



**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 19-May-2020
Délivré par voie électronique
Toronto

SHANDELLE RANDALL

Plaintiff

- and -

STUBHUB CANADA LTD. and STUBHUB, INC.

Defendants

STATEMENT OF CLAIM

Proceeding under the *Class Proceedings Act, 1992*

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO

PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$10,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: May 19, 2020 Electronically issued via the Civil Claims Online Portal

TO: **STUBHUB CANADA LTD.**
 240 Richmond St W
 Suite #4-113
 Toronto, ON M5V 1V6

AND TO: **STUBHUB, INC.**
 199 Fremont Street,
 4th Floor,
 San Francisco, CA 94105
 United States

CLAIM

1. In this Statement of Claim, in addition to the terms that are defined elsewhere herein, the following terms have the following meanings:

- (a) "**CJA**" means the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended;
- (b) "**Canceled**" means, in relation to a ticketed event, that the event does not occur at the time and place printed on the ticket, despite any claim by the Defendants that the event has been, could be, or will be "rescheduled";
- (c) "**Class**" or "**Class Members**" means all persons resident in Canada, except for Excluded Persons, who purchased one or more tickets from the Defendants before March 25, 2020, for an event that has been canceled, or is canceled prior to certification of this claim, and who have not received a refund;
- (d) "**Competition Act**" means the *Competition Act*, R.S.C. 1985, c. C-34;
- (e) "**Consumer Protection Act**" means the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A;
- (f) "**CPA**" means the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended;
- (g) "**Defendants**" or "**StubHub**" means StubHub Canada Ltd. and StubHub, Inc.;
- (h) "**Equivalent Consumer Protection Statutes**" means the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c.2, the *Fair Trading Act*, R.S.A. 2000, c. F-2, the *Consumer Protection and Business Practices Act*, S.S. 2013, c. C-30.2, the *Business Practices Act*, C.C.S.M., c. B120, the *Consumer Protection Act*, C.Q.L.R., c. P-40.1 and the

Consumer Protection and Business Practices Act, S.N.L. 2009, c. C-31.1,
as amended;

- (i) "**Excluded Persons**" means 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.

RELIEF SOUGHT

2. The Plaintiff claims on her own behalf and on behalf of the other Class Members:

- (a) an order certifying this action as a class proceeding pursuant to the *CPA* and appointing the Plaintiff as the representative plaintiff for the Class;
- (b) a declaration that the Defendants are liable to the Plaintiff and Class Members for breach of contract;
- (c) a declaration that the Defendants are liable to the Plaintiff and Class Members under the *Consumer Protection Act*;
- (d) a declaration that the Defendants were negligent for not retaining the full value of Class Members' money paid for tickets that now must be refunded, as particularized herein;
- (e) a declaration that the Defendants were unjustly enriched by the acts and omissions pleaded herein;
- (f) an order rescinding the ticket agreements entered into between the Plaintiff and Class Members and the Defendants;
- (g) damages equivalent to the value of all monies paid by the Plaintiff and Class Members to the Defendants, and for which the Defendants are severally liable;

- (h) punitive damages in an amount that this Court finds appropriate;
- (i) an equitable rate of interest on all sums found due and owing to the Plaintiff and Class Members;
- (j) prejudgment and post judgment interest pursuant to the *CJA*;
- (k) costs of this action on a substantial indemnity basis or in an amount that provides full indemnity;
- (l) pursuant to section 26(9) of the *CPA*, the costs of notice and of administration;
- (m) plan of distribution of the recovery in this action plus applicable taxes; and
- (n) such further and other relief as this Honourable Court may deem just.

OVERVIEW

3. The Plaintiff and Class Members purchased resale tickets from StubHub for concerts, sports games and other events that either did not or will not take place as scheduled. StubHub promised to give them refunds should these events become canceled but has now reneged on that promise and is refusing to refund Class Members' money.

4. The money from refunds could be used right now by Class Members to pay rent, mortgage bills, buy groceries, buffer savings and satisfy other daily needs during this time of economic crisis. Instead, the Defendants refuse to refund Class Members' money, protecting their corporate bottom line at the expense of their customers.

5. StubHub operates Canada's largest resale market for event tickets. A key element of StubHub's business model is its FanProtect Guarantee, a set of contractual terms and warranties that supplies the crucial element of trust necessary for fans to buy tickets from nameless, faceless sellers over the internet. Prior to the outbreak of COVID-19 in Canada in March 2020, the FanProtect Guarantee promised customers an automatic cash refund from StubHub if their ticketed event was canceled and not rescheduled.

6. StubHub attempted to negate its refund obligations through a unilateral change of the FanProtect Guarantee once the spread of COVID-19 and the need for social distancing rendered concerts, sporting events and other such events impossible to hold for the foreseeable future. Specifically, on March 25, 2020, StubHub unilaterally and without notice altered the terms of the FanProtect Guarantee, purporting to give itself the option, in its sole discretion, to provide a time-limited credit for use on a future purchase where an event is canceled, instead of a full cash refund.

7. StubHub's refusal to provide immediate refunds to the Plaintiff and Class Members for canceled events is improper, unlawful, and highly prejudicial to Class Members during the current economic crisis. Refunds totaling hundreds or thousands of dollars per Class Member are needed right now.

8. Moreover, StubHub refuses to acknowledge that the many events it currently categorizes as "TBA" (*i.e.* events that are "postponed" or "suspended") or "rescheduled" are actually *de facto* canceled. None of these events will take place on the dates stated on the tickets bought by Class Members. Any "rescheduled" dates will be far in the future and contingent on the state of the pandemic at that point in time, which cannot be known with any certainty given the nature of the COVID-19 pandemic. In all likelihood, it will not reasonably be possible to hold large events like concerts and sporting events with fans until there is a safe, effective and widely available vaccine for COVID-19, which may be years into the future.

9. StubHub's practice has been to pay ticket re-sellers the money it collects from buyers, minus StubHub's fees, before the ticketed events take place.

10. StubHub is now bilking both sides of the transaction for canceled events, refusing to pay Class Members' refunds while simultaneously back billing the credit cards of the ticket sellers in order to recoup the money paid by Class Members. This "heads we win, tails you lose" policy violates any standard of what is reasonable or fair for a provider of intermediary services in consumer transactions.

11. Despite its underhanded and unlawful conduct, StubHub's current message to ticket buyers and sellers on its website reads "we're all in this together."

Coronaviruses and COVID-19

12. Coronaviruses are a large family of viruses that cause respiratory illnesses.

13. COVID-19 is an infectious respiratory disease caused by a newly discovered coronavirus.

14. The COVID-19 virus spreads primarily through droplets of saliva or discharge from the nose when an infected person coughs or sneezes. It also spreads through close, prolonged personal contact, such as touching or shaking hands and by touching something with the virus on it, and then touching one's mouth, nose or eyes before washing one's hands.

15. COVID-19 is a serious health threat and the risk to Canadians at this time is considered high.

16. COVID-19 can cause mild symptoms including cough and fever. It can also become more severe and lead to pneumonia or breathing difficulties that may require medical attention or hospitalization. There is an increased risk of more severe outcomes for individuals aged 65 and over, and those with compromised immune systems or with underlying medical conditions.

17. COVID-19 is easily spread, person to person, when two or more people spend time in enclosed spaces, such as concert halls, theatres, nightclubs, arenas and stadiums.

The Outbreak and Response

18. On December 31, 2019, the World Health Organization (the "WHO") was alerted to an outbreak of pneumonia in Wuhan, China, with an unknown cause.

19. On January 7, 2020, Chinese authorities identified the cause of the outbreak as a new coronavirus that did not match any other known virus. The disease has since been named COVID-19.
20. On January 22, 2020, Canada implemented screening requirements related to COVID-19 for travellers returning from China to major airports in Montréal, Toronto and Vancouver.
21. On January 25, 2020, Canada confirmed its first case of COVID-19 related to travel within Wuhan, China.
22. On January 30, 2020, the WHO declared the outbreak of COVID-19 a public health event of international concern.
23. On February 9, 2020, Canada expanded its COVID-19 screening requirements for travellers returning from affected areas to 10 airports across 6 provinces.
24. On February 20, 2020, Canada confirmed its first case of COVID-19 related to travel outside mainland China.
25. On March 9, 2020, Canada confirmed its first death related to COVID-19.
26. On March 11, 2020, the WHO declared the global outbreak of COVID-19 a pandemic. That same day an NBA player tested positive for COVID-19 and the NBA suspended the rest of its 2019/20 season.
27. On March 12, 2020, the NHL similarly suspended the rest of its 2019/20 season. Major League Baseball followed suit several days later.
28. On March 13, 2020, Ontario officially recommended against gatherings of 250 or more people. This was lowered to 50 people three days later.
29. On March 17, 2020, Ontario issued an emergency declaration that, among other things, legally required all bars, theatres, concert venues to close.

30. Similar measures on a similar timeline were taken across the rest of Canada and have remained in place since.

31. While governments in Canada are now planning for a phased reopening of parts of the economy over the spring and summer of 2020, none are planning to permit events with large crowds to take place in the foreseeable future. For example, Ontario's reopening policy "A Framework for Reopening our Province", dated April 27, 2020, states that resuming concerts, sporting events and live theatre will not even be *considered* until the *final* stage of the reopening process, if and when the initial stages progress safely. It confirms there will be **no** such events for the foreseeable future: "Large public gatherings such as concerts and sporting events will continue to be restricted **for the foreseeable future.**"

THE PLAINTIFF AND CLASS

32. The Plaintiff, Shandelle Randall, is an individual who resides in the City of Mississauga, in the Province of Ontario. She purchased four tickets from StubHub for approximately CAD \$1,181.36 to see the Toronto Raptors play the Los Angeles Lakers at the Scotiabank Arena in Toronto on March 24, 2020. The tickets were a surprise birthday present for her husband and she planned for their two children to join. She paid a premium so that they could all see LeBron James, this generation's best basketball player, understanding that the FanProtect Guarantee secured the purchase.

33. After the NBA suspended its season on March 11, 2020, Shandelle referred back to StubHub's FanProtect Guarantee and was reassured that she would receive a full refund for the value of her tickets if the game was canceled. Later in March, Shandelle learned that StubHub had changed the language of its FanProtect Guarantee so that it could provide a credit for a future purchase on StubHub instead of a full refund as promised.

34. While StubHub continues to claim that the March 24, 2020 Raptors vs Lakers game is "postponed", the game is *de facto* cancelled. On May 8, 2020, the NBA Commissioner confirmed that if this seasons resumes, any rescheduled games will **not**

be played in front of fans. Despite this fact – of which StubHub is surely aware – Shandelle's event is still listed as "postponed" as of May 19, 2020.

35. Shandelle is entitled to the refund StubHub promised her since the event has been cancelled and cannot be rescheduled. She does not want, and does not consent to being provided, a credit for use on a future purchase from StubHub.

36. Shandelle's attempts to request that StubHub honour its refund promise have been rejected. First, she experienced a chain of unhelpful automated replies attempting to use StubHub's online customer service chat. Then on or around April 10, 2020, she called StubHub and requested the promised refund. The customer service agent she spoke to claimed that no action whatsoever could be taken because her ticketed event was only "postponed".

37. Shandelle was laid off from her full-time job on March 26, 2020. The substantial \$1,186.36 refund she is owed by StubHub would make an important contribution to her family's household budget in these difficult times.

38. The Plaintiff is seeking certification of the following class (collectively referred to as the "Class" or "Class Members"):

All persons resident in Canada, except for Excluded Persons, who purchased one or more tickets from the Defendants before March 25, 2020, for an event that has been canceled, or is canceled prior to certification of this claim, and who have not received a refund.

"Excluded Persons" means 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 DEFENDANTS

39. StubHub Canada Ltd. is an Ontario corporation doing business in Toronto, ON. When customers purchase a ticket through StubHub for an event that is located in Canada, they are contracting with StubHub Canada Ltd..

40. StubHub, Inc. is a Delaware corporation with its principal place of business located in San Francisco, California, USA. When customers purchase a ticket through StubHub for an event that is located in the United States, they are contracting with StubHub, Inc..

41. StubHub is the largest ticket resale platform in Canada and the world.

42. StubHub generates profit through the per-ticket fees it charges on each ticket sold.

43. A key element of StubHub's business model is its FanProtect Guarantee, a set of contractual terms and warranties that supplies the crucial element of trust necessary for fans to buy tickets from nameless, faceless sellers over the internet. The FanProtect Guarantee has at all material times been incorporated by reference into StubHub's "User Agreement". The User Agreement is hosted on StubHub's website and contains terms and conditions of its contracts with its customers.

44. StubHub has advertised its FanProtect Guarantee heavily in internet and other media, including on its own website and partner websites.

45. Largely because of the FanProtect Guarantee, StubHub's customers have been willing to pay premium prices for tickets and pay substantial fees directly to StubHub. A major component of StubHub's value is that refunds would be available for cancelled events and/or tickets that otherwise did not grant entry to a given event.

46. StubHub's Vice President and General Counsel testified to a United States House of Representatives subcommittee in February 2020 that "StubHub's FanProtect guarantee is the hallmark of our business and why we have earned the trust of fans around the globe."

StubHub attempted to alter its FanProtect Guarantee to its own benefit

47. Up to March 25, 2020, StubHub's FanProtect Guarantee promised full refunds to customers where their ticketed event was canceled and not rescheduled.

48. Once the scale of COVID-19's impact on live events became clear, the Defendants began taking steps to limit their liability to their customers, many of whom held tickets to future events that were all but certain to be canceled.

49. On or about March 12, 2020, StubHub sent its customers an email entitled "Coronavirus Update: We have your back[.]" The email was addressed from and bore the signature of Sukhinder Singh Cassidy, StubHub's President. In it, StubHub insisted that refunds were still available for cancelled events but offered coupons for 120% of the original order price as an alternative.

50. The March 12 email stated "Dear [User], As a valued StubHub customer, I am personally reaching out to you regarding the current Coronavirus situation. We know it's an unsettling time for everyone and our hearts go out to those impacted...StubHub is here for you... If you buy tickets on StubHub to an event that is canceled, you have the option to receive a coupon worth 120% of your original order to go to the live event of your choosing within the next 12 months. Alternatively, you can choose to receive a full refund for the original order amount (including service and delivery fees) to the original payment method."

51. On March 25, 2020, without delivering a corresponding email to all users, StubHub changed the terms of its FanProtect Guarantee on its website, so that it now stated "if the event is canceled and not rescheduled, you will get a refund or credit for use on a future purchase, as determined in StubHub's sole discretion (unless a refund is required by law)."

52. Following public backlash for its unilateral attempt to renege on the FanProtect Guarantee, StubHub sent an open letter by Ms. Cassidy to customers and posted it publically on March 30, 2020. The letter confirmed the Defendants' intention to unilaterally renege on their longstanding refund policy. The letter further stated that providing time-limited credits worth 120% of the original order price instead of refunds would now be its "standard policy for canceled events, with refunds available in jurisdictions where they are required."

53. StubHub has assets from which it could provide refunds to Shandelle and Class Members. StubHub's practice has been to pay ticket re-sellers the money it collects from buyers, minus StubHub's fees, before the ticketed events take place. However, StubHub has retained and continues to retain the fees collected from Shandelle and Class Members' transactions.

54. Moreover, StubHub is now back billing the credit cards of people who sold tickets for subsequently canceled events as a standard practice, in order to recoup the money paid by Class Members. StubHub's public communication entitled "Coronavirus Update" published to its website on May 13, 2020 confirms its policy in this regard: "If we paid you for tickets you sold to a canceled event ... We will charge your credit card on file to reverse the transaction." But StubHub's policy is that it will not use the money it recoups from sellers in this fashion to refund Shandelle and Class Members, who paid the money in the first place.

55. Not surprisingly, StubHub has faced significant backlash from its customers and in the media for its recent conduct. However, the Defendants have not budged at all from their unfair, unlawful and unreasonable refund policies.

56. StubHub knows, or ought to know, that the many events it currently categorizes as "TBA" (*i.e.* events that are "postponed" or "suspended") or "rescheduled" are *de facto* canceled. None of these events will take place on the dates stated on the tickets bought by Class Members. Any rescheduled dates will be far in the future and contingent on the state of the pandemic at that point in time, which cannot be known with any certainty given the nature of the COVID-19 pandemic. In all likelihood, it will not reasonably be possible to hold large events like concerts and sporting events with fans until there is a safe, effective and widely available vaccine for COVID-19, which may be years into the future.

57. StubHub's obligation to refund Shandelle and Class Members for canceled events extends to all events that it currently categorizes as "TBA" and/or "rescheduled".

CAUSES OF ACTION

Breach of Contract

58. The Plaintiff and Class Members' event tickets are contracts with the vendor – StubHub. The terms and conditions of these contracts are defined largely by StubHub's User Agreement that is hosted on its website. The FanProtect Guarantee has at all material times been incorporated by reference into the User Agreement.

59. When the Plaintiff and Class Members entered into contracts with StubHub, the FanProtect Guarantee promised them a full refund if the event they purchased tickets to was canceled and not rescheduled. On March 25, 2020, StubHub unilaterally changed the language of the FanProtect Guarantee to give it the ability to provide a credit instead of a refund. This change itself was a breach of contract and came without notice to Class Members. The change is highly prejudicial to Class Members' interests under their contracts with StubHub. Also on March 25, 2020, StubHub added similarly prejudicial language on refunds into the User Agreement, as well as a force majeure clause that purports to explicitly exclude liability for StubHub because of its inability to perform due to a "pandemic".

60. StubHub is bound by the terms of the User Agreement, including the FanProtect Guarantee, as it read when the Plaintiff and Class Members formed contracts with StubHub. The prejudicial changes made unilaterally by StubHub on March 25, 2020, are void for reasons of public policy, illegality, lack of consideration and/or inadequate notice.

61. StubHub has breached the express terms of its contracts with Shandelle and Class Members by failing to provide automatic refunds for the full value of their tickets to canceled events.

62. It is further an express or implied term of Class Members' contracts that StubHub would observe a duty of good faith and fair dealing with them, characterized by candour, reasonableness, honesty, and forthrightness. Put another way, it is an express or implied term of Class Members' contracts that the Defendants would not act in bad faith by

being, for example, untruthful, misleading or unduly insensitive. StubHub is in continuing breach of this term by failing to acknowledge that all events it categorizes as "TBA" and/or "rescheduled" are *de facto* canceled, thereby denying, delaying or deferring the Defendants' obligation to provide refunds to Class Members.

Consumer Protection Act

63. The Plaintiff and Class Members purchased event tickets for personal, family or household purposes and are consumers for the purposes of the *Consumer Protection Act* and/or Equivalent Consumer Protection Statutes.

64. StubHub's FanProtect Guarantee explicitly promised Class Members a full refund if their particular ticketed event was canceled. Moreover, StubHub's FanProtect Guarantee explicitly or impliedly warranted to Class Members that the tickets they purchased through StubHub would be usable for the particular event printed on the face of the ticket, not converted into a credit to be used on some other future event. These express and/or implied terms of the FanProtect Guarantee constitute deemed warranties that the services supplied under the Defendants' consumer agreements with Class Members would be of a reasonably acceptable quality under s. 9(1) of the *Consumer Protection Act*. The Defendants' attempt to negate or vary the deemed conditions or warranties via the March 25, 2020 changes to the language in the FanProtect Guarantee and User Agreement are void pursuant to s. 9(3) of the *Consumer Protection Act*. Accordingly, the Defendants have breached these deemed warranties and Class Members are entitled to damages, which remedy is expressly reserved for them by virtue of s. 6 of the *Consumer Protection Act*.

65. To the extent the Defendants have provided some or all Class Members with unwanted credits for future purchases through StubHub, they have provided unsolicited services. Shandelle and Class Members contracted for refunds if their ticketed events were canceled, not time-limited credits to be used on future purchases from StubHub. Having received payment for these unsolicited services, and knowing that Shandelle and Class Members have not consented to receiving credits, the Defendants are required to promptly provide a full refund pursuant to s. 13(7) of the *Consumer Protection Act*.

66. Any notice requirement should be waived pursuant to s. 101 of the *Consumer Protection Act*. StubHub customers have requested refunds *en masse* and there has been extensive media reporting on the issue. The Defendants have attempted to revise their refund policies on the fly to reduce their liability. The Defendants have been made fully aware that the Plaintiff and Class Members want refunds, not credits.

67. The class action waiver in StubHub's User Agreement is void pursuant to s. 8 of the *Consumer Protection Act*.

68. The term in StubHub's User Agreement purporting to apply the laws of California to Class Members does not apply pursuant to s. 7 of the *Consumer Protection Act*.

69. The Defendant StubHub Canada Ltd. is located in Ontario and the Defendants carry on business throughout Canada. As a result, all Class Members obtain the benefit of the *Consumer Protection Act*. In the alternative, Class Members outside of Ontario obtain the benefit of the Equivalent Consumer Protection Statutes.

Unjust Enrichment

70. The Defendants received and continue to receive a benefit by avoiding their obligation to pay refunds to Class Members after the events for which they hold tickets became canceled, and also by holding onto the fees and substantial revenues generated by those ticket sales. This benefit is ongoing and is increased to the extent the Defendants are back billing the credit cards of people who sold tickets for subsequently canceled events, thereby recouping money paid by Class Members without refunding it back to Class Members.

71. The Plaintiff and Class Members suffered and continue to suffer a deprivation that corresponds to the Defendants' benefit.

72. There is no juristic reason for the Defendants' benefit and Class Members' corresponding deprivation. The Defendants have breached their contracts with Class

Members and contravened the *Consumer Protection Act*. The Class Members are entitled to refunds to remedy the Defendants' unjust enrichment.

Negligence

73. The Defendants owed a duty of care to the Plaintiff and Class Members to be ready and financially able to provide prompt refunds if and when the conditions for refunds materialized, namely cancelation of the relevant events. The Defendants knew or should have known that a mass disruption of events – for any number of reasons, including an outbreak of disease – was a foreseeable scenario that might trigger its refund obligations to Class Members.

74. The reasonable standard of care required the Defendants to keep the money collected from Class Members on hand until the events actually occurred, at which point the event organizers could be paid. In so doing the Defendants would always have been able to satisfy their refund obligations without delay, should the need have arisen. Instead, the Defendants' claim their chosen practice has been to pay ticket sellers with the money collected from ticket buyers before the ticketed events actually occur. This practice virtually ensured that the Defendants would have difficulty satisfying mass refund obligations promptly, prejudicing Class Members financially and causing them undue stress and anxiety. The Defendants failed to meet the standard of care.

75. As a result of the Defendants' failure to pay cash refunds Class Members have suffered damage.

PLACE OF TRIAL

76. The Plaintiff proposes that this action be tried in the City of Toronto.

May 19, 2020

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Shandelle Randall
Plaintiff and StubHub Canada Ltd. and StubHub, Inc.
Defendants

Court File No

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

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