

**NOTICE TO MEMBERS: CLASS ACTION AGAINST
L'ARÉNA DES CANADIENS INC. ("evenko")**

NOTICE TO ALL PERSONS WHO PURCHASED A TICKET FROM THE DEFENDANT (INCLUDING UNDER THE NAME EVENKO) AND WHO PAID AN "ELECTRONIC TICKET" FEE, A "WILL CALL - BOX OFFICE PICKUP" FEE, A "MOBILE TICKET" FEE, A "TICKETLESS" FEE, OR ANY OTHER DELIVERY FEE TO RECEIVE THEIR TICKETS VIA EMAIL, MOBILE DEVICE, PHYSICAL PICKUP, OR TO USE THEIR CREDIT CARD AS A TICKET SINCE MAY 3, 2015.

1. **TAKE NOTICE** that on November 27, 2018, the Honourable Mr. Justice Bisson of the Superior Court of Québec authorized the bringing of a class action against l'Aréna des Canadiens inc. and appointed the status of representative plaintiff to Ms. Sidel to act on behalf of the class of persons described as:

All persons who purchased a ticket from the Defendant (including under the name evenko) and who paid an "Electronic Ticket" fee, a "Will Call - Box Office pickup" fee, a "Mobile Ticket" fee, a "Ticketless" fee, or any other delivery fee to receive their tickets via email, mobile device, physical pickup, or to use their credit card as a ticket since May 3, 2015.

2. This class action will be brought in the district of Montreal.
3. For the purpose of this class action, the class representative has elected domicile at her attorney's office located at:

Jeff Orenstein
Consumer Law Group Inc.
1030 Berri St., Suite 102
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4. The principal questions of facts and law that will be dealt with collectively are:
 - a) Do the Electronic Ticket, Will Call, Mobile Ticket, or Ticketless fees paid by the Class Members constitute exploitation and objective lesion under section 8 of the CPA?
 - b) Are the Defendant's Electronic Ticket, Will Call, Mobile Ticket, or Ticketless fees excessively and unreasonably detrimental to Class Members such that the contractual clauses allowing them to charge such fees are abusive under article 1437 of the CCQ?

- c) Is the portion of the contract concerning Electronic Ticket, Will Call, Mobile Ticket, or Ticketless fees null, entitling Class Members to a full reimbursement of the amounts paid to the Defendant?
- d) In the alternative, must the Class Members' obligations be reduced and if so, by how much?
- e) Should an injunctive remedy be ordered to prevent the Defendant from continuing to charge these fees?
- f) Are Class Members entitled to punitive damages and, if so, in what amount?

5. The conclusions sought in relation to the above questions are as follows:

GRANT Plaintiff's action against Defendant on behalf of all the Class Members;

DECLARE the Defendant liable for the damages suffered by the Plaintiff and each of the Class Members;

DECLARE that the Electronic Ticket, Will Call, Mobile Ticket, and Ticketless fees charged by Defendant amount to exploitation under article 8 of the CPA;

DECLARE that the Electronic Ticket, Will Call, Mobile Ticket, and Ticketless fees charged by the Defendant are excessively and unreasonably detrimental to consumers or adhering parties and are therefore in violation of article 1437 of the CCQ;

DECLARE abusive and null the clauses in the Defendant's service agreements which provide for these fees;

ORDER the Defendant to cease from continuing to charge these fees;

CONDEMN the Defendant to pay the Plaintiff and Class Members compensatory damages for the aggregate of the amounts charged as Electronic Ticket, Will Call, Mobile Ticket, and Ticketless fees;

ORDER the collective recovery of all damages owed to the Class Members for the amounts overcharged;

CONDEMN the Defendant to pay to each Class member the sum of \$15.00 per purchase on account of punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER that the claims of individual Class Members be the object of collective

liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendant to bear the costs of the present action at all levels, including the cost of all exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

6. **If you wish to exclude yourself from the class action**, you have to notify the registry of the Superior Court of Quebec, District of Montreal **no later than March 1, 2019**, by registered or certified mail at this address:

Superior Court of Québec, 1 Notre-Dame street East, Montreal, H2Y 1B6.

You must state that you wish to exclude yourself from the class action of *Sidel v. l'Aréna des Canadiens inc.* (case number 500-06-000924-189).

7. The date after which a class member can no longer request his exclusion from the class, unless specifically authorized by the Court, is **March 1, 2019**.
8. A class member who has not requested his exclusion is bound by any judgement that may be rendered in the class action to be instituted in the manner provided for by law.
9. **If you wish to be included** in the class action, **you have nothing to do**.
10. As a class member, you have the right to intervene in the present class action, in the manner provided for by law.
11. No class member other than the representative plaintiff or an intervenor may be required to pay legal costs arising from the class action.
12. For further information, you may contact class counsel listed below. Your name and any information provided will be kept confidential. **Please do not contact evenko or the Judges of the Superior Court.**

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**THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS
HAS BEEN APPROVED AND ORDERED BY THE
SUPERIOR COURT OF QUÉBEC.**