

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**

✓ 30th ✓

Before The Honourable Justice G.G. Mitchell this 6<sup>th</sup> day of December, 2024.

**THIS APPLICATION** made by Crystal Watch for an Order approving the national settlement agreement dated August 8, 2024 (the “**Settlement Agreement**”), for an order approving the settlement claims notice (the “**Claims 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**”).

**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 October 15<sup>th</sup>, 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 Claims 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. For greater certainty, nothing in this Order, the Settlement Agreement or any reasons of the Court given in connection with this Order: (i) interferes with or prejudices the ability of the Ontario or British Columbia courts in the Trade Desk Litigation to determine the impact, if any, of the receipt of a Credit by Credit Eligible Class Members on any potential amounts ordered or agreed to be paid in that litigation; or (ii) interferes with or prejudices the ability of any party in the Trade Desk Litigation to make any submissions to the relevant courts on those issues.
  
17. 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.
  
18. 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.
  
19. 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.
  
20. 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.
28. This Order will become effective on the day it is signed.
29. There shall be no costs of this motion.

ISSUED at Regina, Saskatchewan, this 30<sup>th</sup> day of December, 2024.



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C. Wagner  
Local Registrar

## **SCHEDULE A**

### **NOTICE PROGRAM**

- a. The Claims Notice in English and French, substantially in the form set out in English in Schedule B of this Approval Order, shall be disseminated by email to all 'Credit Eligible Class Members' as defined in the Settlement Agreement, who have not opted-out of the class action, and for whom the Defendants have an email address; and
  
- b. The Claims Notice in English and French, substantially in the form set out in English in Schedule B of this Approval Order and adapted for general website publishing, shall be published 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 Court's approval of the Settlement on its social media accounts.

## SCHEDULE B

### CLAIMS NOTICE

CLAIMS NOTICE TO BE SENT BY EMAIL IN ENGLISH AND FRENCH (FRENCH TRANSLATION TO BE DONE UPON APPROVAL OF THIS NOTICE)

\*\*\* La version française suit. \*\*\*

DO NOT REPLY – This is an automated message.

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

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

This notice is to inform you on how to make a claim pursuant to the settlement agreement.

AS A CREDIT ELIGIBLE CLASS MEMBER, TO MAKE A CLAIM YOU NEED TO CLICK ON THE LINK BELOW TO CONFIRM THIS EMAIL ADDRESS WAS PROVIDED TO TICKETMASTER WHEN YOU MADE YOUR PURCHASE.

**Please verify your email address:<EMAIL> by clicking this button:**

**<INSERTED INTO THIS PART OF THE CLAIMS NOTICE THERE MAYBE A DIGITAL BUTTON FOR THE CLAIMANT TO CLICK>**

After clicking on the unique link above <OR BUTTON ABOVE> and confirming your email address you will be taken to a confirmation screen and will not be required to provide any further information or take any further action.

The **deadline** to make a claim for a Redeemable Credit by clicking on the unique link above <OR BUTTON ABOVE> is **<DATE and TIME>** ('Claims Deadline')

#### INFORMATION REGARDING THE APPROVED SETTLEMENT

A settlement has been approved 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" and "Settling Defendants") regarding marketing practices with respect to price representations and non-optional fees for Tickets purchased from Ticketmaster.



On October 15, 2024, the Court 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.

"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.

The Court has now approved the settlement of this class action lawsuit. The nationwide settlement agreement with Ticketmaster ("Settlement Agreement") is available for review on the Claims Administrator's website stated below in this notice.

#### WHO IS ELIGIBLE TO RECEIVE A CREDIT?

If you are a 'Credit Eligible Class Member' and you did not opt out of this class action, then you are eligible to make a claim for a Credit pursuant to the Settlement Agreement.

**You are a 'Credit Eligible Class Member' if you purchased a Ticket from January 1, 2018 through June 30, 2018.**

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 sections 3.1 and 7.1(6) of the Settlement Agreement with no expiry date, subject to certain terms and conditions.

Based on information provided by Ticketmaster which includes email addresses of 'Credit Eligible Class Members' and the Claims Administrator, you are a 'Credit Eligible Class Member' and can make a claim for a Credit (also referred to as a 'Redeemable Credit' in the Settlement Agreement)

#### WHAT HAPPENS IF YOU MAKE A CLAIM?

If you make a claim, you will be a 'Credit Claiming Class Member' as you are claiming a benefit under the Settlement Agreement.

Each Credit Claiming Class Member is entitled to only one Redeemable Credit, regardless of the number of purchases made during the Class Period.

The Redeemable Credit will not be greater than CA\$45.00.

Credit Eligible Class Members who do not submit a claim by the Claims Deadline shall no longer be eligible to receive benefits under the Settlement Agreement but will be bound by the remaining terms.

Within sixty (60) days of the Claims Deadline (or 'Second Claims Deadline', in the event there is one pursuant to the Settlement Agreement), the Claims Administrator will 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 which will be calculated pursuant to the terms of the Settlement Agreement.

#### OBTAINING MORE INFORMATION

Copies of this notice and the Settlement Agreement which provide information on the benefits available through the Settlement Agreement and other related information on how to make a Claim are available at [www.ticketfeesdisplaysettlement.ca](http://www.ticketfeesdisplaysettlement.ca) or by contacting the Claims Administrator:

Ticket Fees Display Class Action  
c/o Verita Global  
P.O. Box 3355  
London, ON N6A 4K3  
[ticketfeesdisplay@veritaglobal.com](mailto:ticketfeesdisplay@veritaglobal.com)  
1-888-726-1635

Class Counsel for this class action are Merchant Law Group LLP.  
MERCHANT LAW GROUP LLP  
2401 Saskatchewan Drive, Suite 100  
Regina, Saskatchewan, S4P 4H8  
Attn: Ticketmaster Fee Display Class Action  
Merchant Law Group LLP can be contacted by email at: [feedisplay@merchantlaw.com](mailto:feedisplay@merchantlaw.com)

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.