

No. VLC-S-S-243667  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

**HO CHUN**

PLAINTIFF

AND

**VANCOUVER WHITECAPS FC LP, WFC FOOTBALL GP LTD., WHITECAPS  
FOOTBALL CLUB LTD., and MAJOR LEAGUE SOCCER, L.L.C.**

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

BEFORE } THE HONOURABLE JUSTICE MAJAWA } 02/MAR/2026

**ORDER MADE AFTER APPLICATION**

ON THE APPLICATION of the Plaintiff coming on for hearing before the Honourable Justice Majawa at the Courthouse at 800 Smithe Street, Vancouver, B.C., on February 27, 2026, on reading the materials filed, including the settlement agreement dated November 13, 2025 ("**Settlement Agreement**"), and on hearing Simon Lin for the Plaintiff, and Michael Eizenga. L.S.M. (via MS Teams), Katherine Booth, and Jackson Spencer for the Defendants, and on being advised that the Plaintiff and Defendants consent to this Order; and on judgment being reserved to this date;

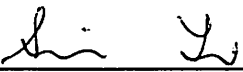
THIS COURT ORDERS that:

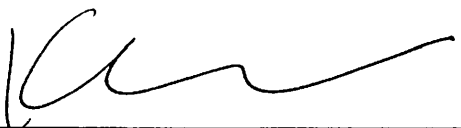
1. Unless otherwise stated, all capitalized terms in this Order have the same meaning as defined in the Settlement Agreement attached as **Schedule "1"** to this Order, and apply to and are incorporated into this Order;
2. The Settlement Agreement is incorporated by reference into and forms part of this Order;


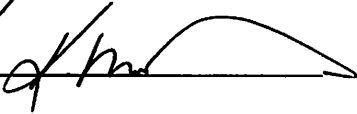
3. The Settlement Class and Settlement Class Members do not include Excluded Persons;
4. The Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class;
5. The Settlement Agreement is approved pursuant to s. 35 of the *Class Proceedings Act*, RSBC 1996, c 50, and shall be implemented and enforced in accordance with its terms;
6. This Order, including the Settlement Agreement, is binding upon each member of the Settlement Class, including those persons who are minors or mentally incapable;
7. This Action be and is hereby dismissed with prejudice to the Settlement Class and without costs as against any party;
8. Each member of the Settlement Class is and shall be deemed to be irrevocably bound by the Settlement Class Release, and shall consent and shall be deemed to have consented to the dismissal, without costs and with prejudice, of any action or proceeding specified in, or involving claims encompassed by, the Settlement Class Release, and all such actions or proceedings shall be dismissed, without costs and with prejudice;
9. The Releasing Parties have released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;
10. The Releasing Parties shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding, whether in Canada or elsewhere, against the Releasees with respect to the claims, causes of action, and/or any other matters subject to the Settlement Class Release;
11. The Settlement Approval Notice substantially in the form attached as **Schedule "2"** to this Order is hereby approved for distribution in accordance with the Settlement Agreement;

12. For purposes of enforcement of the Settlement Agreement and this Order, this Court retains an ongoing supervisory role and jurisdiction to administer, supervise, construe and enforce the Settlement Agreement and this Order, subject to the terms and conditions set out in the Settlement Agreement and this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
\_\_\_\_\_  
Signature of lawyer for the Plaintiff,  
Simon Lin

  
\_\_\_\_\_  
Signature of lawyer for the Defendants,  
Michael Eizenga/Katherine Booth

By the Court:   
  
\_\_\_\_\_  
Registrar

**Schedule 1 to Settlement Approval Order: Settlement Agreement**

[placeholder for Settlement Agreement appended to the Notice Approval Order, 43 pages]

***Chun v. Vancouver Whitecaps FC L.P., et al.***

Supreme Court of British Columbia, Court File No. VLC-S-S-243667

**CLASS ACTION  
SETTLEMENT AGREEMENT**

Dated as of November 13, 2025

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<b>Exhibit</b>	<b>Title</b>
A	Certification Notice
B	Objection Form
C	Opt-out Form
D	Press Release

## 1. INTRODUCTION

This Settlement Agreement settles, subject to approval by the Court, on behalf of the Settlement Class, all claims asserted by the Settlement Class related to the purchase of a ticket to the Vancouver Whitecaps FC v. Inter Miami CF match on May 25, 2024 (the “Match”).

The Action seeks damages and other relief on behalf of the Settlement Class. The Plaintiff alleges that the Defendants relied on misleading promotional material in selling tickets to the Match. The Defendants deny any liability and believe the claim is without merit. While maintaining that they have strong defenses to the claims alleged in the Action, the Defendants are prepared to settle all claims asserted in the Action by the Settlement Class in order to avoid the costs of further litigation.

Through negotiations between the Parties that began in May 2025, the Parties have agreed on the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement makes no factual findings or conclusions of law. Nothing in this Settlement Agreement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability of any Releasees in any civil, criminal, regulatory or administrative proceeding in any court, administrative agency or other tribunal. Nor shall this Settlement Agreement be deemed an admission by any Party as to the merits of any claim or defense, nor is it an acknowledgement that this action is certifiable outside of the settlement context.

## 2. DEFINITIONS

The capitalized terms in this Settlement Agreement have the following meanings. Other capitalized terms used in this Settlement Agreement that are not defined in section 2 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

- 2.1 “Action” means the action *Chun v. Vancouver Whitecaps FC L.P., et al.*, bearing the Supreme Court of British Columbia Court File No. VLC-S-S-243667.
- 2.2 “Certification Notice” means the English-language and French-language notice described in sections 5.2 and substantially in the forms attached as Exhibit “A”.

- 2.3 **“Certification Notice Date”** means the date on which the Certification Notice is first emailed by the Defendants in accordance with the Certification Order.
- 2.4 **“Certification Order”** means the Court’s order certifying the Settlement Class for settlement purposes only and approving the Certification Notice, which will also set the deadline for a Settlement Class Member to opt out of the Settlement Class or to object to this Settlement Agreement.
- 2.5 **“Class Counsel** means the law firm listed as lawyers of record for the plaintiff in the Action, EVOLINK LAW GROUP.
- 2.6 **“Court”** means the Supreme Court of British Columbia.
- 2.7 **“Defendants”** means Vancouver Whitecaps FC L.P. (the **“Whitecaps”**), WFC Football GP Ltd., Whitecaps Football Club Ltd. and Major League Soccer, L.L.C.
- 2.8 **“Effective Date”** means the date that all necessary orders approving the Settlement Agreement have been issued and entered, if no appeal is timely filed or if no application to extend the time for filing an appeal has been filed. If an appeal is timely filed or if an application to extend the time to file an appeal is filed, **“Effective Date”** shall mean the first date on which all appeal rights with respect to the order approving the Settlement have expired or have been exhausted such that there exists no possibility of further appellate review.
- 2.9 **“Excluded Persons”** means the following individuals and entities:
- 2.9.1 Class Counsel and presiding judges in the Action.
  - 2.9.2 persons who validly opt out of the Settlement; and
  - 2.9.3 the Defendants, their counsel, and their directors and officers.
- 2.10 **“Objection Deadline”** means the deadline by which a Settlement Class Member’s objection to the Settlement Agreement must be received by the parties’ counsel in order

to be timely and valid. The **Objection Deadline** shall be thirty (30) days after the Certification Notice Date.

- 2.11 **“Objection Form”** means the document that enables a Settlement Class Member to object to the Settlement, which shall be substantially in the form attached to this Settlement Agreement as **Exhibit “B”**, or as fixed by the Court.
- 2.12 **“Opt-Out Deadline”** means the last day that a Settlement Class Member’s valid and complete Opt-Out Form must be received by Class Counsel in order for the Settlement Class Member to opt-out of the Settlement Class. The Opt-Out Deadline shall be thirty (30) days after the Certification Notice Date.
- 2.13 **“Opt-Out Form”** means the document that, if validly completed and submitted by a Settlement Class Member to Class Counsel on or before the Opt-Out Deadline, excludes that Settlement Class Member from the Settlement Class and from participation in the Settlement, which shall be substantially in the form attached to this Settlement Agreement as **Exhibit “C”**.
- 2.14 **“Parties”** means, collectively, the Defendants and the plaintiff, Ho Chun (the **“Settlement Class Representative”**).
- 2.15 **“Settlement Agreement”** means this settlement agreement, including its exhibits and any supplemental agreements, all as amended and approved.
- 2.16 **“Settlement Approval Hearing”** means the hearing before the Court to determine whether to issue a Settlement Approval Order.
- 2.17 **“Settlement Approval Notice”** means the English-language and French-language notice of the Settlement Approval Order to be provided to the Settlement Class, substantially in a form to be approved by the Court.
- 2.18 **“Settlement Approval Order”** means an order and/or judgment of the Court approving this Settlement Agreement.

2.19 **“Settlement Class Notices”** means the English-language and French-language versions of the Certification Notice, the Settlement Approval Notice, and any other notice provided for in this Settlement Agreement.

2.20 **“Settlement Class”** or **“Settlement Class Members”** means all persons anywhere in the world that held a ticket to the Vancouver Whitecaps FC v. Inter Miami CF game on May 25, 2024, where the ticket was purchased by that person or the ticket was purchased on that person’s behalf, irrespective of whether the person attended the game, but excluding holders of: (a) Whitecaps’ employee and player family and friends tickets, and (b) tickets provided by the Whitecaps for free.

### 3. **APPROVAL OF THIS SETTLEMENT AGREEMENT**

3.1 The Parties and their counsel agree to use reasonable and good faith efforts to obtain prompt approval of this Settlement Agreement by the Court. To the extent that a proposed Certification Order or a proposed Settlement Approval Order is submitted to the Court, the Parties agree to collaborate and cooperate regarding its form and content. The Parties will jointly represent to the Court that they consent to this settlement, and the Defendants will take no position on the request for Class Counsel Fees as set out in section 9 below.

3.2 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court pursuant to an application for a Certification Order.

3.3 Any certification of the Settlement Class, and any application for a Certification Order seeking certification of the Settlement Class, shall be for settlement purposes only. The Defendants retain all, and do not waive any, rights to assert that certification of a class in the Action for any other purpose is not appropriate.

3.4 This Settlement Agreement shall only become final on the Effective Date. This Settlement Agreement shall be null and void and of no force and effect unless the Settlement Approval Order is granted by the Court and the Effective Date occurs.

#### 4. SETTLEMENT TERMS

4.1 In consideration for the settlement and dismissal of the Settlement Class's claims, and for the release provided herein, the Defendants agree to provide to the Settlement Class the consideration set out below. All dollar amounts referred to in this Settlement Agreement are in Canadian dollars.

4.2 **Revisions to the Whitecaps' Ticketing Terms.** The Whitecaps will revise the language in its Ticketing Terms and Conditions to state the following:

**Ticketholder hereby recognizes and acknowledges that team rosters and player lineups are subject to change at any time prior to, or during, the Event. Ticketholder further acknowledges that Whitecaps FC cannot and does not make any representation, warranty and/or guarantee arising from or related to the participation or performance of any individual player in the Event, and Whitecaps FC hereby disclaims any and all such representations, warranties, and guarantees, whether express or implied (including, but not limited to, in any advertising or promotional materials related to the Event).** Player depictions in marketing materials are for reference purposes only. Ticketholder agrees that Whitecaps FC shall not be held liable or responsible for any allegation, claim, demand, proceeding, or action arising from or related to the participation or attendance of any individual player, or the performance of any player or team, in the Event, and that no refund will be owed Ticketholder on the basis of nonparticipation or non-attendance of any individual player. By using this ticket, Ticketholder acknowledges this disclaimer and voluntarily assumes all risks related to the attendance or performance of specific players at the Event.

4.3 **Updates to the Ticketmaster Popup.** The Whitecaps will, to the extent reasonably possible, add the following language to the popup notice that occurs on Ticketmaster's site before a potential purchaser purchases a ticket to a Whitecaps match:

**Team rosters and player lineups are subject to change at any time prior to, or during, the Event.** Player depictions in marketing materials are for reference purposes only. Whitecaps FC makes no representation, warranty, and/or guarantee regarding the participation or performance of any individual player in the Event. For more information, see the Whitecaps FC's full [Ticketing Terms and Conditions](#).

4.4 **Making the Ticketing Terms and Conditions More Prominent.** The Whitecaps will move the link to its Ticketing Terms and Conditions to the gray bar near the top of the "Tickets" page on the Whitecaps' website, so that it is in a more prominent position.

- 4.5 **Timing of Aforementioned Revisions.** The Whitecaps will make the aforementioned changes in sections 4.2, 4.3, and 4.4 within sixty (60) days of the Effective Date.
- 4.6 **Settlement Fund for *Cy Pres* Distribution.** The Defendants, or any combination of them (in the Defendants' sole discretion), shall collectively pay a total of \$475,000.00 to settle the Action (the "Settlement Funds"). Within ten (10) business days of the execution of this Settlement Agreement, the Defendants shall cause the Settlement Funds to be deposited into an interest-bearing trust account held by the Defendants' lawyers. Any accrued interest will form part of the Settlement Funds. The Settlement Funds, less any amounts paid for class counsel fees and an honourarium (if any), shall be distributed by the Defendants, through their counsel, within 30 days of the Effective Date, equally to: (i) KidSport BC (*i.e.* the British Columbia chapter of Kidsport Canada); (ii) Canada SCORES (the Vancouver General Fund); and (iii) BGC South Coast BC, as the recipients of the *cy pres* donation.

## **5. NOTICE TO THE SETTLEMENT CLASS**

- 5.1 The Parties agree that reasonable notice shall be given to the Settlement Class pursuant to orders of the Court. Settlement Class Notices shall include the dissemination of the Certification Notice as set forth in section 5.2 and section 5.3 and Settlement Approval Notice as set forth in section 5.4. The costs of the notices set out in this Section 5 will be borne by the Defendants.
- 5.2 A Certification Notice in English and in French shall be emailed to Settlement Class Members for whom the Whitecaps have a valid email address on file. The Certification Notice shall: (a) state that this Settlement Agreement is contingent upon the Court's Settlement Approval Order; (b) advise Settlement Class Members that they may elect to opt out of the Settlement Class by submitting an Opt-Out Form to Class Counsel no later than the Opt-Out Deadline; (c) advise Settlement Class Members that they may object to this Settlement Agreement by submitting an Objection Form to Class Counsel no later than the Objection Deadline; (d) advise that any Settlement Class Member may enter an appearance at the Settlement Approval Hearing, including through counsel of their choice, at their own expense; (e) state that any Settlement Class Member who does not give proper

and timely notice of their intention to opt out of the Settlement Class will be bound by the Settlement Approval Order, even if they have objected to this Settlement Agreement or have other claims pending against the Released Parties relating to a Released Claim; (f) state that the Defendants deny any liability, and that this Settlement Agreement is a compromise to avoid the costs of litigation and is made without any admission of liability or wrongdoing by any of the Defendants; and (g) indicate where to access Class Counsel's website, on which the Settlement Agreement and any other relevant documents will be made available.

5.3 The Defendants will also have issued a PR Newswire national press release, which shall: (a) provide notice of the date of the Settlement Approval Hearing; and (b) indicate where to access Class Counsel's website, on which English and French versions of the Certification Notice shall be made available.

5.4 A Settlement Approval Notice in English and in French shall be emailed to Settlement Class Members for whom the Whitecaps have a valid email address on file. The Settlement Approval Notice shall: (a) advise Settlement Class Members that the Court has approved the Settlement Agreement and, if applicable, Counsel Fees and any Honourarium; (b) summarize the settlement terms; (c) state that the Defendants deny any liability, and that the Settlement Agreement was a compromise to avoid the costs of litigation and is made without any admission of liability or wrongdoing by any of the Defendants; and (d) indicate where to access Class Counsel's website, on which the Settlement Agreement, Settlement Approval Order and any other relevant documents will be made available.

## **6. SETTLEMENT CLASS MEMBERS' RIGHTS TO OPT OUT AND OBJECT**

6.1 Opt-Out Forms and written objections to this Settlement Agreement must be received by mail, courier, or email on or before the Opt-Out Deadline or Objection Deadline, as applicable.

6.2 All Objection Forms and Opt-Out Forms shall be personally signed by the Settlement Class Member and shall include the following to be considered valid:

- 6.2.1** the Settlement Class Member's name, mailing address, telephone number, and email address (if available);
  - 6.2.2** the date on which the Settlement Class Member purchased the ticket to the Match, and the price for which the Settlement Class Member paid for the ticket, and whether the Settlement Class Member attended the Match;
  - 6.2.3** a statement that the Settlement Class Member elects to be excluded from the Settlement Class, or a brief statement of the nature of and reason for the objection to this Settlement Agreement, including all factual and legal grounds for the objection, as applicable; and
  - 6.2.4** if objecting to this Settlement Agreement, whether the Settlement Class Member intends to appear in person or through counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and email address of counsel.
- 6.3** Notwithstanding section 6.2, if the Settlement Class Member is deceased, a minor, or otherwise incapable of submitting an Opt-Out Form or Objection Form, the information required by section 6.2 must be provided along with the contact information of the person acting on behalf of the Settlement Class Member, together with a copy of the power of attorney, court order, or other authorization serving as the proposed basis for permitting such person to represent the Settlement Class Member.
- 6.4** Settlement Class Members who elect to opt out of the Settlement Class may re-elect in writing to become Settlement Class Members, if their re-election request is received by Class Counsel on or before the Opt-Out Deadline or, thereafter, only by agreement of the Defendants and Class Counsel.
- 6.5** Any Settlement Class Member who elects to opt out of the Settlement Class may not also object to this Settlement Agreement. If a Settlement Class Member elects to opt out of the Settlement Class and objects to this Settlement Agreement, the opt-out election shall supersede the objection and the objection shall be deemed withdrawn.

- 6.6 All Settlement Class Members who do not opt out in a timely and proper manner will, in all respects, be bound by the terms of this Settlement Agreement, as approved by the Settlement Approval Order.
- 6.7 After the expiry of any appeal period(s) for the Settlement Approval Order, the Defendants will receive a full and final release (as set out further below) and the Plaintiff will take out an order dismissing the Action without costs.
- 6.8 Class Counsel shall report to the Defendants the details of all opt-out elections and objections on a weekly basis, beginning three (3) weeks after the Certification Notice Date. Wherever reasonably possible, such copies shall be provided in electronic form.
- 6.9 Class Counsel shall, no later than seven (7) days before the Settlement Approval Hearing, provide to the Defendants an affidavit reporting on the number of valid Opt-Out Forms and re-elections received on or before the Opt-Out Deadline, and compiling all of the Objection Forms received on or before the Objection Deadline.

## **7. COOPERATION TO ANNOUNCE AND IMPLEMENT THE SETTLEMENT**

- 7.1 Aside from the PR Newswire national press release described in section 5.3 neither the Parties nor their counsel shall issue (or cause any other person to issue) any other press release concerning this Settlement Agreement, unless otherwise agreed to in writing.
- 7.2 The Parties agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of this Settlement Agreement, and to ensure that the costs and expenses incurred are reasonable.
- 7.3 The Parties and their successors, assigns, and counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement. Counsel for the Parties shall, upon the request of the other, meet and confer by telephone to discuss the implementation of this Settlement Agreement and to attempt to resolve any issues raised by the Parties or the Settlement Class Members.

7.4 The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

7.5 In the event that the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to implement the terms of this Settlement Agreement, the Parties may seek the assistance of Court to resolve such matters.

## 8. RELEASE AND WAIVER

8.1 The Parties agree to the following "Settlement Class Release" that shall take effect upon entry of the Approval Order.

8.2 **Released Parties.** "Released Parties" or "Releasee(s)" means, jointly and severally, individually and collectively, Vancouver Whitecaps FC L.P., WFC Football GP Ltd., Whitecaps Football Club Ltd., Major League Soccer, L.L.C. and each of its member clubs, and all affiliates of the Defendants, and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this definition, "affiliates" means entities controlling, controlled by, or under common control with a Releasee.

8.3 **Settlement Class Release.** In consideration of this Settlement Agreement, Settlement Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, lawyers, representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them (individually and collectively, the "Releasing Parties"), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and

all claims, demands, actions, or causes of action against any Released Parties that have been or could have been brought in the Action which arise from or in any way relate to the Match, with the exception of any claims for personal injury sustained at the Match by a Releasing Party (the “Released Claims”).

- 8.4 This Settlement Class Release applies without limitation to any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under which they are based or advanced, including, without limitation, legal and/or equitable theories under any federal, provincial, territorial, municipal, local, tribal, administrative or international law, statute, ordinance, code, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, whether existing now or arising in the future, that arise from or in any way relate to the Released Claims.
- 8.5 **Possible Future Claims.** For the avoidance of doubt, Releasers may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the Released Claims, the Action and/or the Settlement Class Release. Nevertheless, it is the intention of the Settlement Class, as represented by Class Counsel and the Settlement Class Representative in executing this Settlement Agreement, to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto that exist, hereafter may exist or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.
- 8.6 **Actions or Proceedings Involving Released Claims.** Settlement Class Members expressly agree that the Settlement Class Release, and the Approval Order, are, will be, and may be raised as a complete defence to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Settlement Class Release, whether in Canada or elsewhere. Releasers shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding, whether in Canada or elsewhere,

against the Releasees with respect to the claims, causes of action, and/or any other matters subject to the Settlement Class Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Action, whether in Canada or elsewhere, Settlement Class Members shall cause such suit, action, or proceeding to come to an end, with prejudice where available, consistent with section 11.1. If a Settlement Class Member commences, files, initiates, or institutes any new legal action or other proceeding for any Released Claim against any Releasees in any federal, state, provincial, or territorial court, arbitral tribunal, or administrative or other forum, whether in Canada or elsewhere, (a) such legal action or other proceeding shall, at that Settlement Class Member's cost, be brought to an end, with prejudice where available, consistent with section 11.1; and (b) if permitted by law, the respective Releasees shall be entitled to recover any and all reasonable related costs and expenses from that Settlement Class Member arising as a result of that Settlement Class Member's breach of his, her or their obligations under this Settlement Class Release. This section does not apply to preclude the continuation of any suit, action, or proceeding, whether in Canada or elsewhere, as to any claim that is not a Released Claim.

- 8.7 Total Satisfaction of Released Claims.** Any benefits pursuant to this Settlement Agreement are (a) in full, complete, and total satisfaction of all of the Released Claims against the Releasees, and (b) sufficient and adequate consideration for each and every term of the Settlement Class Release. The Settlement Class Release shall be irrevocably binding upon the Settlement Class Representative and all Settlement Class Members.
- 8.8 Basis for Entering Release.** Class Counsel acknowledges that it has conducted sufficient independent investigation and analysis to recommend the approval of this Settlement Agreement to the Court, and that it executes this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, or inducements made by the Releasees or any person or entity representing the Releasees, other than as set forth in this Settlement Agreement. The Settlement Class Representative agrees and specifically represents and warrants that he has discussed with Class Counsel the terms of this Settlement Agreement and has received legal advice with respect to the advisability of entering into this Settlement Agreement

and the Settlement Class Release, and the legal effect of this Settlement Agreement and the Settlement Class Release. The representations and warranties made throughout this Settlement Agreement shall survive the execution of this Settlement Agreement and shall be binding upon the respective heirs, representatives, successors, and assigns of the Parties.

- 8.9 Material Term.** The Settlement Class Representative and Class Counsel hereby agree and acknowledge that this section 8 constitutes a key, material term of this Settlement Agreement that shall be reflected in the Approval Order. The failure of the Court to approve this Settlement Agreement, the Settlement Class Release, and the dismissals and other terminations of proceedings involving Released Claims (if any) contemplated in sections 8.6 and 11.1, or if the Court approves any of them in a materially modified form from that contemplated herein, shall give rise to a right of termination by the Defendants or the Settlement Class Representative, through Class Counsel.
- 8.10 Releasees' Release of Settlement Class Representative, the Settlement Class and Class Counsel.** Upon the Effective Date, the Releasees absolutely and unconditionally release and forever discharge the Settlement Class Representative, Settlement Class Members, and Class Counsel from any and all claims relating to the institution or prosecution of the portions of the Action pertaining to the Released Claims.
- 8.11 No Admission of Liability.** The Settlement Class Representative, Class Counsel, the Settlement Class, and the Releasing Parties agree, whether or not this Settlement Agreement is approved, terminated, or otherwise fails to take effect for any reason, that this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Releasees, or of the truth of any of the claims or allegations contained in the Action or any other pleading filed against the Defendants by, or on behalf of, the Settlement Class Representative, the Settlement Class, or any class that may be certified in the Action.

**8.12 Settlement Agreement Not Evidence.** The Settlement Class Representative, Class Counsel, and the Settlement Class agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any present, pending or future civil, criminal, or administrative action or proceeding, except in a proceeding to approve, implement, and/or enforce this Settlement Agreement, or as otherwise required by law or as provided in this Settlement Agreement.

**9. CLASS COUNSEL FEES**

9.1 The Defendants acknowledge that Class Counsel will be seeking class counsel fees in an amount that the Court approves, which will not exceed thirty-three percent (33%) of the Settlement Funds, plus applicable taxes and reasonable disbursements (“Counsel Fees”), all of which will be drawn from the Settlement Funds.

9.2 The Defendants further acknowledge that Class Counsel will seek approval from the Court to pay the Settlement Class Representative an honourarium in the amount of \$2,500 CAD, which amount, if approved by the Court, will be deducted from the Settlement Funds.

9.3 The Parties agree that court approval of the Settlement Agreement will not be sought on a basis that is conditional or dependent on the Court’s approval of Counsel Fees or any honourarium.

9.4 If approved, the Counsel Fees and any Honourarium will be paid out of the Settlement Funds within ten (10) days following the Effective Date.

**10. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT**

10.1 The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court, provided, however, that after entry of the Approval Order, the Parties may by written agreement

**effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or Court approval, if such changes are consistent with the Approval Order and do not limit the rights of Settlement Class Members under this Settlement Agreement.**

**10.2 Any unintended conflicts within this Settlement Agreement shall not be held against any of the Parties, but shall instead be resolved by agreement of the Parties and/or, if necessary, with the aid of the Court.**

**10.3 If this Settlement Agreement is terminated for any reason, then:**

**10.3.1 this Settlement Agreement, including the Settlement Class Release, shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of sections 3.4, 8.11, 8.12, 10.3, 11.2, 11.3, 11.4 and 12.5, and any definitions and/or exhibits applicable thereto;**

**10.3.2 all of the provisions of this Settlement Agreement, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of the Defendants, the Settlement Class Representative, or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement;**

**10.3.3 the Releasees expressly and affirmatively reserve all defences, arguments, and motions as to all claims that have been asserted in the Action;**

**10.3.4 neither this Settlement Agreement, the fact of its having been entered into, nor the negotiations leading to it, shall be admissible or entered into evidence for any purpose whatsoever; and**

**10.3.5 any settlement-related order(s) or judgment(s) entered in the Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect.**

## **11. TERMINATION OF CLASS ACTION, JURISDICTION OF THE COURT**

- 11.1 The Settlement Approval Order will be sought from the Court. Class Counsel will take such reasonable steps as are necessary to give effect to this Settlement Agreement and to bring an end to, without costs, without reservation and, where available, with prejudice, all Released Claims by any Settlement Class Member in the Action. After the Settlement Approval Order is issued and entered, Class Counsel will discontinue, without costs, the Action.
- 11.2 **Court's Ongoing and Exclusive Jurisdiction.** The Court shall retain ongoing and exclusive jurisdiction over the Settlement Class's claims in order to resolve any dispute or other matters that may arise in the implementation of this Settlement Agreement or the Settlement Approval Order. For clarity, the Supreme Court of British Columbia shall retain jurisdiction to resolve any dispute that may arise in relation to the Settlement Class or any member thereof. This shall include any dispute regarding the validity, performance, interpretation, administration, enforcement, enforceability, or termination of this Settlement Agreement.
- 11.3 If one Party to this Settlement Agreement considers another Party to be in material breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged material breach and provide a reasonable opportunity to cure such breach before taking any action to enforce any rights under this Settlement Agreement.
- 11.4 In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Parties agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court, before it becomes effective.

**12. OTHER TERMS AND CONDITIONS**

- 12.1 This Settlement Agreement shall be binding upon, and inure to the benefit of the Defendants, the Settlement Class Representative, and all Settlement Class Members, and their respective agents, heirs, executors, administrators, successors, transferees, and assigns.
- 12.2 Class Counsel represents that (a) Class Counsel is authorized by the Settlement Class Representative to enter into this Settlement Agreement; and (b) Class Counsel is seeking to protect the interests of the Settlement Class.
- 12.3 The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.
- 12.4 All time periods in this Settlement Agreement shall be computed in calendar days unless expressly provided otherwise. Further, unless otherwise provided in this Settlement Agreement, in computing any period of time in this Settlement Agreement or by order of the Court, the day of the act or event shall not be included, and the last day of the period shall be included, unless it is a Saturday, a Sunday, or a Canadian statutory holiday, or, when the act to be done is a court filing, a day on which the applicable court is closed, in which case, the period shall run until the end of the next day that is not one of the aforementioned days.
- 12.5 The Parties agree that confidential information made available to them solely through the settlement process was made available on the condition that it not be disclosed to third parties. Information provided by the Defendants, Class Counsel, or any individual Settlement Class Member pursuant to the negotiation and implementation of this Settlement Agreement, including trade secrets and highly confidential and proprietary business information, shall be treated as confidential settlement discussions and must not be disclosed publicly or to any other person at any time, unless otherwise required by law. Any materials inadvertently produced shall, upon the Defendants' request, be promptly

returned to Defendants' counsel and there shall be no implied or express waiver of any privileges, rights, and defences.

12.6 This Settlement Agreement sets forth the entire agreement amongst the Parties with respect to its subject matter. The Defendants and Class Counsel must execute any agreement purporting to change or modify the terms of this Settlement Agreement. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist amongst or between them, and that in deciding to enter into this Settlement Agreement, they have relied solely upon their own judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

12.7 Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by email and/or next-day (excluding Saturdays, Sundays, and Canadian statutory holidays) express delivery service as follows:

If to the Defendants, then to:

Mike Eizenga and Ilan Ishai  
BENNETT JONES LLP  
2500 Park Place  
666 Burrard Street  
Vancouver, BC V6C 2X8  
Email: [eizengam@bennettjones.com](mailto:eizengam@bennettjones.com)  
[ishai@bennettjones.com](mailto:ishai@bennettjones.com)

If to the Settlement Class, then to:

Simon Lin  
EVOLINK LAW GROUP  
4388 Still Creek Drive, Suite 237  
Burnaby, British Columbia V5C 6C6  
Email: [simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)

12.9 The Settlement Class, Settlement Class Representative, and/or the Defendants shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties

during arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

- 12.10 The division of this Settlement Agreement into sections and the insertion of topic and section headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement.
- 12.11 This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to any conflict of law rule or principle that would mandate or permit application of the substantive law of any other jurisdiction.
- 12.12 This Settlement Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original.
- 12.13 The Parties have executed this Settlement Agreement as of the date on the cover page.

*[signature page follows]*

Counsel for Ho Chun



By: Simon Lin  
Simon Lin  
EVOLINK LAW GROUP  
4388 Still Creek Drive, Suite 237  
Burnaby, British Columbia V5C 6C6  
Email: [simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)

Counsel for Vancouver Whitecaps FC L.P., WFC Football GP Ltd., Whitecaps Football Club Ltd. and Major League Soccer, L.L.C.



By: Mike Eizenga  
Mike Eizenga  
BENNETT JONES LLP  
2500 Park Place  
666 Burrard Street  
Vancouver, BC V6C 2X8  
Email: [eizengam@bennettjones.com](mailto:eizengam@bennettjones.com)

# **EXHIBIT A**

## **NOTICE OF PROPOSED CLASS SETTLEMENT**

If you held a ticket to the Vancouver Whitecaps FC v. Inter Miami CF game on May 25, 2024 (the "Match"), you may be affected by a class action settlement.

***Your rights are affected whether you act or not. Read this notice carefully.***

- The purpose of this notice is to inform you of a proposed settlement of a class action lawsuit pending in the Supreme Court of British Columbia (the "Court"), entitled *Chun v. Vancouver Whitecaps FC L.P., et al.*, No. VLC-S-S-243667 (the "Action"). The Court has not decided in favour of the Plaintiff or the Defendants. Instead, both sides agreed to a voluntary class settlement with no decision or admission of who is right or wrong ("Settlement"). The Court will hold a hearing to decide whether to approve the Settlement.
- The Action seeks damages and other relief on behalf of the Settlement Class (defined below). The Plaintiff alleges that the Defendants used misleading promotional material in selling tickets to the Match. The Defendants deny any wrongdoing or liability, and maintain that the claim is without merit. While asserting that they have strong defenses to the claims alleged in the Action, the Defendants have agreed to settle all claims asserted in the Action in order to avoid the time and costs of protracted litigation.
- You are receiving this notice because the Defendants' records indicate that you may have held a ticket to the Match and, as such, may be bound by the class action settlement described in this notice.
- All persons anywhere in the world that held a ticket to the Vancouver Whitecaps FC v. Inter Miami CF game on May 25, 2024, where the ticket was purchased by that person or the ticket was purchased on that person's behalf, irrespective of whether the person attended the game, but excluding holders of: (a) Whitecaps' employee and player family and friends tickets, and (b) tickets provided by the Whitecaps for free, are each "Settlement Class Members" and are collectively the "Settlement Class." If the Court approves the Settlement, the Settlement Class will be bound by the release of claims set forth in the Settlement.

### **Proposed Settlement:**

The following settlement terms are being proposed to the Court for approval, consisting of revisions to the Whitecaps' ticketing terms, their manner of presentation, and their placement, to be implemented within sixty (60) days, and donations to charitable organizations involved in sports.

**Revisions to the Whitecaps' Ticketing Terms.** The Whitecaps will revise the language in its Ticketing Terms and Conditions to state the following:

**Ticketholder hereby recognizes and acknowledges that team rosters and player lineups are subject to change at any time prior to, or during, the Event. Ticketholder further acknowledges that Whitecaps FC cannot and does not make any representation, warranty and/or guarantee arising from or related**

**to the participation or performance of any individual player in the Event, and Whitecaps FC hereby disclaims any and all such representations, warranties, and guarantees, whether express or implied (including, but not limited to, in any advertising or promotional materials related to the Event).** Player depictions in marketing materials are for reference purposes only. Ticketholder agrees that Whitecaps FC shall not be held liable or responsible for any allegation, claim, demand, proceeding, or action arising from or related to the participation or attendance of any individual player, or the performance of any player or team, in the Event, and that no refund will be owed Ticketholder on the basis of nonparticipation or non-attendance of any individual player. By using this ticket, Ticketholder acknowledges this disclaimer and voluntarily assumes all risks related to the attendance or performance of specific players at the Event.

**Updates to the Ticketmaster Popup.** The Whitecaps will, to the extent reasonably possible, add the following language to the popup notice that occurs on Ticketmaster's site before a potential purchaser purchases a ticket to a Whitecaps match:

**Team rosters and player lineups are subject to change at any time prior to, or during, the Event.** Player depictions in marketing materials are for reference purposes only. Whitecaps FC makes no representation, warranty, and/or guarantee regarding the participation or performance of any individual player in the Event. For more information, see the Whitecaps FC's full [Ticketing Terms and Conditions](#).

**Making the Ticketing Terms and Conditions More Prominent.** The Whitecaps will move the link to its Ticketing Terms and Conditions to the gray bar near the top of the "Tickets" page on the Whitecaps' website, so that it is in a more prominent position.

**Settlement Fund for Cy Pres Donation.** The Defendants will collectively pay a total of \$475,000.00 to settle the Action (the "Settlement Funds"). The Settlement Funds, less any amounts paid in fees to Class Counsel (defined below) and an honourarium (if any), will be distributed by the Defendants equally to the following charitable organizations, which carry on activities that, in view of Class Counsel, are aligned with the objectives of this proposed class action and may reasonably be expected to benefit the Settlement Class: (i) KidSport BC (*i.e.* the British Columbia chapter of Kidsport Canada); (ii) Canada SCORES (the Vancouver General Fund); and (iii) BGC South Coast BC.

For greater certainty, the settlement does not contemplate distribution of monetary benefits to the Settlement Class.

**Settlement Approval Hearing:**

The Court must approve the Settlement for it to become effective. The Settlement Approval Hearing will take place on **XXXXXXXXXX XX, 2025 at XX:XX x.m.** before the Supreme Court of British Columbia, 800 Smithe Street, Vancouver, BC V6Z 2E1.

The Court may also approve the legal fees to be paid to Class Counsel at the Settlement Approval Hearing.

**Your Legal Rights and Options:**

- **Participate in the Settlement, if approved by the Court.** If you wish to participate, you are not required to do anything.
- **Object to the Settlement before the Court considers whether to approve it and, although not necessary, attend the approval hearing to present that objection if you so desire and provide notice of your intent to appear.**
- **Exclude yourself from the Settlement (opt out).** You must take steps if you wish to exclude yourself and preserve your legal rights to pursue an individual claim for the issues raised in the class action lawsuit.

To object to or opt out of the Settlement, you must submit an Objection Form or Opt-Out Form to Class Counsel so that it is received by **XXXXXXXX XX, 202X**.

- **These rights and options—and the deadlines to exercise them—are explained in this notice.**

## **BASIC INFORMATION**

### **1. Why was I directed to this notice?**

According to the Defendants' records, you may have held a ticket to the Match.

You have a right to know about the proposed settlement of this class action lawsuit and about your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, the Defendants will carry out the terms agreed to in the Settlement. This notice explains the class action, the Settlement, and your legal rights.

You should read this entire notice.

### **2. What is this class action about?**

The party that filed this lawsuit is referred to as the **"Representative Plaintiff,"** and the companies they sued, Vancouver Whitecaps FC L.P. (the **"Whitecaps"**), WFC Football GP Ltd., Whitecaps Football Club Ltd. and Major League Soccer, L.L.C., are called the **"Defendants"** (the Representative Plaintiff and the Defendants are, together, the **"Parties"**). The Representative Plaintiff seeks damages and other relief on behalf of the Settlement Class. The Representative Plaintiff alleges that the Defendants used misleading promotional material, specifically images of certain Inter Miami CF players who ultimately did not play in the Match, in selling tickets to the Match. The Defendants deny any wrongdoing or liability, and maintain that the claim is without merit. While asserting that they have strong defenses to the claims alleged in the Action, the Defendants have agreed to settle the claims asserted in the Action in order to avoid the time and cost of protracted litigation.

### **3. Why is there a settlement?**

The Court has not decided in favour of either Party. Instead, the Parties have agreed to the Settlement with no decision or admission of who is right or wrong in order to avoid the cost of further litigation, including a potential trial, and so that Settlement Class Members can receive the benefits of the settlement terms outlined in this notice.

The Parties entered into a Settlement Agreement. The Representative Plaintiff and the lawyers representing the Representative Plaintiff (called **"Class Counsel"**) believe that the Settlement is in the best interests of the Settlement Class.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement, along with all exhibits, describe in greater detail the rights and obligations of the Parties and are available at [www.xxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxx.com). If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.

## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the Settlement?

For the purposes of the Settlement, all persons anywhere in the world that held a ticket to the Vancouver Whitecaps FC v. Inter Miami CF game on May 25, 2024, where the ticket was purchased by that person or the ticket was purchased on that person's behalf, irrespective of whether the person attended the game, but excluding holders of: (a) Whitecaps' employee and player family and friends tickets, and (b) tickets provided by the Whitecaps for free, are Settlement Class Members.

Some exceptions apply (*see section 5*).

### 5. Who is Excluded from the Settlement?

The Settlement does not apply to anyone who is not a Settlement Class Member, including Excluded Persons. Excluded Persons are:

- Class Counsel and presiding judges in the Action;
- Persons who validly opt out of the Settlement; and
- The Defendants, and their counsel, directors, and officers.

### 6. I am still not sure if I am included.

If you are still not sure whether you are included in the Settlement, you can ask for help for free. You can call Class Counsel at 1-XXX-XXX-XXXX or email at [whitecaps-settlement@evolinklaw.com](mailto:whitecaps-settlement@evolinklaw.com) and ask whether you are included in the Settlement.

## SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

The Settlement provides for revisions to the Whitecaps' ticketing terms, their manner of presentation, and their placement, and a donation to charitable organizations involved in sports, consisting of:

**Revisions to the Whitecaps' Ticketing Terms.** The Whitecaps will revise the language in its Ticketing Terms and Conditions to state the following:

**Ticketholder hereby recognizes and acknowledges that team rosters and player lineups are subject to change at any time prior to, or during, the Event. Ticketholder further acknowledges that Whitecaps FC cannot and does not make any representation, warranty and/or guarantee arising from or related to the participation or performance of any individual player in the Event, and Whitecaps FC hereby disclaims any and all such representations, warranties, and guarantees, whether express or implied (including, but not limited to, in**

**any advertising or promotional materials related to the Event**). Player depictions in marketing materials are for reference purposes only. Ticketholder agrees that Whitecaps FC shall not be held liable or responsible for any allegation, claim, demand, proceeding, or action arising from or related to the participation or attendance of any individual player, or the performance of any player or team, in the Event, and that no refund will be owed Ticketholder on the basis of nonparticipation or non-attendance of any individual player. By using this ticket, Ticketholder acknowledges this disclaimer and voluntarily assumes all risks related to the attendance or performance of specific players at the Event.

**Updates to the Ticketmaster Popup.** The Whitecaps will, to the extent reasonably possible, add the following language to the popup notice that occurs on Ticketmaster's site before a potential purchaser purchases a ticket to a Whitecaps match:

**Team rosters and player lineups are subject to change at any time prior to, or during, the Event.** Player depictions in marketing materials are for reference purposes only. Whitecaps FC makes no representation, warranty, and/or guarantee regarding the participation or performance of any individual player in the Event. For more information, see the Whitecaps FC's full **Ticketing Terms and Conditions**.

**Making the Ticketing Terms and Conditions More Prominent.** The Whitecaps will move the link to its Ticketing Terms and Conditions to the gray bar near the top of the "Tickets" page on the Whitecaps' website, so that it is in a more prominent position.

**Settlement Fund for *Cy Pres* Donations.** The Defendants will collectively pay a total of \$475,000.00 to settle the Action (the "Settlement Funds"). The Settlement Funds, less any amounts paid in fees to Class Counsel, and an honourarium (if any), will be distributed by the Defendants equally to the following charitable organizations, which carry on activities that, in view of Class Counsel, are aligned with the objectives of this proposed class action and may reasonably be expected to benefit the Settlement Class: (i) KidSport BC (*i.e.* the British Columbia chapter of Kidsport Canada); (ii) Canada SCORES (the Vancouver General Fund); and (iii) BGC South Coast BC.

**8. For greater certainty, the settlement does not contemplate distribution of monetary benefits to the Settlement Class. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement by taking the steps to opt out described in Section 9 below, you will be part of the Settlement Class if the Court approves the Settlement. That means that you will be bound by the terms of the Settlement, including the release of claims and cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or other related entities or individuals (listed in the Settlement Agreement, which you can view on the settlement website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com)) about the issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

**However, nothing in this Settlement will prohibit you from pursuing any claim you may have for personal injury sustained at the Match.**

If you have any questions about the scope of the legal claims you give up by staying in the Settlement Class, you may view Section 8 of the Settlement Agreement (available on the settlement website at [www.xxxxxxxxxxx.com](http://www.xxxxxxxxxxx.com)) or you can contact the lawyer representing the Settlement Class for free:

Simon Lin EVOLINK LAW GROUP 4388 Still Creek Drive, Suite 237 Burnaby, British Columbia V5C 6C6 Email: <a href="mailto:whitecaps-settlement@evolinklaw.com">whitecaps-settlement@evolinklaw.com</a>
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### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to be part of this Settlement, and you want to keep the right to sue the Defendants or other related entities or individuals on your own about the issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself or opting out of the Settlement Class.

If you exclude yourself or opt-out of the Settlement Class, you will not have any rights as a Settlement Class Member under the Settlement. You will not be bound by any further orders in the Action, and you will keep the right to sue on your claims at your own expense.

#### **9. How can I exclude myself from the Settlement?**

You do not have to do anything to remain a Settlement Class Member and be part of the Settlement. However, if you want to exclude yourself from (“opt-out” of) the Settlement, you will be required to submit an Opt-Out Form that will be available on the settlement website at [www.xxxxxxxxxxx.com](http://www.xxxxxxxxxxx.com).

You will be required to deliver the completed Opt-Out Form by mail or courier to Class Counsel whose contact information is found in question 8 above, so that it is received by **XXXXXXXXXX XX, 202X**. You cannot exclude yourself on the phone or by sending an email without a completed Opt-Out Form.

#### **10. If I do not exclude myself, can I sue for the same thing later?**

No. Unless you exclude yourself (opt-out), you give up the right to sue the Defendants and other related entities or individuals for the claims that this Settlement resolves.

If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court’s orders will apply to you, and you will not be able to sue the Defendants over the issues in this lawsuit.

### **THE LAWYERS REPRESENTING YOU**

**11. Do I have a lawyer in this case?**

The law firm representing all Settlement Class Members is listed below.

<p>Simon Lin EVOLINK LAW GROUP 4388 Still Creek Drive, Suite 237 Burnaby, British Columbia V5C 6C6 Email: whitecaps-settlement@evolinklaw.com</p>
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These lawyers are referred to as Class Counsel. You will not be charged for contacting these lawyers, nor will you be charged for the services they provided as Class Counsel in this case. You do not need to hire your own lawyer; however, if you want to be represented by your own lawyer, you may hire one at your own cost.

**12. How will the lawyers representing the Settlement Class be paid?**

Class Counsel will ask the Court for approval of the payment of their fees and other expenses out of the Settlement Funds, in an amount not exceeding 33% plus applicable taxes. It will be up to the Court to approve or determine the amount that Class Counsel will be entitled to. The Court may award less than the amounts requested by Class Counsel. You may continue to check on the progress of Class Counsel's request for fees and expenses by visiting the settlement website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com).

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

**13. How do I tell the Court if I do not like the Settlement?**

If you are a member of the Settlement Class and have not excluded yourself from (opted out of) the Settlement, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views.

To object to the Settlement, you will be required to submit an Objection Form that will be available on the settlement website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com).

A completed Objection Form must include:

- 1) Your full name, address, and telephone number, and e-mail address (if applicable);
- 2) the date on which you purchased the ticket to the Match, and the price for which you paid for the ticket, and whether you attended the Match;

- 3) A detailed written statement of each objection being made, including the specific reasons for each objection including all factual and legal grounds, and any evidence or legal authority to support each objection;
- 4) Whether you intend to appear on your own behalf or through counsel at the Settlement Approval Hearing in Vancouver, and if appearing by counsel, the name, address, telephone number, and e-mail address of counsel; and,
- 5) Your signature.

You will be required to deliver the completed Objection Form by mail or courier to Class Counsel whose contact information is found in question 8 above , so that it is received by **XXXXXXXXXX XX, 202X**. You cannot submit an objection to the Settlement on the phone or by sending an email without a completed Objection Form.

Should you wish to speak at a Settlement Approval Hearing, you must indicate your wish to do so in the Objection Form. You can hire a lawyer to appear on your behalf at your own expense, or you may appear yourself. If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the Settlement Approval Hearing.

**14. What is the difference between objecting and excluding yourself?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to and cannot object because the Settlement no longer affects you.

**THE SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, subject to the above requirements, but you do not have to.

**15. When and where will the Court decide whether to approve the Settlement?**

The Settlement Approval Hearing will take place on **XXXXXXXXXX XX, 202X at XX:XX x.m.**, before the Supreme Court of British Columbia, at 800 Smithe Street, Vancouver, BC V6Z 2E1.

At the Settlement Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and submitted a valid Objection Form. The Court may also decide on the fees and expenses to which Class Counsel are entitled from the Settlement Funds. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the decision will take.

The Settlement Approval Hearing may be rescheduled without further notice to you, so it is recommended you periodically check the settlement website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) for updated information.

**16. Do I have to come to the Settlement Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. If you deliver your properly completed Objection Form on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

**IF YOU DO NOTHING**

**17. What happens if I do nothing at all?**

Again, you do not have to do anything to remain in the Settlement Class. If you do nothing, you will remain part of and be bound by the Settlement if the Court approves it, including all orders, judgments and the release of claims set forth in the Settlement.

**GETTING MORE INFORMATION**

**18. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which you can view on the settlement website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com).

**19. How do I get more information?**

You can visit Class Counsel's website at [www.xxxxxxx.xxx](http://www.xxxxxxx.xxx), where you will find information and documents about the Settlement, plus other information. You may also contact Class Counsel and [whitecaps-settlement@evolinklaw.com](mailto:whitecaps-settlement@evolinklaw.com).

# **EXHIBIT B**

## WRITTEN OBJECTION FORM

ONLY SUBMIT THIS FORM IF YOU WISH TO OBJECT TO THE PROPOSED SETTLEMENT.

**Instructions:** Fill out and submit this form by mail, courier or email **ONLY IF YOU WISH TO OBJECT** to the proposed *Chun v. Vancouver Whitecaps FC L.P. et al* class action settlement in Canada.

### 1. OBJECTOR IDENTIFICATION

Provide the following information about the person (*i.e.*, the purchaser of the ticket to the match between the Whitecaps FC and Inter Miami CF on May 25, 2024 (the "Match")) submitting or, if applicable, on whose behalf you are submitting, an objection.

Last Name:		First Name:		Middle Initial:
Address:			Suite Number:	
City:	Province:	Postal Code:	Country:	
Phone Number:		Email Address (if available):		

### 2. REPRESENTATIVE IDENTIFICATION (IF SUBMITTING ON BEHALF OF A PERSON WHO IS DECEASED OR A MINOR OR FOR OTHER REASON)

If you are objecting to the proposed settlement on someone else's behalf, please provide the following identification information and attach a copy of your power of attorney, court order or other authorization that allows you to represent this person.

YOU ARE SUBMITTING THIS FORM ON BEHALF OF SOMEONE WHO IS:				
<input type="checkbox"/> DECEASED <input type="checkbox"/> A MINOR <input type="checkbox"/> OTHER REASON (Identify: _____)				
Representative's Last Name:		Representative's First Name:		Representative's Relationship to Objector:
Representative's Mailing Address:			Suite Number:	
City:	Province/State:	Postal Code/Zip Code:	Country:	
Representative's Phone Number:	Representative's Email Address:		Representative's Law Firm Name (if applicable):	

**NOTE: THIS OBJECTION WILL BE INVALID UNLESS SIGNED PERSONALLY BY THE OBJECTOR EXCEPT WHERE THE OBJECTOR IS DECEASED, A MINOR OR LEGALLY INCAPACITATED.**

### 3. TICKET IDENTIFICATION

Please provide the following information concerning your purchase of the ticket to the Match.

Number of tickets purchased:	Price paid for each ticket:	Date on which Tickets Purchased:	Whether you attended the Match (y/n):



# **EXHIBIT C**

## OPT-OUT FORM

ONLY SUBMIT THIS FORM IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT.

**Instructions:** Fill out and submit this form by mail, courier or email **ONLY IF YOU WISH TO BE EXCLUDED** from the proposed class action settlement in *Chun v. Vancouver Whitecaps FC L.P. et al.*

### 1. REQUESTOR IDENTIFICATION

Provide the following information about the person (*i.e.*, the purchaser of the ticket to the match between the Whitecaps FC and Inter Miami CF on May 25, 2024 (the "Match")) submitting or, if applicable, on whose behalf you are submitting, this opt-out form.

Last Name:		First Name:		Middle Initial:
Address:			Suite Number:	
City:	Province:	Postal Code:	Country:	
Phone Number:		Email Address (if available):		

### 2. REPRESENTATIVE IDENTIFICATION (IF SUBMITTING ON BEHALF OF A PERSON WHO IS DECEASED OR A MINOR OR FOR OTHER REASON)

If you are opting out of the proposed settlement on someone else's behalf, please provide the following personal identification information and attach a copy of your power of attorney, court order or other authorization that allows you to represent this person.

YOU ARE SUBMITTING THIS FORM ON BEHALF OF SOMEONE WHO IS:				
<input type="checkbox"/>	DECEASED	<input type="checkbox"/>	A MINOR	<input type="checkbox"/> OTHER REASON (Identify: _____)
Representative's Last Name:		Representative's First Name:		Representative's Relationship to Requestor:
Representative's Mailing Address:				Suite Number:
City:	Province/State:	Postal Code/Zip Code:	Country:	
Representative's Phone Number:	Representative's Email Address:		Representative's Law Firm Name (if applicable):	

**NOTE: THIS OPT-OUT REQUEST WILL BE INVALID UNLESS SIGNED PERSONALLY BY THE REQUESTOR EXCEPT WHERE THE REQUESTOR IS DECEASED, A MINOR OR LEGALLY INCAPACITATED.**

### 3. TICKET IDENTIFICATION

Please provide the following information concerning your purchase of the ticket to the Match.

Number of tickets purchased:	Price paid for each ticket:	Date on which Tickets Purchased:	Whether you attended the Match (y/n):

### 4. I WISH TO OPT OUT

Check the box below to confirm your intention to opt out of the proposed *Chun v. Vancouver Whitecaps FC L.P. et al* class action settlement.

I wish to be excluded from the <i>Chun v. Vancouver Whitecaps FC L.P. et al</i> class action settlement and am opting out. <input type="checkbox"/> I OPT OUT
--

### 5. SIGNATURE

\_\_\_\_\_  
Your Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
YYYY MM DD

If you wish to opt out of the proposed settlement, your Opt-Out Form and any attachment **MUST** be received on or before [INSERT DATE] by mail or courier to Simon Lin c/o EVOLINK LAW GROUP, 4388 Still Creek Drive, Suite 237, Burnaby, British Columbia, V5C 6C6, or by email at [vancouverwhitecaps-settlement@evolinklaw.com](mailto:vancouverwhitecaps-settlement@evolinklaw.com).

# **EXHIBIT D**

## **Proposed Class Action Settlement Reached in Vancouver Whitecaps FC v. Inter Miami CF Ticket Price Case – Subject to Court Approval**

A proposed settlement has been reached in a class action lawsuit filed in the Supreme Court of British Columbia concerning ticket prices for the Vancouver Whitecaps FC v. Inter Miami CF match held on May 25, 2024 (the “Match”). The settlement is subject to court approval at an upcoming hearing.

The class action alleges that misleading promotional materials were used in selling tickets to the Match, since the materials used the images of certain players on Inter Miami CF's roster that ultimately did not play in the Match.

The defendants deny any wrongdoing or liability and assert that the claim is without merit. The defendants maintain that they have strong defences to the proposed class action.

If approved, the terms of the settlement will apply to all individuals worldwide who held a ticket to the Match—whether or not they attended—excluding tickets provided for free or distributed to Whitecaps employees, players, and their families.

Key terms of the proposed settlement include:

- **Ticketing Policy Updates:** The Whitecaps will revise their Ticketing Terms and Conditions to state that team rosters and player participation are subject to change and cannot be guaranteed.
- **Additional Disclosure on Ticketmaster:** The Whitecaps will seek to add language to the popup notice on Ticketmaster's site to inform buyers that player appearances are not guaranteed.
- **Improved Visibility of Terms:** The link to the Whitecaps' Ticketing Terms and Conditions will be moved to a more prominent location on the team's website.
- **Donations to Charitable Organizations:** The defendants will pay a total of CAD \$475,000, which will be distributed to three charitable organizations involved in sports: KidSport BC, Canada SCORES (Vancouver General Fund), and BGC South Coast BC.

For greater certainty, the settlement does not contemplate distribution of monetary benefits to the Settlement Class.

The settlement will be considered for approval by the Supreme Court of British Columbia at a settlement approval hearing, which has been set for [INSERT DATE AND TIME] at 800 Smithe Street, Vancouver, BC. At the hearing, the Court will consider whether the settlement is fair, reasonable, and in the best interests of the settlement class. The Court may also decide on the legal fees and expenses to which the lawyers for the plaintiff will seek, in an amount not exceeding 33% plus taxes, which will be deducted from the funds to be donated if approved by the Court.

Class members may object to the settlement by making a submission in writing prior to XX, XXXX, 2025. Class members may also opt-out of the settlement if they wish to preserve their legal rights to pursue an individual claim for the issues raised in the class action lawsuit.

**For more information about your rights and how to speak to the Settlement, please see the Certification Notice available online at [www.XXXXXX.XXX](http://www.XXXXXX.XXX).**

## Schedule 2 to Settlement Approval Order: Settlement Approval Notice

### NOTICE OF SETTLEMENT APPROVAL

*This notice is to inform you that the settlement of the class action lawsuit entitled **Chun v. Vancouver Whitecaps FC L.P., et al., No. VLC-S-S-243667 (the "Action")** has been approved by the Supreme Court of British Columbia.*

- The Action related to the Vancouver Whitecaps FC v. Inter Miami CF game on May 25, 2024 (the "Match"). The Plaintiff alleged that the Defendants (Vancouver Whitecaps FC L.P. (the "Whitecaps"), WFC Football GP Ltd., Whitecaps Football Club Ltd. and Major League Soccer, L.L.C.) used misleading promotional material in selling tickets to the Match.
- ***There are no claims to submit and there will be no distribution of monetary benefits to Settlement Class Members.***
- The Defendants deny any wrongdoing or liability and maintain that the claim is without merit. While asserting that they have strong defences to the claims alleged in the Action, the Defendants agreed to settle all claims in the Action (the "Settlement") in order to avoid the time and costs of protracted litigation.
- You are receiving this notice because the Defendants' records indicate that you may have held a ticket to the Match. All persons anywhere in the world that held a ticket to the Vancouver Whitecaps FC v. Inter Miami CF game on May 25, 2024, where the ticket was purchased by that person or the ticket was purchased on that person's behalf, irrespective of whether the person attended the game, but excluding holders of: (a) Whitecaps' employee and player family and friends tickets, and (b) tickets provided by the Whitecaps for free, are each "Settlement Class Members" and are collectively the "Settlement Class."
- On February 27, 2026, the Supreme Court of British Columbia (the "Court") approved the Settlement. Prior to the approval of the Settlement, on December 29, 2025 a court-approved notice was distributed informing the Settlement Class of their right to opt-out or object to the Settlement. The deadline to opt-out or object was January 28, 2026.
- **All Settlement Class Members are bound by the Settlement, including the release of liability, that the Court has approved**, excluding persons who have validly opted-out of the Action in accordance with the procedure approved by the Court. If you have validly opted-out of the Action, any claims you may have against the Defendants are subject to all applicable time limits for pursuing a claim (called limitation periods).
- Copies of the Settlement Agreement and the Court's order approving the Settlement are available on class counsel's website at <https://evolinklaw.com/vancouver-whitecaps-class-action/>. The release can be found in Section 8 of the Settlement Agreement.

Key terms of the Settlement included:

- **Ticketing Policy Updates:** The Whitecaps will revise their Ticketing Terms and Conditions to state that team rosters and player participation are subject to change and cannot be guaranteed.
- **Additional Disclosure on Ticketmaster:** The Whitecaps will seek to add language to the popup notice on Ticketmaster's site to inform buyers that player appearances are not guaranteed.
- **Improved Visibility of Terms:** The link to the Whitecaps' Ticketing Terms and Conditions will be moved to a more prominent location on the team's website.
- **Donations to Charitable Organizations:** The Defendants will pay a total of CAD\$475,000, which will be distributed equally to three charitable organizations involved in sports, after deduction of court-approved class counsel fees, disbursements, and plaintiff honorarium: KidSport BC (*i.e.* the British Columbia chapter of Kidsport Canada), Canada SCORES (Vancouver General Fund), and BGC South Coast BC.
- The Settlement will be implemented in accordance with the terms in the Settlement Agreement.
- If there is any conflict between this notice and the terms of the Settlement Agreement or the Court order approving the Settlement, the Settlement Agreement or Court order, as applicable, govern.

If there are any further questions, you may contact the lawyer representing the Settlement Class:

Simon Lin  
EVOLINK LAW GROUP  
4388 Still Creek Drive, Suite 237  
Burnaby, British Columbia V5C 6C6  
Email: [whitecaps-settlement@evolinklaw.com](mailto:whitecaps-settlement@evolinklaw.com)