

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-06-000883-179

SUPERIOR COURT
(CLASS ACTION)

BENAMOR,

Applicant

vs.

AIR CANADA an airline incorporated pursuant to the laws of Canada with a registered office at 7373 De La Côte Vertu Blvd West in the City of Montréal in the Province of Québec

Defendant

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF
(ARTICLE 574 C.C.P. AND FOLLOWING)**

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF QUÉBEC, SITTING IN AND FOR THE DISTRICT OF MONTRÉAL, THE APPLICANT STATES THE FOLLOWING:

I. GENERAL PRESENTATION

1. The Applicant addresses the Court for the purpose of obtaining authorization to institute a class action for and on behalf of the members of the Class (as hereinafter defined) against the Defendant, Air Canada, based on the provisions of the *Consumer Protection Act*, chapter P-40.1 (hereinafter the “CPA”) in relation to each Class Member’s purchase, use, and/or redemption of the Defendant’s Flight Pass(es) (as hereinafter defined).

II. THE PARTIES

2. The Applicant, Benamor, is a resident of the province of Québec and a “consumer” within the meaning of the CPA.
3. The Applicant wishes to institute a class action on behalf of the following Class of which the Applicant is a member, namely:

All consumers worldwide (subsidiarily in Canada or in the province of Québec) who from August 16, 2013, purchased, received, and/or acquired one or more Air Canada Consumer Flight Pass(es) with a specified number of flight credits (as defined in subparagraph 10(a) of this Application for Authorization);

or any other group to be determined by the Court;

(hereinafter referred to as the “**Class Member(s)**” or the “**Class**”);

4. Air Canada is a body corporate continued under the *Canada Business Corporations Act*. Its registered office is located at 7373 Boulevard de la Côte-Vertu, Saint-Laurent, Québec, Canada, H4S 1Z3, disclosed as **Exhibit P-1** is the Industry Canada corporate registry extract.
5. The Defendant carries on business in the Province of Québec and has its headquarters in the Province of Québec, disclosed as **Exhibit P-2** is the corporate registry extract from the Registraire des entreprises du Québec.

6. The Defendant derives revenue as a result of its presence in the Province of Québec and providing airline services throughout Canada.
7. The Defendant is a “merchant” within the meaning of the *CPA*.
8. The Defendant provides airline services throughout Canada, and also globally, and sells its flight services through various means including a fixed-price *prepaid* package of airline vouchers that may later be redeemed, within a specific period of time, for flight tickets for travel within a predetermined geographical region (a “**Flight Pass**”).
9. The Defendant’s prepaid Flight Passes consist of two main categories:
 - a. “**Consumer Flight Passes**” including (disclosed as **Exhibit P-3** are sample printouts from the Defendant’s website):
 - i. *a Flight Pass that can only be used by the purchasing traveller without the ability to sell or otherwise transfer the Flight Pass; or*
 - ii. *a Flight Pass that can only be used by the purchasing traveller and/or the traveller’s companion(s), without the ability to sell or otherwise transfer the Flight Pass, except for changing the name(s) of the traveller’s companion(s) for a \$125 fee;*
 - b. “**Flight Passes for Business**” including (disclosed as **Exhibit P-4** are sample printouts from the Defendant’s website):
 - i. “**Small and Medium Sized Business**”: *a Flight Pass that can accommodate up to 10 or 20 employees;*
 - ii. “**Large Corporation**”: *a Flight Pass that can accommodate up to 35, 75, or 500 employees.*
10. The Consumer Flight Passes are available in the following denominations (as depicted in Exhibit P-3):
 - a. A specified number of one-way travel flight credits (e.g. 6, 8, 10, or 20 flight credits); or

- b. Unlimited flights for a specified period of time (e.g. unlimited travel for 3 months or 6 months).
11. The Flight Pass(es) at issue in this action are the Consumer Flight Passes for a specified/limited number of flight credits, as described in subparagraph 10(a).
12. The Defendant markets its Consumer Flight Passes under various labels including, but not limited to, a “Flight Pass”, a “World Travel Pass”, a “Sun Pass”, a “Student Pass”, and/or a “Student Flight Pass”.

III. FACTS GIVING RISE TO THE APPLICANT’S CLAIM

13. On or about March 6, 2015, the Applicant through his travel agent purchased for leisure travel a Consumer Flight Pass from Air Canada with a product name “*Sun Pass – Florida Flex – 8 credits*” and with product ID 275PC000028 for \$2,562 including taxes (the “**Applicant’s Pass**”) disclosed as **Exhibit P-5**.
14. The Applicant’s Pass had a start date of March 6, 2015 and an expiry date of March 6, 2016, whereby the expiry date can be extended for a further three months for a fee of \$250, and any unredeemed flight credits after the expiry date are forfeited to Air Canada.
15. The Applicant’s Pass was non-transferrable and can only be used by the Applicant and one additional companion that may be added, where the name of the additional companion can be changed for an additional fee.
16. The Applicant’s Pass consisted of eight one-way prepaid coach-class flight credits that were eligible for travel from either Montreal, Ottawa, or Toronto to the following sun destinations in the United States of America:
 - a. Fort Lauderdale (FLL)
 - b. Fort Myers (RSW)
 - c. Jacksonville (JAX)

- d. Miami (MIA)
- e. Orlando (MCO)
- f. Sarasota (SRQ)
- g. Tampa (TPA)
- h. West Palm Beach (PBI)

17. The Applicant's Pass was redeemed for round-trip leisure travel on the following dates:

- a. December 2015 to January 2016 between Montreal and Fort Lauderdale, Florida for a named companion on the Applicant's Pass;
- b. February 2016 between Montreal and Fort Lauderdale, Florida for the Applicant himself;
- c. May 2016 between Montreal and Fort Lauderdale, Florida for the Applicant himself; and
- d. June 2016 between Montreal and Fort Lauderdale, Florida for another named companion on the Applicant's Pass after paying a companion name change fee (as described in paragraph 15).

18. On or about February 13, 2016, the Applicant (through his travel agent) extended the Applicant's Pass for three months by paying the \$250 extension fee (as described in paragraph 14), disclosed as **Exhibit P-6**.

IV. **FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE CLASS**

19. The Defendant markets and sells its Flight Passes to travellers across Canada and worldwide via its own website either:

- a. directly to the traveller via <https://www.aircanada.com> (the "Consumer Site"); or

- b. through a travel agent via the “Travel Agents” section of its website (<https://www.aircanada.com/agents>) (the “**Travel Agents Site**”).
20. The use of the Air Canada websites (including both the Consumer Site and Travel Agents Site) from anywhere in the world are bound by identical terms of use, disclosed as **Exhibit P-7**, which is an Internet Archive webpage dated January 21, 2016 and states that:

“This User Agreement shall be deemed to have been made in the Province of Quebec, Canada, and shall be governed in all respects by the laws of the Province of Quebec, Canada, and the federal laws applicable therein, without regard to its conflicts of law principles. You submit to the exclusive jurisdiction of the courts situated in the judicial District of Montreal, Province of Quebec for the all disputes or disagreements arising pursuant to, or transactions and relationships contemplated by, this User Agreement, and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis and undertake to file no action or bring no complaint in any other court.

.....

This User Agreement shall constitute the entire agreement between you and Air Canada with respect to our website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Air Canada with respect to our website. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.”

(emphasis added)

21. On or about February 23, 2016, the Defendant amended its terms of use for its website, applicable worldwide, which is disclosed as **Exhibit P-8** (an Internet Archive webpage dated February 23, 2016) and states that:

Governing Law

***For Québec residents**—These Terms of Use shall be governed by, construed and/or interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein and shall be treated in all respects as a Quebec contract, without regard to principles of conflicts of law that would impose a law of another jurisdiction. Any dispute is to be submitted to the exclusive jurisdiction of the courts in the judicial district of Montreal, Province of Québec.*

***For non-Québec residents**—These Terms of Use shall be governed by, construed and/or interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta contract, without regard to principles of conflicts of law that would impose a law of another jurisdiction. Any dispute is to be submitted to the non-exclusive jurisdiction of the courts in the judicial district of Calgary, Province of Alberta.*

.....

Entire Agreement

Subject to any other applicable agreement you may have entered into with us, these Terms of Use and any other notices or statements posted on the Website constitute the entire agreement between you and Air Canada with respect to the use of the Website, including the AIR CANADA CONTENT and these Terms of Use supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Air Canada with respect to the Website and AIR CANADA CONTENT.

(emphasis added)

22. Regardless of whether the Class Members purchased their Consumer Flight Passes via the Consumer Site or via a travel agent through the Travel Agents Site:
- a. identical terms and conditions as those documented in Exhibit P-5 were shown to the Class Members (or their travel agent acting on behalf of the Class Member(s)) prior to the purchase of their respective Consumer Flight Passes and thereafter confirmed in a confirmation e-mail sent by Air Canada;
 - b. each Class Member's Consumer Flight Pass would be subject to similar expiry periods and additional fees as described in paragraphs 14 and 15;
 - c. each Class Member is bound by the Terms of Use in either Exhibit P-7 or Exhibit P-8; and
 - d. the Class Members may only use the Consumer Flight Pass personally (or by a named companion) and cannot trade, resell or otherwise transfer the ownership of the Consumer Flight Pass, as indicated in paragraph 9(a).
23. Every Class Member purchased, received, or acquired the Consumer Flight Pass from the Defendant during the material times and such Consumer Flight Pass could later be redeemed for a specified number of one-way flights from a pre-determined list of destinations.
24. The Class Members are "consumers" within the meaning of the *CPA*.
25. After a Class Member redeems for an actual flight ticket using their Consumer Flight Pass, the Class Member will be permitted to "check-in" for their flights 24-hours before their flight using the Air Canada website, a sample screenshot of which is disclosed as **Exhibit P-9**.

26. All of the damages to the Class Members are a direct and proximate result of the Defendant's conduct including imposing of expiry dates and/or fees on the use of the Consumer Flight Passes.
27. The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Class.
28. In taking the foregoing into account, all members of the Class are justified in claiming damages, including but not limited to, compensatory damages, moral damages, and/or punitive damages, and/or other consumer remedies.

V. **CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

29. The composition of the Class makes the application of the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings impractical or impossible in this case for the reasons detailed below.
30. The number of persons included in the Class is estimated to be in the thousands, if not tens of thousands.
31. The names and contact information (addresses, e-mail address, and/or phone numbers) of all individuals included in the Class are not known to the Applicant but are, however, in the possession of the Defendant.
32. The precise size of the Class and identity of the individual members in the Class are within the exclusive knowledge of the Defendant only.
33. Given that the Defendant sells Consumer Flight Passes for many of its domestic and/or international routes, there are likely Class Members residing in every province/territory across Canada and also throughout the world.

34. Considering the majority of the Class Members have agreed to submit their claims to the exclusive jurisdiction of the courts in the province of Québec (as indicated in paragraph 20), those Class Members may only litigate in the province of Québec.
35. Moreover, considering that the Defendant is headquartered (and therefore domiciled) in the province of Québec, Class Members who are bound by the updated website terms of use (as indicated in paragraph 21) may still litigate in the province of Québec.
36. It is impractical for each Class Member to travel to Québec to individually file and participate in court proceedings.
37. In addition, given the costs and risks inherent in an action before the Courts, many Class Members will hesitate to institute an individual action against the Defendant.
38. Even if the Class Members could afford such individual litigation, the Court system could not as it would be overloaded.
39. Further, individual litigation of the legal issues raised by the conduct of the Defendant would increase delay and expense to all parties and to the court system.
40. Moreover, a multitude of actions institutes risks leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members.
41. These facts demonstrate that only the Defendant possesses all the information about the composition of the Class and it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action.
42. In these circumstances, a class action is the only appropriate procedure for all of the Members of the Class to effectively pursue their respective rights and have access to justice.

43. The claims of the Class Members raise identical, similar, or related questions of fact or law attached as Schedule A.
44. The majority of the issues to be dealt with are issues common to every Class Member.
45. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely the Defendant's sale of prepaid Consumer Flight Passes with expiry dates and additional fees/charges for use or redemption.
46. All Class Members are "consumers" within the meaning of the *CPA* and presumed to be prejudiced by the Defendant's act and/or conduct.
47. Each Class Members' damages from the Defendant's act and/or conduct are identical and very similar and would not require individual recovery of claims under Articles 599-601 of the *CCP*.
48. The Class Member's damages can be determined with sufficient precision without individual inquiry, such that collective recovery of claims under Article 595-598 of the *CCP* would be appropriate.
49. The interests of justice favour that this application be granted in accordance with its conclusions.

VI. **THE APPLICANT IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS**

50. The Applicant, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the members of the Class, since the Applicant:
 - a. purchased a Consumer Flight Pass from the Defendant during the class period;
 - b. paid an extension fee for the use of the Applicant's Flight Pass;
 - c. had an expiry date imposed on his Flight Pass;

- d. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Members of the Class;
- e. is available to dedicate the time necessary for the present proceedings and to collaborate with the undersigned attorneys in this regard;
- f. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- g. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
- h. has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members;
- i. has given the mandate to the undersigned attorneys to investigate the size of the Class;
- j. has given the mandate to the undersigned attorneys to obtain assistance from the *Fonds D'aide Aux Recours Collectifs*; and
- k. does not have interests that are antagonistic to those of other members of the Class.

VII. **DAMAGES**

51. The Defendants' Consumer Flight Passes are "prepaid cards" within the meaning under Article 187.1 *CPA*.
52. Class Members have paid fees on their prepaid Consumer Flight Passes for extending an expiry date and/or changing the name of a companion.
53. The Defendant imposed expiry dates on each and every Class Member' Consumer Flight Passes contrary to the *CPA*, namely Articles 187.1-187.5.
54. The Defendant must be held accountable for its breach of obligations imposed on it under the *CPA*, namely Articles 261, 262, and 272.

55. In light of the foregoing, the following remedies may be claimed against the Defendant:

- a. Compensatory damages, in an amount to be determined by the Court, on account of the damages suffered, including the expiry fees and companion name change fees paid in relation to the Consumer Flight Passes;
- b. Compensatory damages, in an amount to be determined by the Court, moral damages, and/or other consumer remedies under Article 272 against the defendant for imposing expiry dates on a prepaid card contrary to the *CPA*; and/or
- c. Punitive damages, in an amount to be determined by the Court, for the Defendant's breach of its obligations under the *CPA*.

VIII. **NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

56. The action that the Applicant wishes to institute on behalf of the members of the Class is an action for damages and other contractual remedies under the *CPA*, namely Article 272.

57. The conclusions that the Applicant wishes to introduce by way of an application to institute proceedings are:

GRANT the class action of the Applicant and each of the Class Members;

DECLARE the Defendant liable for the damages suffered by the Applicant and each of the members of the Class;

CONDEMN the Defendant to pay an amount in damages, including compensatory and/or moral damages, to each member of the Class, in an amount to be determined by the Court, plus interest as well as additional indemnity, under Article 1619 of the C.C.Q., since the date of each Class Member's purchase of their Consumer Flight Pass;

CONDEMN the Defendant to pay an amount in punitive and/or exemplary damages to each member of the Class, in an amount to be determined by the Court, with interest as well as the additional indemnity, under Article 1619 of the C.C.Q.;

CONDEMN the Defendant to bear the costs of the present action including expert, expertise, and notice fees;

ORDER that the above three condemnations be subject to collective recovery;

CONDEMN the Defendant to bear the costs of the action including the cost of notices, the cost of claims administration, and the cost of experts, if any;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Members of the Class.

IX. JURISDICTION

58. The Applicant suggests that this class action be exercised before the Superior Court in the District of Montréal for the following reasons:

- a. The Defendant is a “merchant” within the definition of the *CPA*;
- b. The Defendant’s headquarters is in the Province of Québec;
- c. Most Class Members have, by operation of a contract between the Defendant and each member of the Class, submitted to the exclusive jurisdiction of the courts situated in the judicial District of Montréal, Province of Québec for the resolution of all disputes or disagreements;
- d. For Class Members who have not submitted to the exclusive jurisdiction of the courts situated in the judicial District of Montréal, Province of Québec, such Class Members may commence legal action in the jurisdiction of the Defendant’s headquarters;
- e. The contract between the Defendant and each member of the Class has a “real and substantial connection” to the Province of Québec; and
- f. The obligations between the Defendant and Class Members are governed in all respects by the laws of the Province of Québec.

59. The present application is well-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an Originating Application in damages;

ASCRIBE the Applicant the status of representative of the persons included in the Class herein described as:

All consumers worldwide (subsidiarily in Canada or in the province of Québec) who from August 16, 2013, purchased, received, and/or acquired one or more Air Canada Consumer Flight Pass(es) with a specified number of flight credits (as defined in subparagraph 10(a) of this Application for Authorization);

or any other group to be determined by the Court;

IDENTIFY the principle of questions of fact and law to be treated collectively as those in Schedule A;

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Applicant and each of the Class Members;

DECLARE the Defendant liable for the damages suffered by the Applicant and each of the members of the Class;

CONDEMN the Defendant to pay an amount in damages, including compensatory and/or moral damages, to each member of the Class, in an amount to be determined by the Court, plus interest as well as additional indemnity, under Article 1619 of the C.C.Q., since the date of each Class Member's purchase of their Consumer Flight Pass;

CONDEMN the Defendant to pay an amount in punitive and/or exemplary damages to each member of the Class, in an amount to be determined by the Court, with interest as well as the additional indemnity, under Article 1619 of the C.C.Q.;

CONDEMN the Defendant to bear the costs of the present action including expert, expertise, and notice fees;

ORDER that the above three condemnations be subject to collective recovery;

CONDEMN the Defendant to bear the costs of the action including the cost of notices, the cost of claims administration, and the cost of experts, if any;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Members of the Class.

DECLARE that all members of the Class that have not requested their exclusion from the Class in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the Class Members;

ORDER the publication of notices, including a long-form notice and summary notice, to the members of the Class in accordance with Article 579 C.C.P.;

ORDER that said notices be published conspicuously on the Defendant's website, its social media pages (including Facebook pages and Twitter accounts), with a link entitled "*Class Action Notice for Flight Pass Expiry and Fees*";

ORDER the Defendant to send said notices via e-mail to each Class member to their last known e-mail address with a subject line "*Class Action Notice for Flight Pass Expiry and Fees*";

RENDER any other order that this Honourable Court shall determine;

THE WHOLE WITH COSTS including publications fees.

Montréal, August 16, 2017

(s) *Sébastien A. Paquette, avocat*

Me Sébastien A. Paquette, Attorney

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Schedule A to the Application for Authorization – Common Questions (Art. 575(1) CCP)

Application of the *Consumer Protection Act*

1. Is the *CPA* a law of public order applicable to all merchants located within Québec?
2. Considering that Air Canada is headquartered and domiciled in the province of Québec, does the *CPA* also govern Air Canada's conduct and/or transactions, when transacting remotely via the internet with a consumer residing outside of Québec?
3. If Question 4 is "No", does the *CPA* apply by virtue of the Québec choice of law clause within Air Canada's website Terms of Use (prior to February 23, 2016)?

Consumer Protection Act Prepaid Card Questions

4. Is the Air Canada Consumer Flight Pass a "*prepaid card*" within the meaning of s. 187.1 of the *CPA*?
5. If the Air Canada Consumer Flight Pass is a "*prepaid card*":
 - a. Is the expiry date on Air Canada's Consumer Flight Pass contrary to s. 187.3 of the *CPA*?
 - b. Is the charge for an extension of the expiry date on Air Canada's Consumer Flight Pass a charge for the use of a prepaid card contrary to s. 187.4 of the *CPA*?
 - c. Is the charge for the change of a travelling companion's name on Air Canada's Consumer Flight Pass a charge for the use of a prepaid card contrary to s. 187.4 of the *CPA*?

Remedies Questions

6. Does the absolute presumption of prejudice apply to the Class Members' claims?
7. Are the Class Members entitled to compensatory damages from Air Canada, consisting of:
 - a. a monetary amount equivalent to the value of the Consumer Flight Pass flight credits that have been forfeited to Air Canada;
 - b. a monetary amount equivalent to the extension fees paid to extend the expiry of the Consumer Flight Pass; and/or

- c. a monetary amount equivalent to the companion name change fees paid for the use of the Consumer Flight Pass?
8. Are the Class Members entitled to any or all of the following remedies with respect to Air Canada imposing an expiry date on their Consumer Flight Passes:
 - a. reduction of each Class Members' obligations;
 - b. rescind, set aside, or annul the Class Member's Consumer Flight Pass purchase(s);
 - c. award compensatory damages to each Class Member; and/or
 - d. award moral damages, including damages for inconvenience, to each Class Member?
9. Does Air Canada's conduct demonstrate lax, passive or ignorance with respect to consumers' rights and to their own obligations under the consumer protection laws such that punitive damages is warranted? If so, how much?
10. Are the Class Members entitled to the interest and additional indemnity set out in the C.C.Q. on the above monetary amounts, from the date of initial date of purchase of their Consumer Flight Pass(es)?

SUMMONS
(Articles 145 and following CCP)

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of Montreal.

Defendants' answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Est, Montreal, Québec, H2Y 1R6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

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

Content of answer

In your answer, you must state your intention to:

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

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

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary

debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

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

Calling to a case management conference

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

Exhibits supporting the application

Exhibit P-1: Copy of Industry Canada Corporate Search Report

Exhibit P-2: Copy of Registraire des entreprises Quebec Search Report

Exhibit P-3: Printouts of Air Canada's website in relation to its Non-Business Flight Passes

Exhibit P-4: Printouts of Air Canada's website in relation to its Business Flight Passes

Exhibit P-5: Copy of an email sent by the Defendant to the Applicant regarding purchase of the Flight Pass

Exhibit P-6: Copy of an e-mail regarding the Applicant's extension of the expiry date on the Flight Pass

Exhibit P-7: Copy of Air Canada's Website Terms of Use (archived on January 21, 2016)

Exhibit P-8: Copy of Air Canada's Website Terms of Use (archived on February 23, 2016)

Exhibit P-9: Screenshot of Air Canada's online check-in screen

The exhibits in support of the application are available upon request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montréal, August 16, 2017

(s) Sébastien A. Paquette, avocat

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Lawyers for the Applicant

NOTICE OF PRESENTATION
(Articles 146 and 574 CCP)

TO: AIR CANADA

7373 De La Côte Vertu Blvd West
Montréal, Québec H4S 1Z3

Defendant

TAKE NOTICE that Applicant's Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff will be presented before the Superior Court at **1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELF ACCORDINGLY.

Montréal, August 16, 2017

(s) Sébastien A. Paquette, avocat

Me. Sébastien A. Paquette
Attorney for Applicant