBJECTIONS**

### **4.1 Opt-Out and Objection Procedure**

(1) Potential Settlement Class Members seeking to opt out of the Proceeding or object to the settlement must do so by sending the Opt-Out Form, being a written notice, personally signed by the potential Settlement Class Member (or the potential Settlement Class Member's parent or guardian if he/she is legally incapable), by mail to the Claims Administrator at an address to be identified in the notice described in Section 9.1(1).

(2) In the case of persons seeking to opt out, they must use the Opt-Out Form attached as Schedule C. Any potential Settlement Class Member who validly opts out of the Proceedings shall not be able to participate in the Proceeding and no further right to opt out of the Proceedings will be provided.

(3) An election to opt out or notice of objection will only be valid if it is received at the designated address in the notice described in Section 9.1(1) on or before the Opt-Out Deadline (or postmarked no later than the Opt-Out Deadline), in the case of Opt-Outs, and the Notice of Objection Deadline (or postmarked no later than the Notice of Objection Deadline), in the case of objections.

(4) In the case of a notice of objection, the 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).
- (5) 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.
- (6) Within seven (7) days of the Opt-Out Deadline and the Notice of Objection Deadline, the Claims Administrator shall provide to Class Counsel and the Settling Defendants a list containing the names and contact information for each individual who has submitted an opt-out request in accordance with Section 4.1(2) and Section 4.1(3) above and each individual who has submitted an objection in accordance with Section 4.1(4) above as a part of the Opt-Out and Objection Report.
- (7) With respect to any potential Settlement Class Member who validly opts out from the Proceedings, the Settling Defendants reserve all their legal rights and defences.
- (8) The Plaintiff through Class Counsel expressly waives their right to opt-out of the Proceeding.

## **SECTION 5 – TERMINATION OF SETTLEMENT AGREEMENT**

### **5.1 Rights of Termination**

- (1) In the event that the Court:
- (a) declines to dismiss the Proceeding as against the Settling Defendants as provided in Section 6.3(1); or
  - (b) issues an order or orders which is or are not substantially in the form attached to this Settlement Agreement as Schedule B, and such orders become Final Orders;
- or in the event any order approving this Settlement Agreement does not become a Final Order, the Plaintiff and the Settling Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 12.15, within ten (10) days following an event described above. For greater certainty, failure of the Quebec Court to approve the discontinuance of the Quebec Action shall be a cause for termination hereunder.

(2) In addition, if the Credits are not provided to Credit Eligible Class Members in accordance with Sections 3.1(1) and 7.1, the Plaintiff shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 12.15 or move before the Courts to enforce the terms of this Settlement Agreement.

(3) In addition, if the number of Settlement Class Members who validly exercise their right to opt out in accordance with Section 4 exceeds the Opt-Out Threshold, then the Settling Defendants shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 12.15, within five (5) days of being provided with the Opt-Out and Objection Report described in Section 4.1(6). If the Settling Defendants do not provide said notice to terminate, then their right to terminate this Settlement Agreement pursuant to this paragraph is extinguished.

(4) The Parties hereby confirm that they have agreed upon an Opt-Out Threshold and that the Opt-Out Threshold is confirmed in a separate document executed by Class Counsel and Counsel for the Settling Defendants being Schedule G.

(5) Schedule G stating the Opt-Out Threshold shall be delivered to the Court under seal, and shall be treated by the Parties and the Court as strictly confidential and shall not be disclosed to any person other than the Parties and their respective Counsel until after the Opt-Out Deadline.

(6) Except as provided for in Section 5.4, if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

## **5.2 If Settlement Agreement is Terminated**

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

- (a) the Parties will be restored to their respective positions prior to the execution of this Settlement Agreement;
- (b) no motion to approve this Settlement Agreement that has not been decided shall proceed;

the Parties will cooperate in seeking to have all issued order(s), in the Court or the Court of Appeal for Saskatchewan, on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Person shall be estopped from asserting otherwise; and,

- (c) within ten (10) days of such termination having occurred, Class Counsel shall make reasonable efforts to destroy all documents or other materials provided by the Settling Defendants and/or Counsel for the Settling Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and/or Counsel for the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants to any other Person, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel shall provide Counsel for the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section 5.2 shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants, or received from the Settling Defendants and/or Counsel for the Settling Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the relevant Settling Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel derived from such documents or information.

### **5.3 Payments Following Termination**

- (1) If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants shall be under no obligation to make any Credits available to Settlement Class Members or make any other payments under this Settlement Agreement.

#### **5.4 Survival of Provisions After Termination**

(1) If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 5.1(6), 5.2, 5.3, 5.4, 8.1, and 8.2 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 5.1(6), 5.2, 5.3, 5.4, 8.1, and 8.2 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

### **SECTION 6 – RELEASES AND DISMISSALS**

#### **6.1 Release of Releasees**

(1) Upon the Effective Date, subject to Section 6.2, and in consideration of making available the Redeemable Credits and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, or now have.

(2) The Plaintiff and Settlement Class Members acknowledge that they may hereafter discover facts other than or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims. Nevertheless, the Plaintiff expressly, fully, finally, and forever settles and releases, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled and released, any and all Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Plaintiff acknowledges, and Settlement Class Members shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

#### **6.2 No Further Claims**

(1) Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action,

claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to legislation or at common law or equity in respect of any Released Claim. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

(2) The Releasors acknowledge that, to the extent any of them are a Credit Eligible Class Member and make a claim under the process set out in Section 7.1 below, any Credit amount they receive may be deducted from any amounts ordered or agreed to be paid in the Trade Desk Litigation.

### **6.3 Dismissal of the Proceeding and the Appeal, and discontinuance of the Quebec Action**

(1) Upon the Effective Date, the Proceeding shall be dismissed with prejudice and without costs as against any party.

(2) Within seven (7) days of the Effective Date, the Parties agree to file notices of abandonment in Form 8 with the registry of the Court of Appeal for Saskatchewan, pursuant to Rule 45 of the Court of Appeal Rules.

(3) The Parties agree that the respective abandonments of the Appeals shall be without costs.

(4) Within twenty-one (21) days of the making of the Pre-Approval Order, Class Counsel shall make an application to the Quebec Court for authorization to discontinue the Quebec Action contingent on the approval of the Settlement Agreement, without prejudice to any rights that any individual member of that proposed class may have in the present Settlement or the Trade Desk Litigation. On behalf of the Quebec Plaintiff, Class Counsel will file said discontinuance at the Quebec Court within seven (7) days of the Effective Date. The Settling Defendants hereby consent to the discontinuance of the Quebec Action, without costs.

### **6.4 The Alberta Action**

(1) Class Counsel undertake not to take any steps to proceed with the Alberta Action, including but not limited to obtaining leave of the Alberta Court to serve the action on any of the defendants therein, or serve a motion for certification under Alberta's *Class Proceedings Act*, S.A. 2003, c. C-16.5.

### **6.5 Material Term**

(1) The releases, covenants, and dismissals contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of the Court to approve the releases, covenants, and dismissals contemplated herein shall give rise to a right of termination pursuant to Section 5.1 of the Settlement Agreement.

## **SECTION 7 – DISTRIBUTION AND CONDITIONS OF CREDITS**

### **7.1 Distribution Process**

- (1) Credit Eligible Class Members will be able to obtain a Redeemable Credit through a claim process as further described in this Section 7.
- (2) Within ten (10) days of the Effective Date, a notice will be sent to Credit Eligible Class Members who have not opted-out by the Claims Administrator notifying them that the settlement has been approved and containing a hyperlink for Credit Eligible Class Members to click on if they wish to claim a Redeemable Credit. The online claims process shall allow for the identification of each Credit Eligible Class Member who clicks on said hyperlink as a Credit Claiming Class Member. The Credit Eligible Class Members shall not be required to provide any further information or take any further action. Should any email sent to a Credit Eligible Class Member result in a Bounce Back, no additional steps will be required from the Parties to communicate with the relevant class member.
- (3) All Claims by Credit Eligible Class Members must be submitted and received by the Claims Deadline. The Claims Deadline shall be clearly set forth in the notice and on the website of Class Counsel. As part of the claims process, the relevant Credit Eligible Class Member shall acknowledge that they fit the criteria for being a Credit Eligible Class Member.
- (4) Credit Eligible Class Members who do not submit a Claim by the Claims Deadline shall no longer be eligible to receive benefits under this Settlement Agreement but will be bound by the remaining terms.
- (5) Within ten (10) days of the Claims Deadline, the Claims Administrator shall provide the number of Credit Claiming Class Members to Class Counsel and Counsel for the Settling Defendants. In the event that the number of Credit Claiming Class Members is less than 10% of number of Credit Eligible Class Members, an additional notice (similar in form to the notice

described in Section 7.1(2) above) shall be sent by email to the Credit Eligible Class Members who have not yet made a valid claim with a new claims deadline twenty (20) calendar days after the Claims Administrator sends that additional notice (the “**Second Claims Deadline**”).

(6) Within sixty (60) days of the Claims Deadline (or Second Claims Deadline, in the event there is one), the Claims Administrator shall deliver via email to each Credit Claiming Class Member a Redeemable Credit of a value in Canadian Dollars equivalent to a pro rata share of the Net Settlement Amount. By way of illustrative example only, if there are 100,000 Credit Claiming Class Members, and the total fees, expenses, and taxes in Section 3.1(2) is \$2,527,000, then the Net Settlement Amount would be \$3,500,000 (*i.e.*, \$6,027,000 minus \$2,527,000), and each Credit Claiming Class Member would receive a credit of \$35.

(7) For greater certainty, each Credit Claiming Class Member is entitled to only one Redeemable Credit, regardless of the number of purchases made during the Class Period.

(8) It is understood that the electronic gift cards may be used to purchase primary-sale tickets, parking, VIP packages, and certain merchandise on [www.ticketmaster.com](http://www.ticketmaster.com), [www.ticketmaster.ca](http://www.ticketmaster.ca) and [www.livenation.com](http://www.livenation.com) as well as Ticketmaster’s mobile applications in Canada and the United States. They can be used only for events in Canada and the United States, and may not be used for Major League Baseball tickets or any resale tickets. The gift cards shall have no expiry date. If the gift cards are used for events in the United States, the amount available for use will be subject to the then-prevailing exchange rate between Canadian and United States dollars.

(9) Notwithstanding anything in this Section 7.1, in no event shall any Credit Claiming Class Member be entitled to a Redeemable Credit in an amount greater than \$45.

(10) If the \$45 cap described in Section 7.1(9) is triggered and as a result a portion of the Net Settlement Amount remains undistributed, the Settling Defendants shall pay that amount in the form of cash or cheque, on a *cypres* basis, to organizations selected by the Plaintiff and by the Settling Defendants and approved by the Court.

(11) It is expressly agreed and understood by the Parties that unused, unredeemed or unclaimed Redeemable Credits shall not constitute, nor may they under any circumstances give rise to, a remaining balance for any purpose, including for a claim for reparation or

compensation by Settlement Class Members or for the payment of a charge, levy or toll by any third party, including a charge, levy or toll contemplated by any statute or regulation. For greater certainty and without limitation, the Settling Defendants may terminate this Settlement Agreement in the event any court recognizes the existence of a remaining balance.

#### **7.2 Responsibility for Administration or Fees**

(1) Except as otherwise provided for in this Settlement Agreement, the Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the administration of the Settlement Agreement including, but not limited to, Administration Expenses.

### **SECTION 8 – EFFECT OF SETTLEMENT**

#### **8.1 No Admission of Liability**

(1) The Plaintiff and the Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be a concession or an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, any Other Actions, or any other pleading filed by the Plaintiff.

#### **8.2 Agreement Not Evidence**

(1) The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, as necessary in any

insurance-related proceeding, in the course of the Quebec Action, or as otherwise required by law.

### **8.3 Confidentiality of Settlement Negotiations**

(1) Class Counsel or anyone currently or hereafter employed by or a partner with Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Proceeding on a confidential basis or the negotiation and preparation of this Settlement Agreement, except to the extent such information was, is or becomes otherwise publicly available or unless ordered to do so by a court.

### **8.4 Restrictions on Further Litigation**

(1) Upon the Effective Date, the Releasers and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity or other claims over for relief from any Releasee in respect of any Released Claim.

## **SECTION 9 – NOTICE TO SETTLEMENT CLASS**

### **9.1 Notices Required**

(1) The Settlement Class Members shall be given notice of: (i) the hearing at which the Court will be asked to approve the Settlement Agreement and/or Class Counsel Fees, including the procedure for opting out or commenting on the proposed settlement; and (ii) if the proposed settlement is not approved or otherwise fails to take effect, notice that the proposed settlement was not approved and the litigation shall continue.

### **9.2 Form and Distribution of Notices**

(1) The notices shall be in a form agreed upon by the Parties and approved by the Court as part of the Pre-Approval Order. The English versions of the short form and long form notices shall be substantially in the forms attached as Schedules D and E to the Settlement Agreement, subject to the Court's approval. The short form and long form notices shall also be translated into French.

(2) The English and French short form notices will be disseminated by email and may be sent together in the same email. The short form notices shall contain a link to the long form notices posted on a website maintained by the Claims Administrator and on Class Counsel's website, the content of which shall be approved by the Parties.

(3) The Notice Program states the manner of dissemination by email and on websites of the English and French short form and long form notices. The Notice Program shall be substantially in the form attached as Schedule F.

## **SECTION 10- ADMINISTRATION AND IMPLEMENTATION**

### **10.1 Mechanics of Administration**

(1) Except to the extent provided for in this Settlement Agreement or agreed by the Parties, the mechanics of the implementation and administration of this Settlement Agreement shall be determined by the Court on motions brought by Class Counsel.

(2) Class Counsel and Counsel of the Settlement Defendants shall have the right to monitor, inspect and audit the expenses of the Claims Administrator including, without limitation, costs of responding to queries of the Settlement Class, printing, mailing and postage.

(3) The Parties agree that this Settlement Agreement and any information provided by the Settling Defendants in accordance with this Section shall be kept confidential, shall be used only for purposes of administering the Settlement Agreement, and shall not be used for marketing or any other purposes.

(4) The Claims Administrator shall administer the terms of this Settlement Agreement in a cost-effective and timely manner.

(5) The Claims Administrator shall also provide such reports and such other information to the Court as it or the Parties may require or request from time to time.

(6) The Administration Expenses will be paid out of the Settlement Amount, as directed by the Court. If any Administration Expenses are to be paid to the Claims Administrator prior to the Approval Order, said expenses shall be paid by the Settling Defendants and be deducted from the Settlement Amount. In the event that the Settlement is terminated by one of the Parties or otherwise becomes null and void, the Administration Expenses already incurred up to then shall

be paid by the Settling Defendants notwithstanding any other provision in the present Agreement.

### **10.2 Information and Assistance**

- (1) The Settling Defendants shall provide to the Claims Administrator a list of all the names and email addresses of Settlement Class Members and of Credit Eligible Class Members that they have on file as part of the records kept in the ordinary course of their business.
- (2) The Settling Defendants shall provide Class Counsel with an estimate of the number of email addresses that will be provided with respect to i) Settlement Class Members and ii) Credit Eligible Class Members, no later than 21 days after the Date of Execution.
- (3) For greater certainty, the Settling Defendants are under no obligation to obtain updated email addresses for Settlement Class Members or Credit Eligible Class Members.
- (4) The name and email address information required by Section 10.2 shall be delivered to the Claims Administrator no later than 10 days after the orders required by Section 2.2(2) have been obtained, or at a time mutually agreed upon by the Parties.
- (5) The Claims Administrator shall be bound by the same confidentiality obligations set out in Section 10.1(3). If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, all information provided by the Settling Defendants pursuant to Section 10.2(1) shall be dealt with in accordance with Section 5.2(1)(c) and no record of the information so provided shall be retained by the Claims Administrator or by any Court-appointed notice-provider and/or claims administrator in any form whatsoever.
- (6) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 10.2(1) from the Claims Administrator. The Settling Defendants' obligations to make themselves reasonably available to respond to questions as particularized in this Section shall not be affected by the release provisions contained in Section 6 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this Section 10.2 shall cease when all settlement funds or court awards have been distributed.

(7) The Settling Defendants will provide the Claims Administrator with all available information reasonably required for the preparation and administration of the Distribution Process set out in Section 7.1.

(8) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section 10.2.

## **SECTION 11 – CLASS COUNSEL FEES AND PLAINTIFF’S HONORARIUM**

### **11.1 Responsibility for Fees and Taxes and Plaintiff’s Honorarium**

(1) The Settling Defendants, jointly and severally, agree to pay from the Settlement Amount the Class Counsel Fees, Class Counsel Disbursements, the Plaintiff’s Honorarium and applicable taxes that are approved by the Court.

### **11.2 Court Approval for Class Counsel Fees and Disbursements**

(1) Class Counsel Fees represent any and all claimable fees by Class Counsel that are to be approved by the Court. The Settling Defendants agree not to oppose payment of Class Counsel Fees in the amount of \$1,725,000.00 plus applicable taxes, and payment of Class Counsel Disbursements in an amount not to exceed \$83,829.04 plus applicable taxes.

(2) Class Counsel will not seek approval for any additional payments not described in this Section 11.

(3) Class Counsel may seek the Court’s approval to pay Class Counsel Fees contemporaneously with seeking approval of this Settlement Agreement. The Settling Defendants shall pay the Class Counsel Fees approved by the Court out of the Settlement Amount within five (5) days of the Effective Date, by way of wire transfer. Class Counsel shall provide the Settling Defendants with all tax reporting and information forms required to process payment.

### **11.3 Court Approval for Plaintiff’s Honorarium**

(1) The Settling Defendants agree not to oppose approval of an honorarium for the Plaintiff not exceeding twenty-five thousand (\$25,000) dollars.

(2) The Settling Defendants shall pay Plaintiff's Court-approved honorarium out of the Settlement Amount within five (5) days of the Effective Date, by way of wire transfer to Class Counsel in trust for the Plaintiff.

## **SECTION 12- MISCELLANEOUS**

### **12.1 Motions for Directions**

(1) Class Counsel or the Settling Defendants may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

### **12.2 Headings, Currency, etc.**

(1) In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement," "hereof," "hereunder," "herein," and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.
- (c) All references to money herein are references to amounts in Canadian dollars unless specifically mentioned otherwise.

### **12.3 Computation of Time**

(1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday as "holiday" is defined in the *Interpretation Act*, RSC 1985, c. I-21, the act may be done on the next day that is not a holiday.

#### **12.4 Governing Law**

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

#### **12.5 Entire Agreement**

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

#### **12.6 Amendments**

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

#### **12.7 Binding Effect**

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Settlement Class Members, the Settling Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

#### **12.8 Counterparts**

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

#### **12.9 Negotiated Agreement**

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that

any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

#### **12.10 Language**

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

#### **12.11 Recitals**

(1) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

#### **12.12 Schedules**

(1) The schedules annexed hereto form part of this Settlement Agreement.

#### **12.13 Acknowledgements**

(1) Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

#### **12.14 Authorized Signatures**

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

#### **12.15 Notice**

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another Party, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

##### **For the Plaintiff and Class Counsel in the Proceeding:**

E.F. Merchant, K.C.  
Merchant Law Group LLP  
100 - 2401 Saskatchewan Drive  
Regina, SK S4P 4H8  
Tel: 306.359.7777  
Email: [tmerchant@merchantlaw.com](mailto:tmerchant@merchantlaw.com)

##### **For the Settling Defendants:**

Christopher Richter and James Gotowiec  
Torys LLP  
79 Wellington St. West, 30<sup>th</sup> Floor  
Toronto, ON M5K 1N2  
Tel: 416.865.0040  
Email: [erichter@torys.com](mailto:erichter@torys.com)  
[jgotowiec@torys.com](mailto:jgotowiec@torys.com)

**12.16 Date of Execution**

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

Counsel for **CRYSTAL WATCH**, as authorized by her on her own behalf and as representative of the class:



E.F. Anthony Merchant, K.C.  
MERCHANT LAW GROUP LLP  
2401 Saskatchewan Drive  
Regina, SK S4P 4H8  
E-mail: tmerchant@merchantlaw.com

**TICKETMASTER L.L.C.**

Name of Authorized Signatory:

Kimberly Tobias

Signature of Authorized Signatory:

DocuSigned by:  
kimberly Tobias  
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**THE V.I.P. TOUR COMPANY**

Name of Authorized Signatory:

kimberly Tobias

Signature of Authorized Signatory:

DocuSigned by:  
kimberly Tobias  
C5533B66D552461...

**TICKETSNOW.COM, INC.**

Name of Authorized Signatory:

Kimberly Tobias

Signature of Authorized Signatory:

DocuSigned by:  
kimberly Tobias  
C5533B66D552461...

**TNOW ENTERTAINMENT GROUP, INC.**

Name of Authorized Signatory:

kimberly Tobias

Signature of Authorized Signatory:

DocuSigned by:  
kimberly Tobias  
C5533B66D552461...

**TICKETMASTER CANADA HOLDINGS ULC**

Name of Authorized Signatory:

kimberly Tobias

Signature of Authorized Signatory:

DocuSigned by:  
kimberly Tobias  
C5533B66D552461...

**TICKETMASTER CANADA LP**

Name of Authorized Signatory:

kimberly Tobias

Signature of Authorized Signatory:

DocuSigned by:  
kimberly Tobias  
C5533B66D552461...

**LIVE NATION WORLDWIDE INC.**

Name of Authorized Signatory:

kimberly Tobias

Signature of Authorized Signatory:

DocuSigned by:  
kimberly Tobias  
C5533B66D552461...

**LIVE NATION ENTERTAINMENT,  
INC.**

Name of Authorized Signatory:

kimberly Tobias

Signature of Authorized Signatory:

DocuSigned by:  
kimberly Tobias  
C5533B66D552461...



# SCHEDULE A

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 \_\_\_ day of August, 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 \_\_, 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 website or with the use of a mobile phone or other mobile device using a browser and the 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 **[NTD: insert date and time]** 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 \_\_\_\_ day of \_\_\_\_\_, 2024.

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# SCHEDULE B

COURT FILE NUMBER: QBG-RG-00679-2018  
COURT OF KING'S BENCH FOR SASKATCHEWAN  
JUDICIAL CENTRE: REGINA  
PLAINTIFF: CRYSTAL WATCH  
DEFENDANTS: 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 Justice G.G. Mitchell this <DATE> day of <MONTH>, 2024.

**THIS APPLICATION** made by Crystal Watch for an Order approving the national settlement agreement dated <MONTH> <DATE>, 2024 (the "**Settlement Agreement**"), for an order approving the settlement approval notice (the "**Approval Notice**") and notice plan (the "**Notice Program**"), approval of Class Counsel fees (the "**Class Counsel Fees**"), and approval of honoraria for representative plaintiff (the "**Honoraria Approval**") was made before The Honourable Justice Mitchell this <DATE> day of <MONTH> 2024.

**UPON READING** the materials filed, including the Settlement Agreement, and on hearing the submissions of counsel for the Plaintiff ("**Class Counsel**") and counsel for the Defendants, and any objectors or reading submissions of any objectors, fair and adequate notice of this hearing having been provided to Settlement Class Members substantially in accordance with the certification and notice Order of this Court dated <MONTH> <DATE>, 2024 ("**Pre-Approval Order**").

**UPON BEING ADVISED** that, subject to Court approval, the Plaintiff and the Defendants have consented to all the terms of this Order and the form and content of the Approval Notice, Notice Program, and claims program and administration, except with respect to the terms regarding Class Counsel Fees and the Honoraria Approval, that are matters upon which the Defendants take no position.

**THE COURT ORDERS THAT:**

1. The definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order.
2. In the event of a conflict between the terms of this Order and the Settlement Agreement, the terms of this Order shall prevail.

**Settlement Approval**

3. All provisions of the Settlement Agreement (including its Recitals and Definitions) form part of this Order and are binding upon the Settlement Class Members who did not opt-out of this action in accordance with the Pre-Approval Order, including those persons who are mentally incapable, Class Counsel and the Defendants.
4. The settlement of this action, as set out in the Settlement Agreement, is fair and reasonable and in the best interests of Settlement Class Members and is hereby approved pursuant to section 38 *The Class Actions Act*, S.S. 2001, c.C-12.01, and shall be implemented and enforced in accordance with its terms.

**Fees and Honoraria**

5. The Contingency Fee Retainer Agreement, made between the Plaintiff and Class Counsel, is fair and reasonable, and is hereby approved pursuant to s. 41(2) of *The Class Actions Act*, S.S. 2001, c.C-12.01.
6. The representative plaintiff, Crystal Watch, shall be paid an honoraria of CAD\$25,000.00 by the Defendants with said payment forwarded to Class Counsel.

7. Class Counsel Fees in the amount of CAD\$1,725,000, plus applicable taxes, and disbursements in the amount of CAD\$83,829.04, plus applicable taxes, are declared to be fair and reasonable and shall be paid to Class Counsel by the Defendants.

**Distribution Process, Notice and Claims Administration**

8. The proposed Distribution Process as described in Section 7.1 of the Settlement Agreement, is hereby approved.
9. RicePoint Administration Inc. shall administer the Distribution Process pursuant to the Settlement Agreement.
10. The Notice Program for the Claims Notice to Credit Eligible Class Members is hereby approved substantially in the form attached to this Order as **Schedule "A"**.
11. The Claims Notice is hereby approved substantially in the form attached to this Order as **Schedule "B"**.
12. The Claims Administrator shall implement the terms and conditions set out in the Settlement Agreement in relation thereto, and being granted the rights and obligations provided by the Settlement Agreement in that regard and for the Distribution Program and administration, subject to any further order from this Court, at the case may be.
13. The Claims Administrator may at its discretion seek additional information or documents in administering the settlement or direction of this Court as to the implementation of the Settlement Agreement or approval of a Claim.
14. The Claims Administrator's fees for administering the Distribution Process pursuant to the Settlement Agreement which includes the Notice Program shall be paid pursuant to the Settlement Agreement.

### **Release and Dismissal**

15. The releases provided at Section 6 of the Settlement Agreement are approved and will take effect upon the Effective Date.
16. The Settlement Agreement and this Order are binding upon Settlement Class Members, whether or not such Settlement Class Members receive or claim compensation, including persons who are minors or are mentally incapable, and the need for service or notice of this or any further or subsequent steps in these proceedings on the Public Guardian and Trustee, as well as all other requirements in the *Public Guardian and Trustee Act*, SS 1983, c P-36.3, and rules 2-14 to 2-22 of *The King's Bench Rules*, are hereby dispensed with.
17. Upon the Effective Date, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, or now have.
18. Upon the Effective Date, each Settlement Class Member shall be deemed to have consented to the dismissal of any other action or proceeding he or she may have commenced asserting Released Claims as against the Released Parties, without costs and with prejudice.
19. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to legislation or at common law or equity in respect of any Released Claim. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

20. The Parties may, without further notice to the Settlement Class or further Order of the Court, amend, modify or expand the terms and provisions of the Settlement Agreement by written agreement provided any such changes are consistent with this Order and do not limit the rights of Settlement Class Members under the Settlement Agreement.
21. Neither the Settlement Agreement (including all terms thereof), nor its performance and implementation, shall be construed as any admission by the Defendants, including but not limited as to: (1) the validity of any claim, theory, or fact; (2) any liability, fault, or responsibility; or (3) the existence, cause, or extent of any damages or losses alleged or suffered by any Settlement Class Member.
22. Other than as provided in the Settlement Agreement, no Released Parties shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.
23. This Order shall be declared null and void in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason.
24. On notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.
25. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Parties acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
26. Upon the Effective Date, this proceeding is hereby dismissed against the Defendants, without costs and with prejudice, and such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

27. This Order will become effective on the day it is signed.

28. There shall be no costs of this motion.

ISSUED at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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# SCHEDULE C

SCHEDULE "C"

OPT-OUT FORM

To: Ticketmaster Fee Display Class Action Claims Administrator  
[Claims Administrator Address and Email Address]

This is **NOT** a claim form. Completing this OPT-OUT FORM will **exclude you** from the lawsuit and any benefits under the settlement agreement.

**Ticketmaster Fee Display Class Action**

*Watch v. Live Nation Entertainment Inc. et al. (QBG-RG-00679-2018)*

Full Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email address associated with Ticketmaster account: \_\_\_\_\_

Email address (other): \_\_\_\_\_

<input type="checkbox"/>	I am a resident of Canada.
<input type="checkbox"/>	<b>I confirm that I wish to be EXCLUDED and NOT participate in the class action lawsuit.</b>
<input type="checkbox"/>	I acknowledge that by opting out, I <b>WILL NOT</b> receive any benefits under the settlement agreement.
<input type="checkbox"/>	I understand that any individual claim I may have must be commenced within a specified limitation period or it will be legally barred. I understand that I must mail this opt-out form by <b>●</b> or else it will not be valid.
<input type="checkbox"/>	I understand that the filing of this class proceeding suspended the running of the limitation period from the time the class proceeding was filed. The limitation period will resume running against me if I opt out of this class proceeding.

**Optional – Reason for Opting-Out:** Please explain your reason(s) for opting out.

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

**Note: To validly opt-out, this form must be properly completed and received at the above address, postmarked no later than ●.**

# SCHEDULE D

## SHORT FORM NOTICE TO BE SENT BY EMAIL

### **SUBJECT HEADING:**

NOTICE OF PROPOSED SETTLEMENT IN TICKETMASTER FEE DISPLAY CLASS ACTION

### **MESSAGE:**

DO NOT REPLY – This is an automated message.

PLEASE READ CAREFULLY. IGNORING THIS NOTICE WILL AFFECT YOUR LEGAL RIGHTS

A settlement has been reached related to a class action alleging that Ticketmaster's previous marketing practices with respect to price representations and non-optional fee displays were contrary to *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 and similar legislation of various Canadian jurisdictions. The Court has made no determination regarding the merits of those allegations, which the Defendants deny.

The proposed settlement covers tickets purchased by residents of Canada to events in Canada, except events in Quebec, between September 1, 2015 and June 30, 2018. You may be affected by the settlement of this class action lawsuit.

The Court authorized this notice. This is not a solicitation from a lawyer.

This is an abbreviated notice. The long form notice describing the settlement and related documents, including the Settlement Agreement, are available to review on the following website/link:

[<CLAIMS ADMINISTRATOR WEBSITE>](#)

This class action is known as *Crystal Watch v. Live Nation Entertainment Inc. et al.*, (Court File No. QBG-RG-00679-2018).

The Settlement Agreement must be approved by the Court to become effective.

The Court has approved the following class definition of the Settlement Class for settlement purposes only:

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.

The hearing seeking to approve the Settlement Agreement will be held on <MONTH> <DAY>, 2024 at 10:00 a.m. the Court of King's Bench for Saskatchewan located at 2425 Victoria Avenue, Regina, Saskatchewan, S4P 4W6. At that hearing, Class Counsel will also seek the Court's approval of the fees and expense reimbursement of Class Counsel and Plaintiff's honoraria.

You may opt out of the Class by sending a completed and signed opt-out form to the Claims Administrator, as described in more detail in the long form notice and opt out form available at <CLAIMS ADMINISTRATOR WEBSITE>. The deadline to opt out of the Class is [NTD : date of opt-out deadline]. The deadline to object to the Settlement is [NTD: date].

Copies of the long form notice and the Settlement Agreement which provide information on the benefits that may be available through the Settlement Agreement, how to participate in the settlement approval hearing, the opt out form, information on how to object to the Settlement Agreement, and other related information are available at <CLAIMS ADMINISTRATOR WEBSITE> or by contacting the Claims Administrator:

<CLAIMS ADMINISTRATOR ADDRESS>  
<CLAIMS ADMINISTRATOR EMAIL>  
<CLAIMS ADMINISTRATOR PHONE NUMBER>

Class Counsel for this class action are Merchant Law Group LLP.  
MERCHANT LAW GROUP LLP  
2401 Saskatchewan Drive  
Regina, Saskatchewan, S4P 4H8  
Attn: Ticketmaster Fee Display Class Action  
Merchant Law Group LLP can be contacted by email at: <EMAIL>

In case of any discrepancy between the terms of this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

Please do not call the Defendants or the Court about this class action. This notice has been approved by the Court of King's Bench for Saskatchewan.

# SCHEDULE E

## **NOTICE OF PROPOSED SETTLEMENT IN TICKETMASTER FEE DISPLAY CLASS ACTION**

***Crystal Watch v. Live Nation Entertainment Inc. et al., (Court  
File No. QBG-RG-00679-2018)***

**To individuals residing in Canada 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 website or with the use of a mobile phone or  
other mobile device using a browser and the www.ticketmaster.ca  
website or using one of Ticketmaster’s mobile applications.**

**Please read this notice carefully.**

### **IGNORING THIS NOTICE WILL AFFECT YOUR LEGAL RIGHTS**

**The Court authorized this notice. This is not a solicitation from a lawyer.**

You could be affected by the settlement of a class action lawsuit against 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. (collectively, “Ticketmaster”) regarding marketing practices with respect to price representations and non-optional fees for Tickets purchased from Ticketmaster.

The class action alleges that Ticketmaster’s previous marketing practices with respect to price representations and non-optional fee displays were contrary to *The Consumer Protection and Business Practices Act, SS 2014, c C-30.2* and similar legislation of various Canadian jurisdictions. The Court has made no determination regarding the merits of those allegations, which the Defendants deny.

The action *Crystal Watch v. Live Nation Entertainment Inc. et al., (Court File No. QBG-RG-00679-2018)* was certified as a class action on November 25, 2022 by the Court of King’s Bench for Saskatchewan (the “Court”). The certification decision was appealed by both parties, who agreed to a settlement before the appeal was heard.

Ticketmaster and the plaintiff, Crystal Watch, have agreed to a settlement of this class action lawsuit. The nationwide settlement agreement with Ticketmaster ("Settlement Agreement") is available for review on the website stated below in this notice. The Settlement Agreement must be approved by the Court to become effective.

The Court has approved the following class definition for the Settlement Class for settlement purposes only:

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.

The Settlement Agreement, if approved, will settle, extinguish and bar all claims relating in any way to or arising out of the class action lawsuit against Ticketmaster.

If the Settlement Agreement is approved, Ticketmaster has agreed to a claims process to compensate certain members of the Settlement Class with a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

The total settlement amount is CA\$6,027,000.00 ("Settlement Amount"). Pursuant to the Settlement Agreement, the Settlement Amount will be subject to deductions for administration expenses, Class Counsel fees and disbursements and Plaintiff's honoraria and applicable taxes as approved by the Court.

Pursuant to the Settlement Agreement, if after the distribution process there remains any Settlement Amount undistributed, that amount will be paid in the form of cash or cheque, on a *cy pres* basis, to organization(s) selected by Ticketmaster and the Plaintiff and approved by the Court.

On <MONTH> <DAY>, 2024 at 10:00 a.m., there will be a hearing before the Court of King's Bench for Saskatchewan (the "Approval Hearing") located at 2425 Victoria Avenue, Regina, Saskatchewan, S4P 4W6. At the Approval Hearing, Class Counsel will seek the Court's approval of (i) the Settlement Agreement; and (ii) the fees and expense reimbursement of Class Counsel and Plaintiff's honoraria.

If you do not want to be legally bound by the Settlement Agreement, you must opt out (i.e., remove yourself). To do so, you must complete and submit the designated Opt-Out Form found on the website stated below in this notice and **mail it** to the address listed below postmarked, no later than <DATE>.

If you choose not to opt out and to stay in the Class, you may object to the Settlement Agreement and may do so per the requirements stated below in this notice which includes providing certain information and setting out your grounds of objection in writing and **mailing it** to the address listed below postmarked, no later than **<DATE>**.

## WHAT THIS NOTICE EXPLAINS

### Basic Information

1. Why did I get this notice?
2. What is a class action?
3. What is this class action about?
4. What is happening in the case now?
5. Who is a member of the class?

### Settlement Information

6. What are the benefits of the settlement?
7. Who is a Credit Eligible Class Member?
8. What is the value and nature of the Credits?
9. What happens if the Settlement Agreement is not approved?

### Your Rights

10. I am a Class Member. What are my options?
11. I am a Credit Eligible Class Member. What do I need to do to obtain my credit?
12. I do not wish to participate in the class action. How do I opt out of the Class?
13. I disagree with the proposed settlement. How do I object to the proposed settlement?

### Who are the lawyers representing you?

14. Who are the lawyers for the Representative Plaintiff and the Class Members?
15. How will the lawyers be paid?

### Getting more information

16. How do I get more information?
- 17.

### Basic information

## 1. Why did I get this notice?

You got this notice because you may have purchased a ticket from Ticketmaster between September 1, 2015 and June 30, 2018 for an event in Canada, outside of Quebec, through 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 Ticketmaster's mobile applications.

The Court certified this lawsuit and has now approved notice for the Approval Hearing with respect to the Settlement Agreement. If you are included in the Settlement Class, you may have legal rights and options that may be affected by the class action lawsuit.

This case is known as *Crystal Watch v. Live Nation Entertainment Inc. et al.*, (Court File No. QBG-RG-00679-2018). The person who started the lawsuit is called the Plaintiff and is Crystal Watch.

The Defendants are 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.

## 2. What is a class action?

In a class action, one or more people called "Representative Plaintiff(s)" sue on behalf of people who have similar claims. All of the people who have similar claims are called a "Class" or "Class Members." The Court resolves the issues for everyone affected, except for those who exclude themselves from the lawsuits by opting out.

## 3. What is this class action about?

The class action alleges that Ticketmaster's previous marketing practices with respect to price representations and non-optional fee displays were contrary to *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 and similar legislation of various Canadian jurisdictions.

The action *Crystal Watch v. Live Nation Entertainment Inc. et al.*, (Court File No. QBG-RG-00679-2018) was certified as a class action on November 25, 2022 by the Court of King's Bench for Saskatchewan (the "Court").

Ticketmaster denies the allegations. The Ticketmaster Defendants have not admitted liability but have agreed to the Settlement Agreement. The Settlement Agreement is subject to approval by the Court.

## 4. What is happening in the case now?

The Plaintiff (also being the Representative Plaintiff) and the Defendants have reached the Settlement Agreement which is subject to approval by the Court.

While not admitting liability, and without the Court making any determinations, the Ticketmaster Defendants have agreed to the Settlement Agreement which has a total value of CA\$6,027,000.00.

Under the terms of the Settlement Agreement, the Settlement Amount will be subject to deductions for administration expenses, Class Counsel fees and disbursements and Plaintiff's honoraria and applicable taxes as approved by the Court.

If the Settlement Agreement is approved, Ticketmaster has agreed to a claims process to compensate certain members of the Settlement Class with a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

Pursuant to the Settlement Agreement, if after the distribution process there remains any Settlement Amount undistributed, that amount will be paid in the form of cash or cheque, on a *cy pres* basis, to organization(s) selected by Ticketmaster and the Plaintiff and approved by the Court.

There will be an Approval Hearing on <MONTH> <DAY>, 2024 at 10:00 a.m., before the Court of King's Bench for Saskatchewan located at 2425 Victoria Avenue, Regina, Saskatchewan, S4P 4W6, at which time the Court will decide whether to approve the Settlement Agreement, as well as a hearing to approve Class Counsel's fees, disbursements, and request for an honorarium award.

## **5. Who is a member of the Class?**

You are a member of the Settlement Class for settlement purposes only if you meet the following definition:

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. The Class Definition excludes individuals who purchased tickets for events taking place in Quebec.

Where "Excluded Persons" means all the Defendants, the past and present parents, subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, and the successors and assigns of the Defendants.

## **Settlement Information**

## **6. What are the benefits of the settlement?**

Ticketmaster has agreed to a claims process to compensate certain members of the Settlement Class with a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

As defined in the Settlement Agreement, only a 'Credit Eligible Class Member' being an individual who purchased a Ticket from January 1, 2018 through June 30, 2018 will be eligible to claim a credit voucher if the Settlement Agreement is approved.

The Settlement Agreement has a total value of CA\$6,027,000.00. Under the terms of the Settlement Agreement, the Settlement Amount will be subject to deductions for administration expenses, Class Counsel fees and disbursements and Plaintiff's honoraria and applicable taxes as approved by the Court.

Pursuant to the Settlement Agreement, if after the distribution process there remains any Settlement Amount undistributed, that amount will be paid in the form of cash or cheque, on a *cy pres* basis, to organization(s) selected by Ticketmaster and the Plaintiff and approved by the Court.

## **7. Who is a Credit Eligible Class Member?**

A 'Credit Eligible Class Member' is an individual who purchased a Ticket from January 1, 2018 through June 30, 2018.

Where 'Ticket' 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.

## **8. What is the nature and value of the Credit?**

Pursuant to the Settlement Agreement, a 'Credit' means a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of a value to be determined in accordance with the terms of the Settlement Agreement with no expiry date, subject to certain terms and conditions.

If the Settlement Agreement is approved, Ticketmaster has agreed to a claims process to compensate 'Credit Eligible Class Members' of the Settlement Class with a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

'Credit Eligible Class Members' will be eligible to obtain a Credit through the claims process pursuant to the Settlement Agreement.

'Credit Eligible Class Members' will be is entitled to only one Credit, regardless of the number of purchases made during the class period of September 1, 2015 through to June 30, 2018.

If the Settlement Agreement is approved and you are a 'Credit Eligible Class Members', then you will have an opportunity to make a claim for a credit voucher that can be used to make a ticket purchase from the Ticketmaster platforms in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

The credit voucher may be used to purchase primary-sale tickets, parking, VIP packages, and certain merchandise on [www.ticketmaster.com](http://www.ticketmaster.com), [www.ticketmaster.ca](http://www.ticketmaster.ca) and [www.livenation.com](http://www.livenation.com) as well as Ticketmaster's mobile applications in Canada and the United States. They can be used only for events in Canada and the United States, and may not be used for Major League Baseball tickets or any resale tickets. The gift cards shall have no expiry date.

If the gift cards are used for events in the United States, the amount available for use will be subject to the then-prevailing exchange rate between Canadian and United States dollars.

## 9. What happens if the Settlement Agreement is not approved?

If the Settlement Agreement is not approved, then the litigation of the action *Crystal Watch v. Live Nation Entertainment Inc. et al.* (Court File No. QBG-RG-00679-2018) will continue.

## Your Rights

### 10. I am a Class Member. What are my options?

If you are a Class Member, you have three options:

**1) Do nothing.**

If you do nothing, you will automatically remain in the Class and will be bound by the terms of the Settlement Agreement.

**2) Remove yourself by opting out from the Class.**

If you do not want to participate in the Settlement Agreement or be bound by it, you must exclude yourself by opting out. If you opt out, you will not be eligible to receive any benefits under the Settlement Agreement and you will not be able to object to the Settlement

Agreement but you will keep any right you have to separately sue Ticketmaster at your own cost.

To validly opt-out, you must complete the Opt-Out Form found on the Claims Administrator's website listed below and mail it to the address listed below, postmarked no later than **<DATE>**.

### **3) Object to the Settlement.**

If you do not opt out and choose to stay in the Class, you may object to the Settlement Agreement by mailing a valid written notice of objection to the address listed below, postmarked no later than **<DATE>**.

## **11. I am a Credit Eligible Class Member. What do I need to do to obtain my credit?**

If you are a 'Credit Eligible Class Member' and you are not opting out, then you do not need to do anything right now.

If the Settlement Agreement is approved, the Claims Administrator will notify 'Credit Eligible Class Members' using the email addresses they provided to Ticketmaster that the Settlement Agreement has been approved and will provide a hyperlink for 'Credit Eligible Class Members' to click on if they wish to make a claim for a Credit.

After the claims deadline pursuant to the Settlement Agreement and order of the Court, the Claims Administrator will deliver the Credit to the same email address.

## **12. I do not wish to participate in the class action. How do I opt out of the Class?**

To remove yourself or opt out, you must complete the Opt Out Form available at the Claims Administrator's Website here **<CLAIMS ADMINISTRATOR WEBSITE>**. The Opt Out Form must be mailed to the Claims Administrator at the address below, postmarked no later than **<DATE>**.

Mailing Address:

**<CLAIMS ADMINISTRATOR ADDRESS>**

Claim Administrator's Website:

**<CLAIMS ADMINISTRATOR WEBSITE>**

Please note that after **<DATE>** no further right to opt out of this action will be provided.

13. I disagree with the proposed settlement. How do I object to the proposed settlement?

If you wish to object to the proposed Settlement Agreement, you must submit a written objection by mail to the address below, postmarked no later than **<DATE>**.

Mailing Address:

**<CLAIMS ADMINISTRATOR ADDRESS>**

Claim Administrator's Website:

**<CLAIMS ADMINISTRATOR WEBSITE>**

At the Approval Hearing, the Court will consider objections to the proposed Settlement Agreement by Class Members if the objections were received in the manner and by the date set out pursuant to the Settlement Agreement and order of the Court.

The written 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).

Note: Objecting does not disqualify you from making a claim nor does it make you ineligible to receive benefits under the Settlement Agreement. You cannot opt out of and also object to the Settlement Agreement. If you do both, only your opt-out request will apply and your objection will be considered withdrawn.

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.

### **Who are the lawyers representing me?**

14. Who are the lawyers for the Representative Plaintiff and Class Members?

The lawyers for the Representative Plaintiff and Class Members, also referred to as Class Counsel, are Merchant Law Group LLP.

MERCHANT LAW GROUP LLP

2401 Saskatchewan Drive  
Regina, Saskatchewan, S4P 4H8  
Attn: Ticketmaster Fee Display Class Action

Merchant Law Group LLP can be contacted by email at: <EMAIL>

Or you can call Merchant Law Group LLP at: <PHONE NUMBER>

#### 15. How will the lawyers be paid?

The lawyers who are representing the Representative Plaintiff took on this lawsuit on a contingency basis.

At the Approval Hearing, Class Counsel will be asking the Court to approve the Settlement Agreement and also will be asking the Court to approve deductions from the Settlement Amount for administration expenses, Class Counsel fees and disbursements, and Plaintiff's honoraria and applicable taxes.

Class Counsel will be seeking legal fees in the amount of CA\$1,725,000.00 plus applicable taxes, and disbursements in the amount of CAD\$83,829.04, plus applicable taxes. Class Counsel will also be seeking an honoraria award to the Representative Plaintiff of CA\$25,000.00. If approved, these amounts will be paid out of the Settlement Amount.

### Getting more information

#### 16. How do I get more information?

Further information about the proposed Settlement Agreement and the claim, including a copy of the Settlement Agreement, the Opt-Out Form and other related documents is available on the Claims Administrator's Website at: <CLAIMS ADMINISTRATOR WEBSITE>

Claims Administrator's Contact Information:

<CLAIMS ADMINISTRATOR ADDRESS>

<CLAIMS ADMINISTRATOR EMAIL>

<CLAIMS ADMINISTRATOR PHONE NUMBER>

In case of any discrepancy between the terms of this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.



# SCHEDULE F

## PRE-APPROVAL NOTICE PROGRAM

- a. A short form notice in English and French, substantially in the English form set out in Schedule D of the Settlement Agreement, shall be disseminated as follows:
  - i. By email to all potential Settlement Class members (i) for whom the Defendants have an email address, and (ii) by email to all who have contacted Class Counsel about the subject class action and provided an email address as their contact information; and
  - ii. Published on Claims Administrator's website and Class Counsel's website.
  
- b. A long-form notice in English and French, substantially in the English form set out in Schedule E of the Settlement Agreement, shall be published for download on Claims Administrator's website and Class Counsel's website. Class Counsel will have the option to post links to its website or the Claim's Administrator's website announcing the Settlement and/or the Court's approval of the Settlement on its social media accounts.

# SCHEDULE G

**SCHEDULE G TO  
TICKETMASTER FEE DISPLAY CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

Made as of August \_\_, 2024

Between

**CRYSTAL WATCH**  
(the “**Plaintiff**”)

And

**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.**  
(the “**Settling Defendants**”)

Pursuant to Term 5.1(5) of the Settlement Agreement, the Plaintiff and the Settling Defendants have agreed to an Opt-Out Threshold that is confidential.