

CANADA

SUPERIOR COURT  
(Class Action Chamber)

PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

No.: 500-06-001324-249

**FELIPE MORALES**, residing and domiciled at 250 avenue Lansdowne, apt. 2, Westmount, Quebec H3Z 2L3 Canada;

**Plaintiff**

c.

**TICKETMASTER CANADA LP**, a legally constituted legal entity having its registered office at 123 Front St. West, suite 1100, Toronto, Ontario M5J 2M2 Canada and its elected domicile in Quebec, at 7001 boul. Saint-Laurent, Montreal, Quebec, H2S 3E3 Canada;

- and -

**TICKETMASTER CANADA ULC**, a legally constituted legal entity having its registered office at 123 Front St. West, suite 1100, Toronto, Ontario M5J 2M2 Canada and its elected domicile in Quebec, at 7001 boul. Saint-Laurent, Montreal, Quebec, H2S 3E3 Canada;

- and -

**TICKETMASTER CANADA HOLDINGS ULC**, a legally constituted legal entity having its head office at 123 Front St. West, suite 1100, Toronto, Ontario M5J 2M2 Canada;

- and -

**TICKETMASTER L.L.C.**, a legally constituted legal entity having its head office at 9348 Civic Center Drive, Beverly Hills, California 90210 USA,

**Defendants**

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION  
AND TO BE A REPRESENTATIVE  
(Articles 571 et seq. CCP)**

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**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT OF QUEBEC,  
SITTING IN THE CLASS ACTION CHAMBER, IN AND FOR THE JUDICIAL DISTRICT  
OF MONTREAL, THE PLAINTIFF RESPECTFULLY STATES AS FOLLOWS:**

**I. INTRODUCTION**

1. Plaintiff Felipe Morales (the “**Plaintiff**”) petitions the Court to obtain authorization to institute a class action for and on behalf of the members of the classes defined hereunder against the Ticketmaster Canada LP, Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC and Ticketmaster L.L.C. companies (collectively the “**Defendants**” or “**Ticketmaster**”) involved in imposing on the class members excessive, unreasonable, abusive or disproportionate fees, plus the taxes related to said excessive, unreasonable, abusive or disproportionate fees, in connection with the purchase of event tickets, thereby contravening the provisions of the *Consumer Protection Act* (“the **CPA**”) and in particular article 8 thereof, the *Civil Code of Quebec* (the “**CCQ**”) and in particular article 1437 thereof, and the *Competition Act* (the “**CA**”) and in particular article 52 (1.3) thereof;

**II. DESCRIPTION OF THE CLASSES**

2. The Plaintiff wishes to institute a class action against the Defendants for and on behalf of the classes described below:

**Main Class**

“All natural persons, legal entities under private law, companies or associations or other groups without legal status (individually a “**Member**” or collectively the “**Members**”) who purchased, from within the province of Quebec, from any of the Defendants, Ticketmaster Canada LP, Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC and/or Ticketmaster L.L.C. (individually a “**Defendant**” and collectively the “**Defendants**”), at a ticket outlet, on one of their Internet sites (including their Réseau Admission/Admission Network) or on one of their mobile applications or other applications, one or more original or resale tickets or vouchers of any kind, including, without limitation, one or more subscriptions, packages, laissez-passers, passes or access cards (individually a “**Ticket**” or collectively “**Tickets**”) giving access to one or more shows or to one or more events of any type, including, without limitation, one or more concerts, sporting or other events, theatre performances, exhibitions, dance, magic, illusion or hypnosis performances,

multimedia performances, comedy shows, musicals or festivals (individually an “**Event**” or collectively “**Events**”) having been held and/or to be held anywhere in North America and who had to pay to one or more of the Defendants one or more excessive, unreasonable, abusive or disproportionate fees in any form, including, without limitation, service fees, order processing fees, shipping fees, delivery fees, expedited shipping fees, exchange fees and/or facility fees, plus the taxes related to said excessive, unreasonable, abusive or disproportionate fees (individually a “**Fee Billed**” or collectively “**Fees Billed**”) related to the purchase of one or more Tickets for one or more Events for the period from July 26, 2021 to the date of the final judgment on the merits to be rendered regarding this class action (the “**Period Concerned**”);

or any other class to be identified by the Court (the “**Main Class**”);

#### **Consumer Class**

“All the natural persons in Quebec (individually a “**Consumer Member**” or collectively the “**Consumer Members**”) who purchased, from within the province of Quebec, from any of the Defendants, at a ticket outlet, on one of their Internet sites (including their Réseau Admission/Admission Network) or on one of their mobile applications, one or more Tickets giving access to one or more Events having been held and/or to be held anywhere in North America and who had to pay to one or more of the Defendants one or more Fees Billed in connection with the purchase of one or more Tickets for one or more Events during the Period Concerned”

or any other sub-class to be identified by the Court (the “**Consumer Class**”);

(the Main Class and the Consumer Class are hereunder sometimes designated as collectively the “**Class**”. It is, moreover, understood that the Consumer Class is constituted for the purposes of application of the *Consumer Protection Act* CQLR, c. P-40.1 (the “**CPA**”) and that the members of this sub-class form an integral part of the Main Class);

Unless specifically indicated otherwise, the terms in bold in the description of the Main Class and in the description of the Consumer Class are intended to have, for all legal purposes, the same meaning when used in this Application for authorization to institute a class action and to be represented (the “**Application for Authorization**”), including in the conclusions thereof;

### **III. DESCRIPTION OF THE PARTIES**

#### **A. PLAINTIFF FELIPE MORALES**

3. Plaintiff Felipe Morales is a lawyer who practises immigration law at the Semperlex Avocats law firm in Montreal;
4. The Plaintiff is a member of the Consumer Class because he purchased from the Defendants during the Period Concerned several concert Tickets and thereby had to pay them excessive, unreasonable, abusive or disproportionate service fees for each of these concert Tickets;
5. In support of his action against the Defendants, the Plaintiff invokes, without limitation, the following articles the CPA, of the CCQ. and of the CA:

##### **i) Consumer Protection Act**

**Article 1.** In this Act, unless the context indicates otherwise,

(a) "address"

i. of the merchant means the place of his establishment or office indicated in the contract, or of a new establishment or office of which he subsequently notifies the consumer, except a post office box;

[...]

iii. of the consumer means the place of his usual residence indicated in the contract, or of a new residence of which he subsequently notifies the merchant;

**Article 2.** This Act applies to every contract for goods or services entered into between a consumer and a merchant in the course of his business.

**Article 8.** The consumer may demand the nullity of a contract or a reduction in his obligations thereunder where the disproportion between the respective obligations of the parties is so great as to amount to exploitation of the consumer or where the obligation of the consumer is excessive, harsh or unconscionable.

**Article 11.1** Any stipulation that obliges the consumer to refer a dispute to arbitration, that restricts the consumer's right to go before a court, in particular by prohibiting the consumer from instituting a class action, or that deprives the consumer of the right to be a member of a group instituting a class action is prohibited.

**Article 17.** In case of doubt or ambiguity, the contract must be interpreted in favour of the consumer.

**Article 54.2** A distance contract is deemed to be entered into at the address of the consumer.

**Article 261.** No person may derogate from this Act by private agreement.

**Article 262.** No consumer may waive the rights granted to him by this Act unless otherwise provided herein.

**Article 263.** Notwithstanding article 2863 of the Civil Code, a consumer, when exercising a right provided by this Act, may make proof by testimony, even to contradict or vary the terms of a writing, to establish that this Act has not been complied with.

**Article 270.** The provisions of this Act are in addition to any provision of another Act granting a right or a recourse to a consumer.

**Article 272.** If the merchant or the manufacturer fails to fulfil an obligation imposed on him by this Act, by the regulations or by a voluntary undertaking made under section 314 or whose application has been extended by an order under section 315.1, the consumer may demand, as the case may be, subject to the other recourses provided by this Act,

- (a) the specific performance of the obligation;
- (b) the authorization to execute it at the merchant's or manufacturer's expense;
- (c) that his obligations be reduced;
- (d) that the contract be rescinded;
- (e) that the contract be set aside; or
- (f) that the contract be annulled,

without prejudice to his claim in damages, in all cases. He may also claim punitive damages.

## **ii) Civil Code of Quebec**

**Article 6.** Every person is bound to exercise his civil rights in accordance with the requirements of good faith.

**Article 7.** No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner, and therefore contrary to the requirements of good faith.

**Article 1375.** The parties shall conduct themselves in good faith both at the time the obligation arises and at the time it is performed or extinguished.

**Article 1379.** A contract of adhesion is a contract in which the essential stipulations were imposed or drawn up by one of the parties, on his behalf or upon his instructions, and were not negotiable.

Any contract that is not a contract of adhesion is a contract by mutual agreement.

**Article 1384.** A consumer contract is a contract whose field of application is delimited by legislation respecting consumer protection whereby one of the parties, being a natural person, the consumer, acquires, leases, borrows or obtains in any other manner, for personal, family or domestic purposes, property or services from the other party, who offers such property or services as part of an enterprise which he carries on.

**Article 1435.** An external clause referred to in a contract is binding on the parties.

In a consumer contract or a contract of adhesion, however, an external clause is null if, at the time of formation of the contract, it was not expressly brought to the attention of the consumer or adhering party, unless the other party proves that the consumer or adhering party otherwise knew of it.

**Article 1437.** An abusive clause in a consumer contract or contract of adhesion is null, or the obligation arising from it may be reduced.

An abusive clause is a clause which is excessively and unreasonably detrimental to the consumer or the adhering party and is therefore contrary to the requirements of good faith; in particular, a clause which so departs from the fundamental obligations arising from the rules normally governing the contract that it changes the nature of the contract is an abusive clause.

**Article 1525.** Solidarity between debtors is not presumed; it exists only where it is expressly stipulated by the parties or provided for by law.

Solidarity between debtors is presumed, however, where an obligation is contracted for the service or operation of an enterprise.

The carrying on by one or more persons of an organized economic activity, whether or not it is commercial in nature, consisting of producing, administering or alienating property, or providing a service, constitutes the operation of an enterprise.

**Article 1621.** Where the awarding of punitive damages is provided for by law, the amount of such damages may not exceed what is sufficient to fulfil their preventive purpose.

Punitive damages are assessed in the light of all the appropriate circumstances, in particular the gravity of the debtor's fault, his patrimonial situation, the extent of the reparation for which he is already liable to the creditor and, where such is the case, the fact that the payment of the reparatory damages is wholly or partly assumed by a third person.

**Article 2804.** Evidence is sufficient if it renders the existence of a fact more probable than its non-existence, unless the law requires more convincing proof.

**Article 2811.** A fact or juridical act may be proved by a writing, by testimony, by presumption, by admission or by the production of real evidence, according to the rules set forth in this Book and in the manner provided in the Code of Civil Procedure (chapter C-25.01) or in any other Act.

**Article 2846.** A presumption is an inference drawn by the law or the court from a known fact to an unknown fact.

**Article 2849.** Presumptions which are not established by law are left to the discretion of the court, which shall take only serious, precise and concordant presumptions into consideration.

**Article 2854.** The production of real evidence is a means of proof which allows the judge to make his own findings. Such real evidence may consist of an object, as well as the representation for the senses of an object, fact or place.

**Article 2855.** The production of real evidence does not have probative force until its authenticity has been established by separate proof. However, where the real evidence produced is a technology-based document within the meaning of the Act to establish a legal framework for information technology (chapter C-1.1), authenticity need only be established in cases to which the third paragraph of section 5 of that Act applies.

**Article 2856.** The court may draw any inference it considers reasonable from the production of real evidence.

**Article 2865.** A commencement of proof may arise from an admission or writing of the adverse party, his testimony or the production of real evidence, where it renders plausible the alleged fact.

**Article 2874.** A statement recorded on magnetic tape or by any other reliable recording technique may be proved by such means, provided its authenticity is separately proved. However, where the recording is a technology-based document within the meaning of the Act to establish a legal framework for information technology (Chapter C-1.1), authenticity need only be established in cases to which the third paragraph of section 5 of that Act applies.

### **iii) Competition Act**

#### **PART I**

##### **Purpose and Interpretation**

###### **Purpose**

**1.1** The purpose of this Act is to maintain and encourage competition in Canada in order to promote the efficiency and adaptability of the Canadian economy, in order to expand opportunities for Canadian participation in world markets while at the same time recognizing the role of foreign competition in Canada, in order to ensure that small and medium-sized enterprises have an equitable opportunity to participate in the Canadian economy and in order to provide consumers with competitive prices and product choices.

### **Recovery of damages**

**36 (1)** Any person who has suffered loss or damage as a result of

- a)** conduct that is contrary to any provision of Part VI, or
- b)** the failure of any person to comply with an order of the Tribunal or another court under this Act,

may, in any court of competent jurisdiction, sue for and recover from the person who engaged in the conduct or failed to comply with the order an amount equal to the loss or damage proved to have been suffered by him, together with any additional amount that the court may allow not exceeding the full cost to him of any investigation in connection with the matter and of proceedings under this section.

### **False or misleading representations**

- **52 (1)** No person shall, for the purpose of promoting, directly or indirectly, the supply or use of a product or for the purpose of promoting, directly or indirectly, any business interest, by any means whatever, knowingly or recklessly make a representation to the public that is false or misleading in a material respect.

- **Proof of certain matters not required**

**(1.1)** 1. For greater certainty, in establishing that subsection (1) was contravened, it is not necessary to prove that

- **(a)** any person was deceived or misled;
- **(b)** any member of the public to whom the representation was made was within Canada; or
- **(c)** the representation was made in a place to which the public had access.

- **Permitted representations**

**(1.2)** For greater certainty, in this section and in sections 52.01, 52.1, 74.01, 74.011 and 74.02, the making or sending of a representation includes permitting a representation to be made or sent.

- **Drip pricing**

**(1.3) For greater certainty, the making of a representation of a price that is not attainable due to fixed obligatory charges or fees constitutes a false or misleading representation, unless the obligatory charges or fees represent only an amount imposed by or under an Act of Parliament or the legislature of a province.**

**Civil rights not affected**

**62 Except as otherwise provided in this Part, nothing in this Part shall be construed as depriving any person of any civil right of action.** (Our underlines)

6. The Plaintiff also bases his action on the Defendants' obligation to comply with the rules of conduct respecting good faith that, according to the circumstances, usage or the law, require them not to cause harm to others;
7. Regarding the legal foundation of his action, the Plaintiff also relies, as concerns the terms of application of section 8 of the CCP, in this case on the teachings of the Quebec Court of Appeal in its April 27, 2021 judgment in Association pour la protection automobile (APA) c. Banque de Montréal 2021 QCCA 676 (the "APA Judgment").
8. In the APA Judgment, the Court of Appeal responds to the question of what is the fair compensation that the members of the class action should receive from the Defendants in this case in exchange for payment of the RDPRM fees and the "administration" fees billed to them by these Defendants.
9. Until the APA Judgment, defendants in class actions based on section 8 of the CCP argued that the compensation received by consumers in exchange for fees they were billed covered all their (here the defendants) services under the contract, rather than the exact service for which said fees (here the consumers) were charged;
10. For example, in the APA Judgment case, the defendants argued that it was not only the services rendered by the defendants to register the conditional sale contract or the leasing contract with the Register of Personal and Movable Real Rights (RDPRM) that should be considered but indeed all the contract components, including the value of the vehicle that the consumer acquired or leased by signing this contract;
11. As appears from the APA Judgment, the Court of Appeal clearly indicated that the defendants in that case erred in their contentions and that what must be considered to determine whether the billed fee is abusive is strictly the value of the reciprocal service received by the consumer in exchange for payment of the fee billed and not all the services that the defendants undertake to provide to the consumer under the contract;

12. For the purposes of consideration by the Court, a highlighted example of the APA Judgment is filed in support of this Application for Authorization as **Exhibit P-1**;
13. In this regard, we wish to draw the Court's attention in particular to paragraphs 43 to 53 of the APA Judgment, with special attention to paragraphs **44, 45, 46, 47** and **50** thereof;
14. On the grounds claimed below, the Plaintiff submits that what the Class Members receive in exchange for payment of the Fees Billed by the Defendants is abusive and disproportionate and that this disproportion of the parties' respective services regarding said Fees Billed is considerable;

**B. THE DEFENDANTS TICKETMASTER CANADA LP, TICKETMASTER CANADA ULC, TICKETMASTER CANADA HOLDINGS ULC AND TICKETMASTER L.L.C. AND THEIR PARENT COMPANY LIVE NATION ENTERTAINMENT, INC.**

- a) **Defendant Ticketmaster Canada LP**
15. Defendant Ticketmaster Canada LP is a limited partnership incorporated under the *Limited Partnerships Act (Ontario)*, R.S.O. 1990 Chapter L. 16, having its head office at 123 Front Street West, suite 1100, Toronto, Ontario M5J 2M2 Canada and its elected domicile in Quebec at 7001, boulevard Saint-Laurent, Montreal, Quebec H2S 3E3, the whole as appears in more detail from the report from the **Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada LP, as of July 26, 2024**, filed herewith as **Exhibit P-2**;
16. At all times relevant hereto, Defendant Ticketmaster Canada LP operated and continues to operate, in particular in the field of activity of theatres and concerts as a ticket sales agency engaged in the sale of tickets and related services, the whole as appears in more detail i) from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada LP, as of July 26, 2024, Exhibit P-2, ii) from the report from the **Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada LP, as of November 27, 2022**, filed herewith as **Exhibit P-3**, iii) from **Excerpts from the Ticketmaster.ca website, as of July 26, 2024** filed herewith jointly as **Exhibit P-4**, and iv) **Excerpts from the Admission Network website** filed herewith jointly as **Exhibit P-5**;
17. Defendant Ticketmaster Canada LP has used, at least since the year 2011, the following other name: Admission Network, the whole as appears in more detail from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada LP, as of July 26, 2024, Exhibit P-2;
18. At all times relevant hereto, Defendant Ticketmaster Canada LP had, at least since November 27, 2022, and still has on the date hereof between 250 and 499 employees in Quebec, the whole as appears in more detail from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada LP, as of July 26, 2024, Exhibit P-2;

19. Also, at all times relevant hereto, Defendant Ticketmaster Canada LP has been and continues to be wholly (100%) owned by associates Ticketmaster Canada ULC, as general partner, and Ticketmaster Canada Holdings ULC, as limited partner, the whole as appears in more detail from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada LP, as of July 26, 2024, Exhibit P-2;

**b) Defendant Ticketmaster Canada ULC**

20. Defendant Ticketmaster Canada ULC (unlimited liability company) is a company incorporated under the *Companies Act (Nova Scotia), R.S.N.S. 1989*, amended by 2019, Ch. 4, sec. 13 (**effective July 1, 2024**), having its head office at 123 Front Street West, suite 1100, Toronto, Ontario M5J 2M2 Canada and its elected domicile in Quebec at 7001, boulevard Saint-Laurent, Montreal, Quebec H2S 3E3, the whole as appears in more detail from the report from the **Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada ULC, as of July 26, 2024**, filed herewith as **Exhibit P-6**;

21. At all times relevant hereto, Defendant Ticketmaster Canada ULC operated and continues to operate as, *inter alia*, a financial intermediary, the whole as appears in more detail i) from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada ULC, July 26, 2024, Exhibit P-6, and ii) from the report from the **Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada ULC, as of November 27, 2022**, filed herewith as **Exhibit P-7**;

22. Another fact to be pointed out is that, although Defendant Ticketmaster Canada ULC is the general partner of Defendant Ticketmaster Canada LP, Defendant Ticketmaster Canada ULC has never had, at least from November 27, 2022 until now, any employee in Quebec, the whole as appears in more detail i) from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada ULC, as of July 26, 2024, Exhibit P-6, and ii) from the report from the **Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada LP, as of November 27, 2022**, Exhibit P-3;

23. Defendant Ticketmaster Canada ULC has used in Quebec, at least since the year 2009, the following other name: Les Services Ticketmaster Canada, the whole as appears from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada ULC, as of July 26, 2024, Exhibit P-6;

24. Also, at all times relevant hereto, Defendant Ticketmaster Canada ULC was and continues to be wholly (100%) owned by Defendant Ticketmaster Canada Holdings ULC, the whole as appears in more detail from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada ULC, as of July 26, 2024, Exhibit P-6;

**c) Defendant Ticketmaster Canada Holdings ULC**

25. Defendant Ticketmaster Canada Holdings ULC is a corporation incorporated under the *Canada Business Corporations Act*, R.S.C. (1985), c. 44, having its head office at 123 Front Street West, suite 1100, Toronto, Ontario M5J 2M2 Canada and its elected domicile in Quebec at 7001, boulevard Saint-Laurent, Montreal, Quebec H2S 3E3, the whole as appears in more detail from the report from the **Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada Holdings ULC, as of July 26, 2024**, filed herewith as **Exhibit P-8**;
26. At all times relevant hereto, Defendant Ticketmaster Canada Holdings ULC operated and continues to operate in the field of activity of theatres and concerts, the whole as appears in more detail i) from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada ULC, as of July 26, 2024, Exhibit P-9, and ii) from the report from the **Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada Holdings ULC, as of November 27, 2022**, filed herewith as **Exhibit P-9**;
27. At all times relevant hereto, Defendant Ticketmaster Canada Holdings ULC was and remains the parent company of Defendant Ticketmaster Canada ULC, which is itself the general partner of Defendant Ticketmaster Canada LP, the whole as appears in more detail from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada ULC, as of July 26, 2024, Exhibit P-6;
28. In other words, Defendant Ticketmaster Canada Holdings ULC, which is the limited partner of Defendant Ticketmaster LP, is at the same time the controlling shareholder of Defendant Ticketmaster Canada ULC, which is the general partner of Defendant Ticketmaster Canada LP;
29. In addition, Defendant Ticketmaster Canada Holdings ULC has used in Quebec, at least since the year 2005, the following names: Les Services Ticketmaster Canada and Ticketmaster TM, the whole as appears in more detail from the report from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada Holdings ULC, as of July 26, 2024, Exhibit P-8;
30. Lastly, Defendant Ticketmaster Canada Holdings ULC uses and/or allows the continued use of the company name **Ticketmaster Canada Ltée/Ticketmaster Canada Ltd.** in connection with its operations in Canada, the whole as appears in more detail from **clause 3 of the Purchase Policy posted on the Ticketmaster.ca website, as of July 26, 2024**, filed herewith as **Exhibit P-10**;
31. Clause 3 of the Purchase Policy posted on the Ticketmaster.ca website, as of July 26, 2024, Exhibit P-10, stipulates, in French and in English, as follows:

**“3. De qui achetez-vous**

Ticketmaster agit en tant qu'agent pour les fournisseurs d'événements comme les artistes, les salles, les équipes, les fan-clubs, les promoteurs et les ligues (chacun étant un « fournisseur d'événements »). En général, nous vendons les billets au nom du fournisseur d'événements, et dans certains cas, nous détenons un petit nombre de billets dans le cadre de notre entente avec le fournisseur

d'événements. Lorsque vous achetez un billet pour un événement qui est situé au Canada, Ticketmaster Canada Ltée gère alors la transaction et collecte le paiement pour le fournisseur d'événements. Lorsque vous achetez un billet pour un événement qui est situé aux États-Unis, Ticketmaster LLC gère la transaction et collecte le paiement pour le fournisseur d'événements."

### **"3. Who You Are Buying From**

We act as the agent to those who provide events, such as artists, venues, teams, fan clubs, promoters, and leagues (the "Event Organizer"). We generally sell tickets on behalf of the Event Organizer, though, in some rare instances, we may own a small number of tickets as part of our services contract with the Event Organizer. When you purchase a ticket for an event that is located in the United States, Ticketmaster LLC will be handling the transaction and collecting payment for the Event Organizer. When you purchase a ticket for an event that is located in Canada, Ticketmaster Canada Ltd. will be handling the transaction and collecting payment for the Event Organizer."

(Underlining and highlighting added)

32. However, it would appear that the Ticketmaster Canada Ltée/Ticketmaster Canada Ltd. company no longer exists but was merged on October 31, 1997 with the Ticketmaster Canada Acquisition Limited company to become Defendant Ticketmaster Canada Holdings ULC, the whole as appears in more detail from the Quebec Enterprise Register (REQ) regarding Defendant Ticketmaster Canada Holdings ULC, as of July 26, 2024, Exhibit P-8;
33. Based on the foregoing, the Plaintiff submits that Defendant Ticketmaster Canada Holdings ULC is not a simple limited partner of the Defendant Ticketmaster Canada LP, but indeed a stakeholder duly involved in connection with the operations conducted by the Defendants in Canada and that, accordingly, it incurred its joint liability with the other Defendants towards the Class Members in a number of ways, including, without limitation, as limited partner involved in the business of the limited partnership in contravention of the provisions of section 2244 of the *Civil Code of Quebec*.

#### **d) Defendant Ticketmaster L.L.C.**

34. Defendant Ticketmaster L.L.C. (limited liability corporation) is a company incorporated and organized under the laws of the state of Virginia, having its head office at 9348 Civic Center Drive, Beverly Hills, California 90210 USA;
35. As we will see below, Defendant Ticketmaster L.L.C. is a subsidiary of the Live Nation Entertainment, Inc. company;
36. As noted in clause 3 of the Purchase Policy posted on the Ticketmaster.ca website, July 26, 2024, Exhibit P-10, Defendant Ticketmaster L.L.C. is responsible for handling the transaction and collecting payment for the event organizer when a

customer from Quebec purchases a ticket for an event that is located in the United States, as is the case for Plaintiff Felipe Morales in this matter;

37. In addition, it would appear that Defendant Ticketmaster L.L.C. is responsible for offering the Ticketmaster mobile application to Canadian consumers for downloading and use, the whole as appears in more detail from the July 17, 2024 announcement of Defendant Ticketmaster L.L.C., filed herewith as **Exhibit P-11**;
38. During the Period Concerned, the Defendants promoted their products and services across Canada, including in Quebec, the whole as appears in more detail from **Excerpts from the Ticketmaster.ca website, as of July 26, 2024**, filed herewith jointly as **Exhibit P-12**;
39. To the Plaintiff's best knowledge, the financial statements of the Defendants Ticketmaster Canada LP, Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC and Ticketmaster L.L.C. are not accessible to the public;

**e) The Defendants' parent company, Live Nation Entertainment, Inc.**

40. The Live Nation Entertainment, Inc. company (NYSE: LYV) (equally **Live Nation Entertainment** or **Live Nation**) claims on its website [www.livenationentertainment.com/](http://www.livenationentertainment.com/) to be "the world's leading live entertainment company comprised of global market leaders: Ticketmaster, Live Nation Concerts, and Live Nation Media & Sponsorship", the whole as appears from **Excerpts from the website <https://investors.livenationentertainment.com/>, as of July 26, 2024**, filed jointly herewith as **Exhibit P-13**;
41. Also on the Live Nation website, Exhibit P-13, Live Nation indicates:
  - 1) BIZ AT LIVE NATION – As the global leader in live, our Teams produce more concerts, sell more tickets, and connect more brands to music than anyone else in the world;**
  - 2) CONCERTS – We are the world's largest producer of live entertainment: 121M annual fans, 44,000 annual concerts, 100+ festivals, 45+ countries;**
  - 3) TICKETING – We are the world's leading ticketing platform, helping artists, venues, festivals, major sports leagues, theatre groups, and more, get millions of tickets into the hands of fans: 550M tickets sold annually, 35+ countries, 1.5 billion+ annual digital visitors; and**
  - 4) SPONSORSHIP – Live music is one of the most powerful ways to connect with new audiences. Our full-service Sponsorship team connects global, national and local partners to fans – when they're really listening: 1,000+ brand partners, 121M annual fans, 45 countries;**
42. The Live Nation company owned, on December 31, 2023, **339** subsidiaries (collectively the **Live Nation Subsidiaries**) spread across the world that constituted and continue to constitute a group of businesses with unequalled commercial strength in their industry (collectively the **LIVE NATION GROUP**), the

whole as appears in more detail from the list of the subsidiaries of the Live Nation Entertainment, Inc. company, December 31, 2023, filed herewith as **Exhibit P-14**;

43. As will be demonstrated in Heading VI entitled "Punitive Damages" of this Application for Authorization, the LIVE NATION GROUP benefits from a highly favourable financial situation and economic power enabling it to control, for all practical purposes, the global entertainment industry in all its most important forms, including all aspects of the setting of prices of the Fees Billed by the Defendants to Quebec consumers;

#### **IV. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY PLAINTIFF FELIPE MORALES**

44. The Plaintiff has been a huge fan of singer-musician Bruce Springsteen for many years;
45. During the year 2022, Bruce Springsteen announced the launch of the **Bruce Springsteen and The E Street Band Tour**;
46. As of that time, the Plaintiff did everything he had to do in order to be able, as a member of the Bruce Springsteen fan club (**Mr. Springsteen's Fan Club**), to take part in the advance sale of **2023 Springsteen E Street Band Tour** concert tickets;
47. Mr. Springsteen's Fan Club established a procedure whereby the Plaintiff's name was placed on a waiting list for priority access to one of the concerts of the Bruce Springsteen and The E Street Band Tour;
48. The list allowed for being chosen for one concert among 3 choices. The Plaintiff chose to attend one of the following concerts: in Albany, New York, in Boston, Massachusetts or in Newark, New Jersey;
49. The list also indicated that the Plaintiff was entitled to the purchase of a maximum of 4 tickets per user at a fixed price;
50. On Tuesday, July 19, 2022 at 9:17 p.m., the Plaintiff received a confirmation email from Ticketmaster informing him that he had been chosen and that he would have the chance to purchase tickets for the Bruce Springsteen and The E Street Band concert at the Prudential Center in Newark on April 14, 2023, the whole as appears in more detail from the email that the Plaintiff received on July 19, 2022 from Ticketmaster, filed herewith as **Exhibit P-15**;
51. Subsequently, the Plaintiff received on July 28, 2022 at 10:17 a.m. a code to enter on a special Ticketmaster site on July 29 at 10 a.m. to purchase the tickets, the whole as appears in more detail from the code that the Plaintiff received in a text message, filed herewith as **Exhibit P-16**;
52. On July 29, 2022, at the specified time, the Plaintiff went on the Ticketmaster site with his code and chose to purchase 4 tickets on the floor at a price of \$225 US per ticket;

53. When the Plaintiff attempted to finalize his purchase, he received a message to the effect that his "transaction could not be finalized";
54. In the seconds that followed, the Plaintiff received a message from his bank asking him if he wanted to make the purchase, which he immediately authorized;
55. However, when he returned to the Ticketmaster site, the price of the 4 tickets he had chosen to purchase had risen to \$4000 US per ticket, i.e. nearly 18 times the price of the tickets he had selected;
56. The Plaintiff then had to choose other tickets given that the seats at the front of the floor had now all been sold;
57. The Plaintiff returned to the Ticketmaster site and had to acquire 4 tickets less well situated than the 4 original tickets he had selected, at a cost of \$1,000 US per ticket plus service charges (\$148.00 US x 4 tickets = \$592.00 US) and order processing charges (\$7.00 US) for a grand total of \$4,599.00 US, or \$6,068.30 CAN, the whole as appears in more detail from the receipt from Ticketmaster, filed herewith as **Exhibit P-17**, and from the Plaintiff's TD Aeroplan Visa Platinum account activity statement, filed herewith as **Exhibit-P18**;
58. The Tickets that the Plaintiff finally had to purchase were not as good as the original ones he had selected and cost much more, as indicated above;
59. While the Tickets purchased were still floor Tickets, they were situated far back, whereas the original Tickets were VIP Tickets available to members of Mr. Springsteen's Fan Club and situated near the stage;
60. Since the very start of the above-mentioned transaction, Ticketmaster had in its possession the Plaintiff's address and telephone number and knew that he resided in Quebec;
61. Furthermore, the Plaintiff had taken care to pre-register his credit card with Ticketmaster in order to request the purchase of his tickets for the upcoming concert;
62. In full transparency towards the Court, the Plaintiff indicates that he was unable to keep a copy of the order he had tried to submit to Ticketmaster, but he recalls that the amount of the charges related to the purchase of these first 4 tickets was significantly lower than the amount of \$148.00 US that he had to pay for the tickets at \$1,000 US each;
63. In any event, the Defendants should be able to provide the Plaintiff and/or the Court with this basic information;
64. One thing the Defendant is certain of, though, is the fact that there was never any question, when he selected his first tickets at \$225.00 US per ticket, that he would also have to pay service charges of \$148.00 US per ticket for tickets with an issue price of \$225.00 US per ticket.

65. Plaintiff Felipe Morales respectfully submits that he has valid individual recourse against the Defendants that justifies instituting a class action against them on his own behalf and on behalf of the Class Members to claim from the Defendants any Fee Billed to the Class Members exceeding the actual cost incurred by the Defendants to render the service or services to which this Fee Billed provided entitlement or will provide entitlement;

## V. DEFENDANTS' FAULTS

66. In connection with their operations, the Defendants declare that they charge various fees to consumers, including service charges, order processing fees, shipping charges, delivery charges, expedited shipping charges, exchange fees and/or facility fees, plus the taxes applicable to said charges, the whole as appears in more detail in the Ticketmaster documents entitled **Purchase Policy** and **How ticket prices and fees are determined**, filed herewith, respectively, as **Exhibits P-20A and P-20B**;

67. The Defendants' method of operation is as follows:

1. They issue basic tickets for an event at a basic price for which the Fees Billed are in an amount representing a percentage (%) of the price of the basic ticket;

2. Then, the more the price of the ticket sold increases, the more the amount of the Fees Billed increases, this for exactly the same services as those related to the basic ticket;

3. In addition, to set the price of the tickets they sell, the Defendants use a dynamic pricing electronic system, otherwise called "market-based" (**Dynamic Pricing**), whereby as soon as demand increases for the Tickets for an Event, the more the price of the Tickets for this Event increases, the whole as appears in more detail, *inter alia*, from the following articles: 1) in La Presse : "Des concerts inabordables – Pourquoi les billets de spectacles sont-ils si chers ?" (Unaffordable shows: Why are concert tickets so expensive?), 2) Entertainment: "Springsteen's 'dynamic' ticket prices just the latest twist in Ticketmaster saga", 3) Radio-Canada: "Bruce Springsteen : la tarification dynamique de Ticketmaster fait exploser les prix" (Bruce Springsteen: Ticketmaster's dynamic pricing sends prices soaring), 4) CBC: "U.S. suing Ticketmaster owner Live Nation – U.S. Department of Justice is accusing the concert giant of exercising 'monopolistic control'", 5) "Ticketmaster's dynamic pricing: What it is and how it works", and 6) Flair: "FAUT QU'ON PARLE : du système aberrant de 'dynamic pricing' mis en place pour le concert de Sum 41 en Belgique" (We need to talk about the aberrant dynamic pricing system put in place for the Sum 41 concert in Belgium), filed herewith, respectively, as **Exhibits P-20A, P-20B, P-20C, P-20D, P-20E and P-20F**;

4. The fundamental question in this matter is whether the amount of the Fees Billed by the Defendants is affected by the price of the Ticket and/or the dynamic pricing of the cost of the ticket for a service of the same type as that which the purchaser of the Basic Ticket receives. Secondarily, the question is whether

the purchaser of a Base Ticket sold by the Defendants receives a valid compensatory service from them for the price of the Fees Billed charged to him or whether these Fees are Abusive or Disproportionate according to the teachings of the Court of Appeal in the APA Judgment;

68. A good example of how the Defendants operate with regard to the method of charging the Fees Billed to their customers and, thus, towards the Class Members is the increase in the price of the Plaintiff's original tickets, which went from \$225.00 US per Ticket to several thousand American dollars, as we have seen, as well as the Fees Billed of \$148.00 US per Ticket that the Plaintiff was charged for the 4 Tickets at \$1,000.00 US that he purchased from the Defendants.
69. Also, the Plaintiff was never informed by the Defendants of what exactly the Fees Billed of \$599.00 US that he paid to the Defendants were for, what these Fees Billed consisted of, and what was the respective and compensatory service that he received from the Defendants in return for the \$599.00 US payment he made to them;
70. The number of persons affected by the Defendants' way of doing things in Quebec alone is enormous;
71. For example, a simple check on this date (26-07-2024) under the Montreal heading on the [www.ticketmaster.ca](http://www.ticketmaster.ca) website indicates that the Defendants today are offering **610** upcoming concerts for the Montreal area alone, the whole as appears in more detail from **Excerpts of the www.ticketmaster.ca website, as of July 26, 2024**, filed jointly herewith as **Exhibit P-21**;
72. It is clear that the global and regional situation in which the Live Nation company and its Subsidiaries, including the Defendants, operate is monopolistic and this only reinforces the need to ensure that the Defendants comply with their legal obligations;
73. The Defendants are clearly specialists in the entertainment and Event Ticket sales industry and, as such, they cannot ignore the legal provisions contained in the *Consumer Protection Act*, the *Civil Code of Quebec* and the *Canada Competition Act*, as well as the case law teachings of our courts, *inter alia*, as concerns the charging of excessive, unreasonable, abusive or disproportionate Fees Billed to their customers;
74. It was thus voluntarily and knowingly that they decided to contravene their legal obligations in this respect;
75. The faults of which the Defendants are accused affect all the Class Members described in this Application for Authorization;
76. In concluding this section, the Plaintiff wishes to indicate to the Court that since President Joe Biden became President of the United States of America in 2021, he and his administration have acted with determination in attacking excessive, unreasonable, abusive or disproportionate fees of any kind, fees that they called

**Junk Fees**, the whole as appears in more detail, *inter alia*, from the following articles and documents: 1) The President's Initiative on Junk Fees and Related Pricing Practices, 2) Tweet by President Biden on November 3, 2022, 3) Tweet by President Biden on November 18, 2022, 4) "La FTC propose une règle sur les frais indésirables" (The FTC proposes a rule on unwanted charges), and 5) "Les responsables de Biden annoncent la répression des frais indésirables" (Biden administration officials announce a crackdown on unwanted charges), filed herewith respectively, as **Exhibits P-22A, P-22B, P-22C, P-22D and P-22E**;

## VI. PUNITIVE DAMAGES

77. The Defendants are clearly specialists in the world of entertainment of all kinds and related services and, as such, they could not and cannot ignore the provisions of the *Consumer Protection Act*, the *Regulation respecting the Application* of the this act and the case law of our courts in this respect;
78. Section 272 of the *Consumer Protection Act* stipulates that if a merchant fails to fulfil an obligation imposed on him by the Act, the consumer may claim punitive damages;
79. The *Consumer Protection Act* is a public order law that cannot be derogated from and it seeks to re-establish the contractual balance between the merchant and the consumer;
80. Section 1621 of the CCQ, entitled "Punitive damages", states, for its part, as follows:

**Section 1621:** *Where the awarding of punitive damages is provided for by law, the amount of such damages may not exceed what is sufficient to fulfil their preventive purpose.*

**Punitive damages are assessed in the light of all the appropriate circumstances, in particular the gravity of the debtor's fault, his patrimonial situation**, the extent of the reparation for which he is already liable to the creditor and, where such is the case, the fact that the payment of the reparatory damages is wholly or partly assumed by a third person.

(Underling and highlighting added)

81. The patrimonial (financial) situation of Live Nation, the parent company of the Defendants, over the past three years can be summarized as follows:

<b>Financial situation of the Live Nation Entertainment, Inc. company</b>		
<b>(in US dollars)</b>		
<b>B = billion and M = million</b>		
<b>Chiffres d'affaires</b>		
<b>(in billions of dollars)</b>		
2021	2022	2023
<b>6.2 B\$</b>	<b>16.6 B\$</b>	<b>22.7 B\$</b>
<b>Net profits</b>		
<b>(in millions of dollars)</b>		
2021	2022	2023
<b>(670 675 000 M\$)</b>	<b>149 216 000 M\$</b>	<b>315 842 000 M\$</b>
<b>Assets under administration and under management</b>		
<b>(in billions of dollars)</b>		
2021	2022	2023
<b>14,2 B\$</b>	<b>16,4 B\$</b>	<b>19,0 B\$</b>
<b>Shareholders' equity</b>		
<b>(in billions of dollars)</b>		
2021	2022	2023
<b>0,19 B\$</b>	<b>0,09 B\$</b>	<b>0,59 B\$</b>
<b>Market capitalization</b>		
<b>(in billions of dollars)</b>		
2021	2022	24.07.2024
<b>N/A</b>	<b>N/A</b>	<b>21,53 B\$</b>
<b>Return on equity</b>		
<b>(percentage)</b>		
2021	2022	2023
<b>-8,27%</b>	<b>13,90%</b>	<b>15,80%</b>

the whole as appears in more detail from the Annual Reports of the Live Nation Entertainment, Inc. company for the years 2021 to 2023, filed herewith respectively as **Exhibits P-23A, P-23B and P-23C**;

82. During its 2021 to 2023 financial years, the Live Nation Entertainment, Inc. company earned average annual income of more than **FIFTEEN BILLION DOLLARS (\$15,000,000,000)**, the whole as appears in more detail from the Annual Reports of the Live Nation Entertainment, Inc. company for the years 2021 to 2023, Exhibits P-23A, P-23B and P-23C;
83. Considering the economic power of the Defendants and their parent company, Live Nation, they can be expected to possess all the tools required not only to know the objective of the *Consumer Protection Act*, but also to understand the legislative and case law history of the sections of the CPA and the CCQ applicable in this matter;
84. In addition, the fact that parent company **Live Nation Entertainment, Inc.** generated a rate of return, compounded annually, on its equity of more than 15% per annum for the past year, while it is liable only for payment of an annual legal interest and additional indemnity rate of 10%, non-compoundable during the past year allows it to enrich itself significantly to the detriment of the Class Members;
85. In so doing, through the simple possession of the Class Members' money, the Defendants enrich themselves with respect to these Members;
86. Furthermore, the longer the period of the class action, the more the Defendants enrich themselves;
87. These are clearly circumstances to be examined by the Court according to the provisions of section 1621 of the *Civil Code of Quebec*;
88. Condemning the Defendants to pay punitive damages to the Plaintiff and the Class Members having contracted with them will accomplish the objective sought by the procedural vehicle that is the class action, namely, dissuade the Defendants from adopting such reprehensible conduct in future;
89. Accordingly, the Class Members, under the aegis of the *Consumer Protection Act*, are entitled to punitive damages and the Defendants should be condemned jointly and severally to pay the claimed amount of \$500.00 (to be adjusted) to the Class Members;

## **VII. THE FACTS GIVING RISE TO AN INDIVIDUAL ACTION ON THE PART OF EACH OF THE CLASS MEMBERS**

90. The Members of the Main Class having purchased, from within the province of Quebec, one or more Tickets giving access to one or more Events having been held and/or to be held anywhere in North America from the Defendants are bound to them by a contract of adhesion (section 1379 CCQ), as the essential stipulations of which were imposed by the Defendants;

91. For their part, the Members of the Consumer Class having purchased, from within the province of Quebec, one or more Tickets giving access to one or more Events having been held and/or to be held anywhere in North America from the Defendants are also bound to them by a consumer contract (section 1384 CCQ), the external clauses of which may not be set up against them (section 1435 CCQ);
92. Plaintiff Felipe Morales claims from the Defendants on his own behalf and on behalf of the other Members any Fee Billed to the Class Members during the Period Concerned for any Ticket purchased that exceeds, in any form or in any way, the actual cost incurred by one or more of the Defendants to render the service or services to which this Fee Billed provided entitlement or will provide entitlement;
93. The Plaintiff also claims, on his own behalf and on behalf of the other Members of the Consumer Class, punitive damages of \$500 per Consumer Member against the Defendants for the flagrant and obvious violation of a public order law;
94. The Defendants did not exercise their rights in accordance with the requirements of good faith, but, rather, exercised them in an excessive, unreasonable, abusive and disproportionate manner in contravention of the legal provisions that apply to them;

### **VIII. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

- a. **The identical, similar or related issues of fact and law linking the members of the Classes who did business with Defendants Ticketmaster that the Plaintiff wishes to settle through the class action are:**

#### **For the Main Class**

- a) Did the Defendants contravene, *inter alia*, sections 6, 7, 1375 and/or 1437 of the *Civil Code of Quebec* regarding the Fee(s) Billed that they charged to the Members of the Main Class for the purchase of one or more Tickets giving access to one or more Events having been held and/or to be held anywhere in North America?
- b) Did the Defendants commit one or more faults towards the Members of the Main Class that resulted in the Defendant's liability?
- c) If so, what are the damages to which the Members of the Main Class are entitled?

#### **For the Consumer Class**

- a) Did the Defendants contravene, *inter alia*, section 8 of the *Consumer Protection Act* regarding the Fee(s) Billed that they charged to the Members of the Consumer Class for the purchase of one or more

Tickets giving access to one or more Events having been held and/or to be held anywhere in North America?

- b) Did the Defendants commit one or more faults towards the Members of the Consumer Class that resulted in the Defendants' liability?
- c) If so, what are the damages to which the Members of the Consumer Class are entitled?
- d) Are the Members of the Consumer Class entitled to punitive damages of \$500.00 per Member from the Defendants?

**b. The alleged facts justifying the conclusions sought**

- 95. The facts alleged in this Application establish the existence of a fault;
- 96. The facts alleged result in the Defendants' liability;
- 97. Plaintiff Felipe Morales and the Class Members suffered harm by reason of the Defendants' illegal and wrongful actions;
- 98. The conclusions sought are aimed at the Defendants being condemned to pay damages to which the Class Members are entitled;
- 99. The conclusions sought are also aimed at the Defendants being condemned to pay punitive damages for violating a public order law;

**c. The composition of the Class makes it difficult or impracticable to apply sections 91 and 143 of the CCP for the following reasons:**

- 100. It is difficult for the Plaintiff to precisely determine the number of Class Members;
- 101. Plaintiff Felipe Morales submits that, both from the evidence filed in support of this Application for Authorization and from the inferences that the Court can draw from this evidence, it is reasonable to infer that the Main Class and the Consumer Class are composed of thousands of persons and that the Plaintiff is certainly not the only person to have suffered damages caused by the Defendants' fault in this matter;
- 102. For example, the Plaintiff also submits that, on their Canadian website [www.ticketmaster.ca](http://www.ticketmaster.ca), the Defendants are promoting and selling Tickets for a great number of Events to be held within Quebec and elsewhere in North America during the coming days and months, the whole as appears from **Excerpts of the www.ticketmaster.ca website, July 26, 2024**, filed jointly herewith as **Exhibit P-24**;
- 103. The Plaintiff submits that the amount of the Fees Billed charged by the Defendants to the Class Members for the purchase, from within the province of Quebec, of one or more Tickets giving access to an Event having been held and/or to be held

anywhere in North America and the names and addresses of the persons concerned are impossible to obtain and are in the Defendants' possession;

104. It is difficult, indeed impossible to trace each and every one of the persons concerned in this case and to contact each of the Class Members to obtain a mandate or proceed by means of consolidation of actions;
105. To reach all the Class Members, the Plaintiff has no choice but to proceed by means of an Application for Authorization to institute a class action and to obtain the status of representative;
106. All the facts alleged in the preceding paragraphs render application of sections 91 and 143 of the CCP impossible;

**d. Plaintiff is able to properly represent the Members of the classes**

107. The Plaintiff is a Member of the Class;
108. The Plaintiff has knowledge of the facts that justify his action and that of the Class Members;
109. Personally and as a member of the Quebec Bar for nearly 30 years, the Plaintiff fully understands the nature of the action and the issues raised in this Application for Authorization;
110. The Plaintiff is prepared to devote the time necessary to the litigation and to working with the Class Members;
111. The Plaintiff is able to properly represent the Class Members whom he intends to represent and assures the Court that his interests do not conflict with theirs;
112. The Plaintiff is able to work with their counsel in this class action and perform all the steps required to carry out his mandate;
113. The Plaintiff is prepared to manage this class action in the interests of the Class Members whom he intends to represent and is determined to bring to completion this legal matter, the whole for the benefit of all the Class Members;
114. The Plaintiff has the interest and ability to properly represent all the Class Members;
115. The Plaintiff is of good faith and submits this Application for Authorization and to obtain the status of representative in order to ensure that the rights of the Class Members are recognized;

**IX. IT IS APPROPRIATE TO AUTHORIZE THE INSTITUTING OF A CLASS ACTION IN THIS MATTER**

116. It appears from the facts and the issues mentioned above that the claims present a common denominator, namely, identical, similar or related issues of law or fact justifying instituting a class action for the benefit of all the Class members;

117. The demonstration of the Defendants' fault will benefit all the Class Members;
118. A class action is the only procedural vehicle that enables all the Class Members to have access to justice and to require the Defendants to assume their responsibilities and their legal obligations vis-à-vis the facts set out in this Application for Authorization;
119. Authorization of this class action should dissuade the Defendants from continuing their illegal actions, this being one of the objectives sought by the procedural vehicle that the class action constitutes;
120. Evidence on an individual basis before the Court of Quebec, Small Claims Division, would be extremely costly and an individual action by each Class Member would bog down the judicial system;
121. This Application for Authorization to institute a class action and to obtain the status of representative is well founded in fact and in law;

## **X. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

### **a) Nature of the action**

122. The Plaintiff wishes to institute, on his own behalf and on behalf of all the Class Members, a civil liability and punitive damages class action against the Defendants;

### **b) Conclusions sought**

123. The conclusions that the Plaintiff seeks against the Defendants through his application for authorization to institute a class action and to obtain the status of representative are as follows:
124. **GRANT** this originating application made by the Plaintiff on his own behalf and on behalf of all the Class Members;
125. **CONDEMN** Defendants Ticketmaster Canada LP, Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC and Ticketmaster L.L.C. jointly and severally to reimburse each of the Members of the Main Class any Fee Billed during the Period Concerned for any Ticket purchased that exceeds, in any form or in any way, the actual cost incurred by the Defendant(s) to render the services to which this Fee Billed provided entitlement or will provide entitlement, the whole with interest at the legal rate plus the additional indemnity provided for in section 1619 of the *Civil Code of Quebec* effective July 29, 2024, and **ORDER** the collective recovery of these sums;
126. **CONDEMN** Defendants Ticketmaster Canada LP, Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC and Ticketmaster L.L.C. jointly and severally to pay each Class Member who is part of the Consumer Class the sum of \$500.00 as punitive damages, the whole with interest at the legal rate plus the additional indemnity provided for in section 1619 of the *Civil Code of Quebec* effective the

date of the final judgment to be rendered in the matter, and **ORDER** the collective recovery of these sums;

127. **THE WHOLE** with legal costs, including notification, expert and administrative fees;
128. This Application for Authorization is well founded in fact and in law.

**FOR THESE REASONS, MAY IT PLEASE THE COURT TO:**

**GRANT** this Application for Authorization to institute a class action and to obtain the status of representative;

**AUTHORIZE** instituting of the class action in the form of an originating application respecting civil liability and reimbursement of the Fees Billed overpaid by the Class Members to the Defendants for the purchase, from within the province of Quebec, of one or more Tickets giving access to an Event having been held and/or to be held anywhere in North America and for punitive damages for the Members of the Consumer Class;

**ATTRIBUTE** to Plaintiff Felipe Morales the status of representative for the purposes of instituting the class action on behalf of the classes described as follows:

**Main Class**

"All natural persons, legal persons under private law, companies or associations or other groups without legal status (individually a "**Member**" or collectively the "**Members**") who purchased, from within the province of Quebec, from any of Defendants Ticketmaster Canada LP, Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC and/or Ticketmaster L.L.C. (individually a "**Defendant**" and collectively the "**Defendants**") at a ticket outlet, on one of their Internet sites (including their Réseau Admission/Admission Network) or on one of their mobile applications or other applications, one or more original or resale tickets or vouchers of any kind, including, without limitation, one or more subscriptions, packages, laissez-passer, passes or access cards (individually a "**Ticket**" or collectively "**Tickets**") giving access to one or more concerts or to one or more events of any type, including, without limitation, one or more concerts, sporting or other events, theatre performances, exhibitions, dance, magic, illusion or hypnosis performances, multimedia performances, comedy shows, musicals or festivals (individually an "**Event**" or collectively "**Events**") having been held and/or to be held anywhere in North America and who had to pay to one or more of the Defendants one or more excessive, unreasonable, abusive or disproportionate fees in any form, including, without limitation, service fees, order processing fees, shipping fees, delivery fees,");

### **Consumer Class**

"All the natural persons in Quebec (individually a "**Consumer Member**" or collectively the "**Consumer Members**") who purchased, from within the province of Quebec, from any of the Defendants, at a ticket outlet, on one of their Internet sites (including their Réseau Admission/Admission Network) or on one of their mobile applications, one or more Tickets giving access to one or more Events having been held and/or to be held anywhere in North America and who had to pay to one or more of the Defendants one or more Fees Billed in connection with the purchase of one or more Tickets for one or more Events during the Period Concerned"

or any other sub-class to be identified by the Court (the "**Consumer Class**");

(the Main Class and the Consumer Class are hereunder sometimes designated collectively as the "**Class**". It is, moreover, understood that the Consumer Class is constituted for the purposes of application of the *Consumer Protection Act* CQLR, c. P-40.1 (the "**CPA**") and that the members of this sub-group form an integral part of the Main Class);

Unless specifically indicated otherwise, the terms in bold in the description of the Main Class and in the description of the Consumer Class are intended to have, for all legal purposes, the same meaning when used in this Application for authorization to institute a class action and to obtain the status of representative (the "**Application for Authorization**"), including in the conclusions thereof;

**IDENTIFY** as follows the principal issues of fact and of law that will be dealt with collectively:

#### **For the Main Class**

- a) Did the Defendants contravene, inter alia, sections 6, 7, 1375 and/or 1437 of the *Civil Code of Quebec* regarding the Fee(s) Billed that they charged to the Members of the Main Class for the purchase of one or more Tickets giving access to one or more Events having been held and/or to be held anywhere in North America?
- b) Did the Defendants commit one or more faults generating liability against the Members of the Main Class?
- c) If so, what are the damages to which the Members of the Main Class are entitled?

#### **For the Consumer Class**

- d) Did the Defendants contravene, inter alia, section 8 of the *Consumer Protection Act* regarding the Fee(s) Billed that they charged to the Members of the Consumer class for the purchase of one or more Tickets giving access to one or more Events having been held and/or to be held anywhere in North America?

- e) Did the Defendants commit one or more faults generating liability against the Members of the Consumer class?
- f) If so, what are the damages to which the Members of the Consumer Class are entitled?
- g) Are the Members of the Consumer class entitled to punitive damages of \$500.00 per Member from the Defendants?

**IDENTIFY** as follows the conclusions sought attaching thereto:

**GRANT** this originating application made by the Plaintiff on his own behalf and on behalf of all the Class Members;

**CONDEMN** jointly and severally Defendants Ticketmaster Canada LP, Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC and Ticketmaster L.L.C. to reimburse each of the Members of the Main Class any Fee Billed during the Period Concerned for any Ticket purchased that exceeds, in any form or in any way, the actual cost incurred by the Defendant(s) to render the services to which this Fee Billed provided entitlement or will provide entitlement, the whole with interest at the legal rate plus the additional indemnity provided for in section 1619 of the *Civil Code of Quebec* effective July 29, 2024, and **ORDER** the collective recovery of these sums;

**CONDEMN** jointly and severally Defendants Ticketmaster Canada LP, Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC and Ticketmaster L.L.C. to pay each Class Member who is part of the Consumer Class the sum of \$500.00 as punitive damages, the whole with interest at the legal rate plus the additional indemnity provided for in section 1619 of the *Civil Code of Quebec* effective the date of the final judgment to be rendered in the matter, and **ORDER** the collective recovery of these sums;

**THE WHOLE** with legal costs, including notification, expert and administrative fees;

**DECLARE** that unless they opt out, Class Members will be bound by any judgment to be rendered on the class action in the legally prescribed manner;

**SET** the opting-out time limit at thirty (30) days after notification to the Members, after which time Class Members not having opted out will be bound by any judgment to be rendered;

**ORDER** the publication and distribution, no later than thirty (30) days after the date of pronouncement of the judgment to be rendered on this Application for Authorization to institute a class action and to obtain the status of representative, of a notice to the Members by the means indicated below:

- The notice to Class Members will be distributed by means of an announcement campaign, in English and in French, on Facebook and on Twitter at the Defendant's expense;
- The announcements will contain a few relevant sentences with a link to the Notice to Members posted on the website of the Plaintiff's counsel;
- The announcements will be specifically aimed at persons in Québec 18 years of age or over;
- The publicity campaign will last 30 days;
- The Plaintiff's counsel will post the notice to the Class Members on their website;
- The Plaintiff's counsel will publish the notice to the Class Members in the Superior Court of Quebec's Class Actions Registry and in the Canadian Bar Association's Class Actions Registry;

**REFER** the case to the chief justice for determination of the district in which the class action is to be brought and for the designation of the judge to hear it;

**THE WHOLE** with legal costs, including the notification costs required for the publication and distribution of the notices to the Members following the authorization judgment.

MONTREAL, July 26, 2024

**(S) Paquette Gadler inc**

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**PAQUETTE GADLER INC.**

Counsel for the Plaintiff  
Felipe Morales

**CERTIFIED COPY**

Paquette Gadler Inc.  
**PAQUETTE GADLER INC.**

Counsel for the Plaintiff  
Felipe Morales

**SUMMONS**  
(articles 145 and following CCP)

**Filing of a judicial application**

Take notice that the plaintiff has filed this originating application in the office of the Superior Court of the judicial district of Montreal for authorization to institute a class action and to obtain the status of representative.

**Defendant's answer**

You must answer the application in writing, personally or through a lawyer, at the Montreal courthouse situated at 1, rue Notre-Dame Est, Montreal, Quebec H2Y 1B6 within 15 days of service of this application or, if you have no domicile, residence or establishment in Quebec, within 30 days. The answer must be notified to the plaintiff's lawyer or, if the plaintiff is not represented, to the plaintiff.

**Failure to answer**

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

**Content of answer**

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code of Civil Procedure, cooperate with the plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of this summons. However, in family matters or if you have no domicile, residence or establishment in Quebec, it must be filed within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

**Change of judicial district**

You may ask the court to transfer this application for authorization to institute a class action and to obtain the status of representative to the district where your domicile is located or, failing that, where your residence or the domicile you elected or agreed to with the plaintiff is located.

If the application pertains to an employment, consumer or insurance contract or to the exercise of a hypothecary right on the immovable serving as your main residence and you are the consumer, employee, insured, beneficiary of the insurance contract or the hypothecary debtor, you may ask for it to be transferred to the district where your domicile or residence is located or to the district where the immovable is located or the district where the loss occurred. You file this application with the special clerk of the territorially competent district after notifying the other parties and the clerk of the court that had already received it.

### **Transfer of application to Small Claims Division**

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

### **Calling to a case management conference**

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing that, the protocol is presumed to be accepted.

### **Exhibits in support of the Application for Authorization**

In support of his Application for Authorization to institute a class action and to be representative, the Plaintiff invokes the following exhibits:

- EXHIBIT P-1:** APA Judgment
- EXHIBIT P-2:** Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada LP, July 26, 2024
- EXHIBIT P-3:** Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada LP, November 27, 2022
- EXHIBIT P-4:** Excerpts from the Ticketmaster.ca website, July 26, 2024
- EXHIBIT P-5:** Excerpts from the Admission Network website
- EXHIBIT P-6:** Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada ULC, July 26, 2024
- EXHIBIT P-7:** Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada ULC, November 27, 2022
- EXHIBIT P-8:** Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada Holdings ULC, July 26, 2024
- EXHIBIT P-9:** Quebec Enterprise Register (REQ) of Defendant Ticketmaster Canada Holdings ULC, November 27, 2022
- EXHIBIT P-10:** Clause 3 of the Purchase Policy posted on the Ticketmaster.ca website, July 26, 2024

**EXHIBIT P-11:** July 17, 2024 announcement of Defendant Ticketmaster L.L.C.

**EXHIBIT P-12:** Excerpts from the Ticketmaster.ca website, July 26, 2024

**EXHIBIT P-13:** Excerpts from the <https://investors.livenationentertainment.com> website, July 26, 2024

**EXHIBIT P-14:** List of the subsidiaries of the Live Nation Entertainment, Inc. company, December 31, 2023

**EXHIBIT P-15:** Email received on July 19, 2022 from Ticketmaster

**EXHIBIT P-16:** Code that the Plaintiff received in a text message

**EXHIBIT P-17:** Receipt from Ticketmaster

**EXHIBIT P-18:** Plaintiff's TD Aeroplan Visa Platinum account activity statement

**EXHIBIT P-19A:** Purchase Policy

**EXHIBIT P-19B:** How ticket prices and fees are determined

**EXHIBIT P-20A:** La Presse : "Des concerts inabordables – Pourquoi les billets de spectacles sont-ils si chers ?" (Unaffordable shows: Why are concert tickets so expensive?)

**EXHIBIT P-20B:** Entertainment: "Springsteen's 'dynamic' ticket prices just the latest twist in Ticketmaster saga",

**EXHIBIT P-20C:** Radio-Canada: "Bruce Springsteen : la tarification dynamique de Ticketmaster fait exploser les prix" (Bruce Springsteen: Ticketmaster's dynamic pricing sends prices soaring)

**EXHIBIT P-20D:** CBC: "U.S. suing Ticketmaster owner Live Nation – U.S. Department of Justice is accusing the concert giant of exercising 'monopolistic control'"

**EXHIBIT P-20E:** Ticketmaster's dynamic pricing: What it is and how it works

**EXHIBIT P-20F:** Flair: "FAUT QU'ON PARLE : du système aberrant de 'dynamic pricing' mis en place pour le concert de Sum 41" (We need to talk about the aberrant dynamic pricing system put in place for the Sum 41 concert)

**EXHIBIT P-21:** Excerpts of the [www.ticketmaster.ca](http://www.ticketmaster.ca) website, July 26, 2024, filed jointly

**EXHIBIT P-22A:** The President's Initiative on Junk Fees and Related Pricing Practices

**EXHIBIT P-22B:** Tweet by President Biden on November 3, 2022

**EXHIBIT P-22C:** Tweet by President Biden on November 18, 2022

**EXHIBIT P-22D:** "La FTC propose une règle sur les frais indésirables" (The FTC proposes a rule for unwanted charges)

**EXHIBIT P-22E:** "Les responsables de Biden annoncent la répression des frais indésirables" (Biden administration officials announce a crackdown on unwanted charges)

**EXHIBIT P-23:** Annual Reports of the Live Nation Entertainment, Inc. company for the years 2021 to 2023

**EXHIBIT P-23A:** Annual Report of the Live Nation Entertainment, Inc. company for the year 2021

**EXHIBIT P-23B:** Annual Report of the Live Nation Entertainment, Inc. company for the year 2022

**EXHIBIT P-23C:** Annual Report of the Live Nation Entertainment, Inc. company for the year 2023

**EXHIBIT P-24:** Excerpts of the [www.ticketmaster.ca](http://www.ticketmaster.ca) website, July 26, 2024

**MONTREAL, July 26, 2024**

**(S) Paquette Gadler inc**

**PAQUETTE GADLER INC.**

Counsel for the Plaintiff  
Felipe Morales

**CERTIFIED COPY**

Paquette Gadler Inc.  
**PAQUETTE GADLER INC.**

Counsel for the Plaintiff  
Felipe Morales

**SUPERIOR COURT  
(CLASS ACTION CHAMBER)**

**FELIPE MORALES**

Plaintiff  
v.

TICKETMASTER CANADA LP - and -

TICKETMASTER CANADA ULC - and -

TICKETMASTER CANADA HOLDINGS ULC -  
and -

TICKETMASTER L.L.C.

Defendants

**APPLICATION FOR AUTHORIZATION  
TO INSTITUTE A CLASS ACTION AND  
TO OBTAIN THE STATUS OF  
REPRESENTATIVE  
(Articles 571 et seq. CCP)**

**COPY FOR TICKETMASTER L.L.C.**  
9348 Civic Center Drive, BEVERLY HILLS  
(California) USA, 90210

*JG*  
PAQUETTE GADLER INC.,  
AVOCATS  
BARRISTERS AND SOLICITORS

353, SAINT-NICOLAS, BUREAU B-200, MONTREAL (QUEBEC) H2Y 2P1  
PHONE: 514-849-0771 • FAX: 514-849-4817  
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BP 2161

I certify that the above translation is in all  
respects a true and correct translation of

the original document

a copy of the original document  
written in the French language.

Association's Reg. No.: 24-1645

Translator: Planchon

OTTIAG # 3641

Solemnly declared and signed before me in the City  
of Montreal, Province of Quebec, on this 23rd  
day of September, 2004

*Samuel Keleny*  
COMMISSAIRE À L'ASSERMENTATION  
**SAMUEL KELENY 227579**

COMMISSIONER OF OATHS

A.T.I.A.L.G.I.T.

440 EST, RUE ST-ANTOINE

MONTREAL, QC H2Y 1A5

TÉL: (514)845-3111 FAX: (514)845-3006

Pour tous les districts judiciaires du Québec  
et pour l'extérieur du Québec.

For all judicial districts of Quebec and for

outside of Quebec