

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-06-000919-189

SUPERIOR COURT
(Class Action)

EMILIE SAMSON

Plaintiff

v.

BUSBUD INC.

-and-

BUSBUD USA INC.

-and-

BUSBUD EUROPE LIMITED

-and-

**BUSBUD BRASIL RESERVA DE PASSAGENS
LTDA**

Defendants

and

FONDS D'AIDE AUX ACTIONS COLLECTIVES

Mise en cause

**APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT AND FOR APPROVAL
OF CLASS COUNSEL'S FEES**

(Articles 590, 591 and 593 *C.C.P.*, article 58 of the *Regulation of the Superior Court of Québec in civil matters*, CQLR c C-25.01, r 0.2.1, and article 32 of the *Act Respecting the Fonds d'aide aux actions collectives*, ch. F- 3.2.0.1.1)

**TO THE HONORABLE GARY D.D. MORRISON OF THE SUPERIOR COURT OF QUEBEC,
SITTING AS CASE MANAGEMENT JUDGE, THE PLAINTIFF RESPECTFULLY STATES AS
FOLLOWS:**

I. OVERVIEW

1. The present class action arises out of the Defendants' alleged failure to display an all-inclusive price on its website (www.busbud.com) and its mobile applications (Android and Apple), where bus tickets can be purchased by any individual across the globe;
2. Defendant, Busbud Inc., is headquartered and domiciled in the province of Quebec;
3. The present class action was authorized for purposes of this proposed settlement in

accordance with art. 575 C.C.P. on September 20, 2019;

4. On or about October 2018, the Defendants filed a motion seeking permission to examine the applicant and to adduce evidence at the authorization hearing;
5. Upon review and assessment by the Plaintiff, and after a meet-and-confer with the Defendant, the parties resolved the above noted motion by consent, whereby the Defendants would be permitted to present evidence at the authorization hearing and the applicant need not be examined for purposes of authorization;
6. Shortly after the initial filing of this case, the Defendants initiated contact with the Plaintiff's counsel for purposes of engaging in informal discussions for purposes of exploring the possibility of a settlement;
7. The parties' counsel continued informal discussions and had a number of meetings, while preparing for the authorization motion, scheduled for June 2019;
8. On June 25, 2019, the parties entered into a proposed settlement agreement providing for, *inter alia*, the settlement of the class action between and among Plaintiff, on behalf of herself and the Class;
9. On September 19, 2019, the Honourable Gary D.D. Morrison presided at the authorization hearing for this case, and the Court authorized this case on September 20, 2019 for purposes of this settlement;
10. In this application, the Plaintiff seeks the approval of the settlement agreement and approval of Class Counsel fees;
11. The Defendants do not oppose this application;

II. APPROVAL OF THE PROPOSED SETTLEMENT

The Settlement Amount

12. The proposed Settlement Agreement provides for a total recovery of \$7,258,475 (representing a \$7 CAD voucher credit per Class Member);
13. The number of Class Members total 1,036,925, who are spread across the globe;
14. Each Class Member will receive the equivalent of \$7 CAD in electronic credits, to be automatically issued and delivered by Defendants, without the need for Class Members to submit any claim forms or taking any affirmative steps (e.g. opting-in to the settlement, completing any claim forms, etc.);
15. The electronic credits are transferable and valid for a period of twelve months from the date of issuance;
16. The criteria which the case law has established for approval of a class action settlement are the following:
 - a) The probability of success;
 - b) The amount and nature of discovery;
 - c) The terms and conditions of the Settlement Agreement;
 - d) The attorneys' recommendation and their experience;

- e) Approval of the Plaintiff;
- f) The future expenses and probable length of the litigation;
- g) The number and nature of any opt-outs and/or objectors; and
- h) Good faith of the parties and the absence of collusion;

17. Under Article 590 *CCP*, a court should approve a transaction for settlement of a class action if the court is satisfied that the terms of the settlement are fair, reasonable and in the best interest of the Class Members;
18. The Plaintiff submits that an analysis of all of these criteria demonstrates that, despite settlements involving voucher credits not being the most desirable form of settlements, in these specific circumstances the settlement is fair and reasonable, in the best interest of Class Members, and likely the only means the Class Members will receive any recovery, as detailed further below;

The Probability of Success

19. While the Plaintiff maintains that her action is well-founded, the Defendants appear to be vigorously denying her claims and allegations, in particular:
 - a) The applicability of art. 224(c) in instances involving an “intermediary” (the Defendants claim that they are not the provider of the bus tickets, and that the service fees were charged by the respective bus companies);
 - b) Whether the Class Members would be required to prove that they were, in fact, misled by the failure to have an all-inclusive price and benefit from a presumption of damages;
 - c) The availability of compensatory damages as a remedy for the Class Members in the circumstances involving an “intermediary”;
 - d) The availability of punitive damages in the circumstances of this case; and
 - e) Whether the scope of the Class could encompass individuals outside of Quebec or Canada subsequent to a change in website terms that removed a Quebec choice of jurisdiction and choice of governing law clause;
20. The Parties have not entered into a debate of the above issues in Court but have, informally, exchanged their respective views as to the above noted issues;
21. The authorization hearing before this Court also demonstrated the novelty of issue 19(e);
22. Issue 19(a) also posed a policy issue involving new forms of businesses, where the existing law may not be as well-equipped to address, with limited guidance in the case law, with a serious risk of multiple rounds of appeals given the highly contentious legal issues, which increases the possibility of non-recovery for the Class Members and considerable delays;
23. Some of the legal issues above (such as 19(a) - 19(c)) deals largely with questions of policy, which further increases the likelihood of an appeal to the Supreme Court of Canada;
24. This Court, in another authorization hearing involving a similar “intermediary” acknowledged that the applicability of art. 224(c) to “intermediaries” would likely be subject to serious debate at trial, and could therefore result in prolonged litigation arising from multiple rounds of

appeals;¹

The Amount and Nature of Discovery

25. There are 1,036,925 Class Members in total in this class action, as confirmed by the Defendants;
26. The Plaintiff, on behalf of the Class Members, takes the position that the Defendant shall pay monetary compensation in the amount of all “service fees” that were collected during the class period, punitive damages, and attorney fees and investigation costs in accordance with art. 36 of the *Competition Act*;
27. The Defendants indicated that they would vigorously defend the merits of the case;
28. Based on the Defendants’ representations that there are 1,036,925 Class Members, who have each paid on average \$6.50 CAD in aggregate “service fees” during the class period, the total amount claimed by the Class Members is approximately \$7,258,475, plus punitive damages, attorney fees, and investigation costs;

Full Recovery for the Class as a Whole

29. The proposed recovery will be \$7 CAD per individual, which, on average, is greater than the average amount of “service fees” (\$6.50) paid in aggregate by each Class Member between the April 4, 2015 and June 8, 2019;
30. As a whole, the Class has effectively achieved greater than 100% recovery, a result that is not usually achieved in other class actions;
31. While some Class Members may be overcompensated (i.e. having paid less than \$7 in “service fees”) or undercompensated (i.e. having paid more than \$7 in “service fees”), the goal of class actions is not to achieve perfection, but to satisfy the three goals of class actions: access to justice, judicial economy, and behavioural modification;
32. The Court may, in appropriate circumstances, order that an average amount be distributed to Class Members, especially when there could be administrative difficulties in determining the precise amounts for each Class Member;

Concerns over “Coupon Settlements” are Not Present in this Case

33. Furthermore, whilst courts are required to exercise greater caution in approving relief involving credits for future purchases with the defendant,² it may still be approved in appropriate circumstances (as detailed further below);
34. The issue of “coupon settlements” have not been thoroughly studied by Quebec courts, courts of other Canadian jurisdictions (such as Ontario) have had some experience with such proposed settlements, and courts in the USA have thoroughly studied this topic;
35. In particular, some courts draw a distinction between a “credit” (or gift card) and a “coupon”, the latter is the one that gives rise to the significant concerns over “coupon settlements” because a “coupon settlement” frequently provides little to no relief to the class, but, on the

¹ *Lussier c. Expedia Inc.*, 2019 QCCS 727

² *Abishira c. Stubhub Inc.*, 2018 QCCS 2549; *Abihisira c. Johnston*, 2019 QCCA 657; *Mahmoud c. Société des casinos du Quebec inc.*, 2018 QCCS 4526

other hand, the prosecuting attorneys receive substantial fees for little work;

36. The United States Court of Appeals for the Ninth Circuit noted the following characteristics distinguishing “gift cards” and “coupons”:³

We first consider the argument, advanced by several objectors, that the attorneys' fee award must comply with provisions of CAFA governing “coupon settlements.” We conclude the district court properly decided that the portion of the settlement that will be paid in Walmart gift cards was not a “coupon settlement” within the meaning of CAFA.

...

*Because Congress does not define the ambiguous term “coupon” within the statute, see 28 U.S.C. § 1711; see also *In re EasySaver Rewards Litig.*, 921 F.Supp.2d 1040, 1047 (S.D.Cal.2013) (“[CAFA] does not define what constitutes a ‘coupon.’”), “we may ‘look to other interpretive tools, including the legislative history’ in order to determine the statute's best meaning.”....*

...

In CAFA's findings and purposes, Congress emphasized its concern about settlements when class members receive little or no value, including settlements in which “counsel are awarded large fees, while leaving class members with coupons or other awards of little or no value.” Class Action Fairness Act of 2005, Pub.L. No. 109–2, § 2, 119 Stat. 4 (2005).

...

*The report goes on to give twenty-nine examples of problematic coupon settlements. *Id.* at 15–20. The report cites and criticizes coupon settlement awards that provide class members with “\$30 to \$40 discounts” on a future cruise, “a \$5 to \$10 voucher good for future purchases of particular computer hardware or software products”, “\$1 off every subsequent \$5 purchase” at a chain of restaurants, “a 30 percent discount on selected products” during a one-week time period, \$55 to use on a purchase of a new crib from a defendant crib producer accused of making defective cribs, “\$1.25 off a \$25 dollar [video] game”, and so on. *Id.* at 15–17.*

...

The Walmart–Netflix settlement differs from the settlements that drew the attention of Congress. Affording over 1 million class members \$12 in cash or \$12 to spend at a low-priced retailer does not leave them with “little or no value.” The district court did not err when it stated simply that “\$12, while not a lot of money these days even at Wal–Mart, is \$12.” Moreover, this case is distinguishable from every single coupon-settlement example in the Senate report.

...

These discounts require class members to hand over more of their own money before they can take advantage of the coupon, and they often are only valid for select products or services. The gift cards in this case are different. Instead of merely offering class members the chance to receive a percentage discount on a purchase of a specific item or set of items at Walmart, the settlement gives class members \$12 to spend on any item carried on the website of a giant, low-cost retailer

...

Similar to the gift cards in these cases, the Walmart gift cards can be used for any products on walmart.com, are freely transferrable (though they cannot be resold on a secondary market) and do not expire, and do not require consumers to spend their own money....

37. In essence, the courts consider the following characteristics in determining whether it is a “gift card” or a “coupon”:

³ *In re Online DVD-Rental Antitrust Litigation* (No. 12-15705, (9th Cir. Feb. 27, 2015)).

- a) Transferability of the benefit;
 - b) Whether the benefit is applicable to all products or a specific product;
 - c) Whether the benefit would require the consumer to spend significantly more of their own moneys; and
 - d) Whether the benefit expires;
38. In this instance, the electronic credits are akin to gift cards;
39. The expiry date in this instance provides a sufficient amount of time for Class Members to redeem the value of the credit, and considering the prices of bus tickets are generally not high, Class Members would not need to spend a significant amount of their own moneys in order to derive a benefit;
40. Most importantly, based on the Defendants' representation (and also confirmed by Class Counsel using random test cases), the prices of bus tickets are the same, regardless whether they are purchased from Busbud or the bus company;
41. As an example, a bus ticket from Greyhound may cost \$25, and the same bus ticket via Busbud would also cost \$25 – therefore, the \$7 credit would, in fact, allow the Class Members to gain a \$7 saving, which would be unavailable in other channels;
42. Accordingly, this proposed settlement should be viewed as a “gift card” ;
43. Even if the court considers this to be a “coupon settlement”, such settlements are permitted where a cash settlement would compromise the defendant's ability to continue as a viable concern;⁴
44. The Defendants have permitted Class Counsel to inspect the Defendants' financial records on a confidential basis, and the Defendants have represented to the Court their ability to continue in business should they be ordered to pay cash compensation, or if there is to be a prolonged litigation;
45. Based on Class Counsel's review, the Defendants representation that a cash settlement would likely compromise their ability to continue in business appears to be true;
46. The Defendants are start-up companies that represented that they are in need of financing in order to continue operations;
47. A prolonged litigation would lead to the likely result that the Defendants would go out of business and the Class Members receive no recovery, wasting significant judicial resources to adjudicate issues that would ultimately be rendered moot;⁵
48. A settlement in this circumstance would achieve the three goals of class actions:
- a) **Access to Justice:** The Class Members have achieved full recovery of “service fees” paid, although not in the form that would be the most preferable. It still allows the Class

⁴ *Mortillaro v. Cash Money Cheque Cashing Inc.*, 2009 CanLII 35600 (ON SC)

⁵ See example *Meeking v. Cash Store Inc. et al.*, 2013 MBCA 81 where an important question of law, similar to the question in the present case, were to be adjudicated in the class action. The Supreme Court of Canada granted leave to review the questions, but the case was ultimately never heard because the defendants went out of business.

Members to derive a monetary benefit that would not otherwise be available from any other channel (e.g. buying a bus ticket directly from the bus company would not give them any discount)

- b) **Judicial Economy:** It avoids the possibility of duplicative litigation in this Court, and also the small claims court, or any foreign courts. The goal of aggregating similar litigation has been achieved. Subsidiarily, further judicial resources would not need to be expended on this case.
- c) **Behavioural Modification:** As discussed below, the Defendants have changed their business practice for Canadian users, thereby achieving the goal of behavioural modification. While a settlement in the form of credits would not result in the Defendants being disgorged \$7 per member, the Defendants would still have to pay some moneys to generate this monetary benefit for the Class Members. For many bus tickets, Busbud's commission will not be sufficient to cover the \$7 credit granted to a Class Member. Hence, the Defendants would still need to bear the difference, after foregoing their commission. This monetary loss, not to mention the significant cost of this litigation, sufficiently serves the purpose of deterring these particular Defendants and other potential wrongdoers in similar circumstances.

The Terms and Conditions of the Settlement Agreement

49. The Settlement Agreement is a favourable outcome for the Class Members as it provides a resolution of the litigation and the following benefits:
- a) A voucher credit in the amount of \$7 CAD, or the equivalent foreign currency, (without any further deductions for attorney fees or legal costs);
 - b) The voucher credit will be **automatically** delivered to each Class Member via e-mail, without the need to submit any claim forms, receipts, and without the Class Member being required to take any affirmative step, not even opting-in by clicking a URL, for example;⁶
 - c) Class Members will not be required to prove their claims, and, in particular, will not need to prove their status as "consumers" and their intended use of the purchased bus tickets;
 - d) The Defendants have undertaken to reform their sales practice, by displaying an all-inclusive price for users with a Canadian IP address, thereby achieving the goal of behavioural modification;
 - e) The Class Members' credits is freely transferable and can be used to acquire any bus tickets purchased from the Defendants over the course of 12 months; and
 - f) A credit of \$7 may not be sufficient to acquire a full bus ticket, it covers a substantial portion of many bus tickets, and therefore Class Members need not pay significant moneys out-of-pocket to acquire this benefit (a benefit unavailable to Class Member purchasing bus ticket through other avenues – as detailed above);

⁶ Requiring class members to "opt-in" or to take positive steps in order to participate in a settlement is said to be contrary to the goals of class actions as class members lose their claims from ignorance, inertia, or apathy – see *Currie v. McDonald's Restaurants of Canada Ltd.*, 2005 CanLII 3360 (ON CA) at para. 29; *McSherry v. Zimmer GMBH*, 2012 ONSC 4113 at paras. 114-118; and *Turner v Bell Mobility Inc*, 2015 ABQB 169 at paras. 23-27

Class Counsel's Recommendations and Experience

50. Class Counsel consists of two law firms: Champlain Avocats based in Montréal, Québec, and Evolink Law Group based in Burnaby, British Columbia;
51. Champlain Avocats' lawyers have over ten years of litigation experience and more than four years of experience prosecuting class actions and have appeared in courts across Canada on class action matters including this Court and the Federal Court of Canada;
52. Evolink Law Group's principal lawyer has over five years of litigation experience and focussed predominantly on class actions for over five years and has appeared in courts across Canada on class action matters including this Court, the Supreme Court of British Columbia, the Court of Appeal of British Columbia, and the Federal Court of Canada;
53. Class Counsel, after careful review of the facts, and the applicable laws (including the laws relating to similar settlements) recommended the terms and conditions of the settlement agreement;

The Representative Plaintiff's Approval of the Settlement

54. The Plaintiff provided his instructions to enter into the settlement agreement on her own behalf and on behalf of the Class Members and signed the settlement agreement;
55. The Plaintiff also approves of the settlement agreement;

The Future Expenses and Probable Length of the Litigation

56. There is a real possibility of significant expenses in litigating of any appeals that could arise from the trial judgment, including an appeal to the Supreme Court of Canada;
57. Given the Defendants' position and the cash amount being claimed, there is a strong likelihood that any negative decision will be further appealed and give rise to further delays for the Class Members, which could amount to many more years of litigation;
58. Justice delayed is justice denied, and an early resolution with a favourable result is in the best interest of Class Members and achieves the goal of access to justice;
59. There is also the significant risk that the Defendants may go out of business whilst the case is pending, which will result in the Class Members achieving no recovery at all;

The Number and Nature of any Opt-Outs or Objections

60. As of the date of writing this motion, no Class Members have formally opted out;
61. To date, no Class Members have filed a formal objection to the settlement, but there is one Class Member that voiced their "objection" to Class Counsel as follows:

I had purchased one bus ticket through busbud.com from Hollywood California USA to San Francisco California USA.

But the connection bus from Hollywood to Los Angeles arrived late and hence i had to take taxi of 25\$ charge which was a additional expense for me

Busbud did not offer me refund

I want penalty of 1000\$ for the irresponsible act of Busbud

Kindly claim the penalty from them

Ticket details in the below trail email and the response from busbud executive Ms. Chester

With best Regards

62. Two additional Class Members have voiced their “objection” to Class Counsel which can be found in Exhibit “E” and “F” of the affidavit by Simon Lin in support of the present application;

Good Faith of the Parties and the Absence of Collusion

63. The settlement agreement was negotiated by experienced counsel, both on the Plaintiff’s side and Defendant’s side, at an arm’s length and in good faith;

Conclusion on Approval of the Settlement Agreement

64. Although this proposed settlement is in the form of “credits”, the concerns over “coupon settlements” (including high attorney fees, which are addressed below) are not present at all in this case;
65. The Defendants’ financial circumstance presents a real concern for the Class, whose objective should be to receive compensation for their “service fees”, not to put a defendant out of business;

III. APPROVAL OF CLASS COUNSEL FEES

66. The Settlement Agreement provides for a total recovery of \$7,258,475 (in the form of electronic credits);
67. In addition to the recovery above, the Defendants have agreed to pay an all-inclusive amount of \$150,000 (plus taxes) for Plaintiff’s attorney fees and disbursements and the honorarium for the Plaintiff;
68. For this action, Class Counsel has incurred disbursements of approximately \$3,000;
69. The jurisprudence and applicable ethical rules establish the following factors to consider in determining whether Class Counsel’s fees are fair and reasonable in the circumstances:
- a) The time and effort expended by Class Counsel on the litigation;
 - b) The importance of the class action;
 - c) The degree of difficulty of the class action;
 - d) Class counsel's experience and expertise in a specific field;
 - e) The risks and responsibilities assumed by Class Counsel;
 - f) The result(s) obtained; and
 - g) Whether the Requested Fees are contested;

70. Typically, the maximum of fees for Class Counsel is thirty-three (33%) percent, but are typically around twenty-five (25%) percent;
71. Other than considering the percentage of contingency fees agreed upon with the Plaintiff (which is always subject to Court review and approval), the Court also measures the “reasonableness” of the proposed fee by considering the number of hours expended by Class Counsel;
72. Usually, Class Counsel fees allowing for a 2.5x multiplier of Class Counsel’s hourly rate is considered fair and reasonable;

Time and Effort Expended by Class Counsel

73. The Plaintiff has prepared her case substantially, in preparation for a contested debate in June 2019 on all the issues in this case, including some of the private international law issues and the application of art. 224(c) *CPA* and art. 54 *Competition Act* to “intermediaries”;
74. While the facts of this case are relatively simple (i.e. displaying of an all-inclusive price), it raised important issues of private international law that were a matter of first impression for the courts of this province;
75. The core question being whether the Québec *Consumer Protection Act* could apply to consumer transactions between a Québec merchant and an out-of-province consumer, which was conducted via the internet;
76. The resolution (and litigation) of this question potentially had significant ramifications for merchants in Québec who conduct e-commerce, and especially Busbud Inc. who is headquartered and domiciled in Québec;
77. In total, Class Counsel devoted 253 hours to this class action, including preparation for the authorization in June 2019 and also the actual authorization hearing in September 2019:
 - A. Evolink – 68 hours
 - B. Champlain – 185 hours
78. The contingency fee agreement provides for twenty-five (25%) percent of the recovery;
79. The requested fee is equivalent to 2.1% of the recovery, which is fair under any possible measure and even taking into account possible “discounts” that some Courts impute to settlements involving “coupons”, assuming the Court *even* concludes that the “credits” in this case are “coupons”;⁷

The Importance of this Class Action

80. This Class Action raises issues of public order that is of substantial importance to all

⁷ In *Patel v. Groupon Inc.*, 2013 ONSC 6679, which was a true “coupon settlement” (whereas the present case is more akin to a gift card settlement), the court did not calculate the legal fees based on the face value of the coupons issued. Rather, the court made a 75% discount to the face value, which takes into account the actual benefit that would be derived, and also the possibility of low redemptions. Even applying that court’s “discounting approach” to this case, the credits in this case would be assigned a value of \$1.75M. A \$150,000 Class Counsel fee for a \$1.75M settlement is still only an 8.57% contingency fee, and is fair and reasonable.

consumers and merchants in Quebec;

81. This Class Action also seeks to protect the Class Members who may not have consumer protection laws, or access to collective recovery regimes, in their home jurisdictions;
82. While the direct beneficiary from a positive ruling on the private international law issue would be out-of-province consumers, it indirectly benefits all Québec consumers because it would ensure that Québec merchants must at all times comply with their obligations under the *Consumer Protection Act*;
83. If the *Consumer Protection Act* were to permit different treatment of out-of-province consumers, it would result in a two-tier system, undermine competition, and ultimately harm Québec consumers;
84. Other than the scope of the Québec *Consumer Protection Act*, this class action also raised important questions of how mispricing incidents should be treated in the e-commerce era;
85. To date, there has been no Superior Court merits decision on how art. 224 (c) of the *Consumer Protection Act* is to apply to such “intermediary” situations;
86. In respect of art. 54 of the *Competition Act*, there is almost no jurisprudence on this statutory provision;
87. A merits decision would be important for both merchants and consumers;

The Degree of Difficulty of this Class Action

88. As noted above, the underlying factual matrix is relatively straightforward (whether a merchant presented an all-inclusive price);
89. The difficulty of this Class Action lies in the: (1) the private international law issues; and (2) the interpretation of the *Consumer Protection Act* and *Competition Act* as it relates to e-commerce “intermediaries”;

Class Counsel’s Experience and Expertise

90. As discussed in the earlier section of this application, Class Counsel has substantial experience in the field of class actions, both before this Court and across Canada;
91. The facts also speak for itself in that Class Counsel thoroughly presented their case at the authorization hearing;

Risks Assumed by Class Counsel

92. In this instance, the risks assumed by Class Counsel was significant as compared to typical class action cases;
93. The Plaintiff, and Class Counsel, did not apply for financial support from the *Fonds D’aide Aux Actions Collectives*;
94. In this case, Class Counsel assumed all the risks of the class action not succeeding, and funded all disbursements, all without any guarantee of a payment in the remote future;

95. Class Counsel was retained on this case entirely on a contingency basis;
96. Based on the nature of the issues, especially any ramifications to the Defendants, the risks were significant and the Defendants would likely have appealed any negative decision to the Court of Appeal or Supreme Court of Canada, assuming the Defendants sustain prolonged litigation;
97. Class Counsel also agreed to fully indemnify the Plaintiff in the event that legal costs are awarded against her;

The Results Obtained

98. While the settlement does not provide for cash payment directly to each Class Member, but rather electronic credits (in the amount of \$7 per person without any further legal fees or costs), the result for the Class Member could not have been achieved without this litigation;
99. The credits in this case are fully transferable and have few restrictions;
100. Travel by bus is a regular occurrence and the Class Members will likely have the opportunity to travel to their next destination within the one-year period of the credit;
101. Even if the Class Member(s) are not able to utilize their credits, it can be freely transferred to their friends or relatives that can benefit from this credit;

Whether the Requested Fees are Contested

102. Notice has been given to the Class and there is no Class Member indicating any intention to contest the requested fees;

IV. EXPENSES OF THE REPRESENTATIVE PLAINTIFF

103. In preparation for this case, the Plaintiff travelled to Montreal from New York to meet with her attorneys, which required taking out time for travel from her schedule;
104. The amount claimed by the Plaintiff personally is insignificant and her dedication demonstrates that she would serve the best interest of the Class to advance the goals of consumer protection;
105. The time and effort she spent, particularly the time she had spent travelling back and forth, grossly exceeds the electronic credit that she would receive;
106. The Plaintiff's efforts have caused this class action to be litigated forcefully, for the benefit of all Class Members;
107. The Plaintiff respectfully requests that the Court approve \$343.53 be awarded to the Plaintiff on account of her plane ticket for travel to/from Montreal for her in-person meeting with Class Counsel;
108. Class Counsel has agreed to reimburse the above amount from its own fees, should this Court approve;

V. CONCLUSION

V. CONCLUSION

109. The Plaintiff respectfully submits that the settlement agreement is fair and reasonable for the Class Members, in their best interest, and the only viable solution in this circumstance considering the Defendants' financial situation;

110. The Plaintiff further submits that the Class Counsel fees are fair and reasonable in this case and should be approved.

PAR CES MOTIFS, PLAISE AU TRIBUNAL :	FOR THESE REASONS, MAY IT PLEASE THE COURT TO:
[1] ACCUEILLIR la demande de la Représentante en approbation de l'Entente de Règlement intervenu entre les parties;	[1] GRANT Representative Plaintiff's Application to Approve the Settlement Agreement with the Defendants;
[2] DÉCLARER que les définitions contenues dans l'Entente de Règlement s'appliquent et sont incorporées au présent jugement, et en conséquence en font partie intégrante, étant entendu que les définitions lient les parties à l'Entente de Règlement;	[2] DECLARE that the definitions set forth in the Settlement Agreement apply to and are incorporated into this judgment, and as a consequence shall form an integral part thereof, being understood that the definitions are binding on the parties to the Settlement Agreement;
[3] APPROUVER l'Entente de Règlement («Settlement Agreement») conformément à l'article 590 du Code de procédure civile du Québec, et ORDONNER aux parties de s'y conformer;	[3] APPROVE the Settlement Agreement as a transaction pursuant to article 590 of the Code of Civil Procedure, and ORDER the parties to abide by it;
[4] DÉCLARER que l'Entente de Règlement (incluant son préambule et ses annexes) est juste, raisonnable et qu'elle est dans le meilleur intérêt des Membres du Groupe et qu'elle constitue une transaction en vertu de l'article 2631 du Code civil du Québec, qui lie toutes les parties et tous les Membres du Groupe tel qu'énoncé aux présentes;	[4] DECLARE that the Settlement Agreement, (including its Preamble and its Schedules) is fair, reasonable and in the best interest of the Class Members and constitutes a transaction pursuant to article 2631 of the <i>Civil Code of Quebec</i> , which is binding upon all parties and all Class Members at set forth herein;
[5] ORDONNER ET DÉCLARER que le présent jugement, incluant l'Entente de Règlement, lie chaque Membre du Groupe Visé par le Règlement;	[5] ORDER AND DECLARE that this judgment, including the Settlement Agreement, shall be binding on every Class Member;
[6] APPROUVER le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires et débours tel que prévu aux paragraphes 6.1-6.4 de l'Entente de Règlement modifiée;	[6] APPROVE the payment to Class Counsel of its extrajudicial fees and disbursements as provided for at clauses 6.1-6.4 of the Settlement Agreement;
[6] APPROUVER que les procureurs de la demanderesse lui remboursent ses débours au montant de 343,53\$;	[6] APPROVE Class Counsel to reimburse the Plaintiff's expenses totalling \$343.53;
[7] ORDONNER aux parties de faire rapport de l'exécution du jugement à l'expiration du délai prévu au paragraphe 1.1.12 de l'Entente de Règlement modifiée;	[7] ORDER the Parties, upon the expiry of the time specified at paragraph 1.1.12 of the Settlement Agreement, to render account of the execution of the judgment;
[8] LE TOUT , sans frais de justice.	[8] THE WHOLE , without legal costs.

MONTREAL, November 1, 2019

(s) Champlain Avocats

Champlain Avocats
Attorneys for the Plaintiff



Evolink Law Group
Attorneys for the Plaintiff

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-06-000919-189

SUPERIOR COURT
(Class Action)

EMILIE SAMSON

Plaintiff

v.

BUSBUD INC.

-and-

BUSBUD USA INC.

-and-

BUSBUD EUROPE LIMITED

-and-

**BUSBUD BRASIL RESERVA DE PASSAGENS
LTDA**

Defendants

and

FONDS D'AIDE AUX ACTIONS COLLECTIVES

Mise en cause

NOTICE OF PRESENTATION

TO: **NORTON ROSE FULLBRIGHT**

Me Éric Lefebvre

Me Saam Pousht-Mashhad

1 Place Ville Marie

Suite 2500

Montréal (Québec) H3B 1R1

PLEASE TAKE NOTICE that Plaintiff's *Application to Approve a Class Action Settlement And For Approval Of Class Counsel's Fees* will be presented at the Montreal Courthouse, 1 Notre-Dame St. E, Montreal, Québec, Room 2.08 on November 22, 2019 at 9:00AM before the Honourable Gary D.D. Morrison.

MONTREAL, November 1st 2019

(s) Champlain Avocats

Champlain Avocats
Attorneys for the Plaintiff

Jim Lu

Evolink Law Group
Attorneys for the Plaintiff

N^o 500-06000919-189

COUR SUPÉRIEURE
(Actions collectives)
DISTRICT DE MONTRÉAL

EMILIE SAMSON,

Applicant

v.

BUSBUD INC.,

Defendant

**APPLICATION TO APPROVE A CLASS
ACTION SETTLEMENT AND FOR APPROVAL
OF CLASS COUNSEL'S FEES (Art. 590, 591
and 593 C.C.P.)**

ORIGINAL

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