

**CANADA**

**PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL**

**N° : 500-06-001041-207**

**SUPERIOR COURT**  
(Class Actions)

---

**CHAFIK MIHOUBI**, domiciled at 

Plaintiff

v.

**PRICELINE.COM, L.L.C.**, a legal person having its head office at 800, Connecticut Avenue, Norwalk, CT 06854, USA

and

**HOTWIRE, INC.**, a legal person having its head office at 114 Sansome Street, Suite 400, San Francisco, CA 94104, USA

and

**HOMEAWAY.COM, INC.**, a legal person having its head office at 1011 W. Fifth Street, Suite 300, Austin, Texas 78703, USA

and

**ACCOR, S.A.**, a legal person having its head office at 82, rue Henri Farman, CS 20077, 92445, Issy-les-Moulineaux, France

and

**BEDANDBREAKFAST.COM, INC.**, a legal person having its head office at 1011 W. Fifth Street, Suite 300, Austin, Texas 78703, USA

and

**CANADASTAYS (1760335 ONTARIO INC.)**, a legal person having its head office at 20 Eglinton Avenue West, Toronto, Ontario, M4R 1K8, Canada

and

**HILTON WORLDWIDE HOLDINGS, INC.**, a legal person having its head office at 7930 Jones Branch Drive, McLean, Virginia, 22102, USA

---

and

**SIX CONTINENTS HOTELS, INC.**, a legal person having its head office at 3 Ravinia Drive, Suite 100, Atlanta, Georgia, 30346, USA

and

**ORBITZ WORLDWIDE, L.L.C.**, a legal person having its head office at 333 108th Ave N.E. Bellevue, WA 98004, USA

and

**HYATT CORPORATION**, a legal person having its head office at 150 North Riverside Plaza 8th Floor, Chicago, Illinois, 60606, USA

and

**WYNDHAM HOTEL GROUP, L.L.C.**, a legal person having its head office at 22 Sylvan Way, Parsippany, NJ 07054, USA

and

**KAYAK SOFTWARE CORPORATION**, a legal person having its head office at 7 Market Street, Stamford, CT 06902, USA

and

**BENJAMIN & BROTHERS, L.L.C. (RESERVATIONS.COM)**, a legal person having its head office at 390 North Orange Avenue, suite 1605, Orlando, Florida, 32801, USA

Defendants

---

**ORIGINATING APPLICATION OF A CLASS ACTION**  
(Articles 141 and 583 C.C.P.)

---

**TO THE HONORABLE MARTIN F. SHEEHAN, JUSTICE OF THE SUPERIOR COURT PRESIDING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFF RESPECTFULLY SUBMITS THE FOLLOWING:**

## I. INTRODUCTION

1. In Quebec, the *Consumer Protection Act*, RLRQ, c. P-40.1 (hereinafter the “**CPA**” or the “**Act**”) exists to protect consumers, in particular because of the inequality of bargaining power between consumers and merchants in the context of a consumer contract.
2. In this context, the CPA prohibits merchants from “charg[ing], for goods or services, a higher price than that advertised” (s. 224 c) of the CPA), so that the consumer can be informed of the actual sale price of a good or service from the outset of the purchasing process. The only exceptions to this rule in the context of the present case are “the duties chargeable under a federal or provincial Act where, under that Act, the duties must be charged directly to the consumer to be remitted to a public authority,” which Quebec consumers are presumed to know.
3. The defendants knowingly violate this obligation imposed on them by the CPA by advertising on their websites and mobile applications prices that are disaggregated and lower than the ultimate price charged for accommodations.
4. The plaintiff is bringing this class action in order to put an end to this practice, which is as widespread as it is detrimental to the members of the class. This practice is a veritable scourge in the industry of online platforms that facilitate reservations of accommodations services.
5. The plaintiff also seeks reimbursement of the amounts illegally collected by the defendants by way of a price reduction equivalent to the difference between the amount actually paid and the amount originally advertised, as well as an award of punitive damages.

## II. THE AUTHORIZATION OF THE CLASS ACTION

6. On January 11, 2022, the Court authorized the exercise of the present class action against the defendants and attributed the plaintiff the status of class representative.
7. In its judgment, the Court defined the groups included in the class action as follows:
  - 1) Consumers within the meaning of the *Consumer Protection Act*, residing in the province of Quebec at the time of their reservation, who, between January 27, 2017, and [the date which will be retained for the publication of notices], booked accommodation on the internet with the Defendants, **Priceline.com L.L.C.**, **Hotwire, Inc.**, **KAYAK Software Corporation**, **Benjamin & Brothers L.L.C.**, **Accor, S.A.**, **Hilton Worldwide Holdings, Inc.**, **Six Continents Hotels, Inc.**, **Hyatt Corporation** or **Wyndham Hotels Group, L.L.C.** and who paid a price higher than the price initially advertised, with the exception of fees payable under a federal or provincial law when, under this law, these fees must be collected directly from the consumer to be remitted to a public authority.

- 2) Consumers within the meaning of the *Consumer Protection Act*, residing in the province of Quebec at the time of their reservation, who, between January 27, 2017, and September 28, 2020, booked accommodation on the internet with the Defendants **Homeaway.com, Inc., Bedandbreakfast.com, Inc. or Canadastays (1760335 Ontario, Inc.)**, and who paid a price higher than the price initially advertised, with the exception of fees payable under a federal or provincial law when, under this law, these fees must be collected directly from the consumer to be remitted to a public authority.
  - 3) Consumers within the meaning of the *Consumer Protection Act*, residing in the province of Quebec at the time of their reservation, who, between January 27, 2017, and June 4, 2020, booked accommodation on the internet with the Defendant **Orbitz Worldwide, L.L.C.**, and who paid a price higher than the price initially advertised, with the exception of fees payable under a federal or provincial law when, under this law, these fees must be collected directly from the consumer to be remitted to a public authority.
8. The main issues in dispute to be addressed collectively are:
- a. Are the contracts between Class Members and Defendants contracts regarding the lease of an immovable within the meaning of sections 6 and 6.1 of the CPA?
  - b. Are the first prices that appear on the Defendants' websites and mobile applications following a search for accommodations advertised prices within the meaning of Section 224(c) of the CPA?
  - c. Did the Defendants breach their obligations under the CPA by advertising on their websites and mobile applications a lower price than the one ultimately charged?
  - d. Did the Defendants breach their obligations under the CPA by placing more emphasis on the price per night than the price of the stay?
  - e. Are the class members entitled to compensation for the difference between the advertised price and the invoiced price, less taxes and duties provided for in the exceptions to article 224(3) CPA and article 91.8 of the *Regulation*?
  - f. Should the defendants be ordered to pay punitive damages to the class members?
  - g. Should the members' claims be recovered collectively?
  - h. What is the amount of the fees unlawfully charged to each class member?

### **III. THE PARTIES**

#### **A. The Plaintiff**

9. The plaintiff is a real estate agent residing in Quebec.
10. He is a consumer within the meaning of the CPA for the purposes of the two reservations described below which he made with the defendant Priceline.com, since they were made for personal purposes, from Quebec.
11. In the first case, he made a reservation from Montreal for a hotel in Orlando, Florida, because he was going there to visit his son.
12. In the second case, he made a reservation from Montreal for a hotel in Montreal in order to accommodate visiting friends.
13. In both cases, the prices advertised at the outset did not include certain amounts, which contravenes the standards required by the CPA.

#### **B. The Defendants**

14. The defendants operate platforms that allow users to book accommodation services in almost every country in the world, which are accessible online, either via their website or a mobile application.
15. Defendants Priceline.com L.L.C.; Hotwire, Inc.; Homeaway.com, Inc.; Bedandbreakfast.com, Inc.; Canadastays (1760335 Ontario, Inc.); Orbitz Worldwide, L.L.C.; KAYAK Software Corporation; and Benjamin & Brothers L.L.C. are price aggregators that allow class members to book lodging services at various hotels or private properties.
16. The other defendants, Accor, S.A.; Hilton Worldwide Holdings, Inc; Six Continents Hotels, Inc; Hyatt Corporation and Wyndham Hotels Group, L.L.C., offer online platforms for booking accommodation services at the hotel chains with which they are affiliated.
17. The practices of all defendants are in violation of the CPA and the legal analysis remains the same in either case.
18. In this regard, it is important to note that the defendants were divided into three subgroups by the Court for the purposes of the class definition at the authorization stage for the sole reason that some of them had modified their online reservation process following the filing of the proceedings in this case and their wrongful conduct therefore ended at an earlier point in time.

#### IV. THE FACTS COMMON TO ALL DEFENDANTS

19. The booking process for reserving accommodations services on the defendants' respective platforms is very similar, whether through their websites or their mobile applications.
20. After entering search criteria for the accommodation services sought, including location, dates for arrival and departure, and the number of occupants, members of the class must pass through the following steps to book their accommodation with the defendant in question:
  - i. At the **first step**, different options for accommodation services corresponding to the search criteria are presented and a price is advertised for each option. The members of the class must then choose an offer of accommodation to move on to the next step.
  - ii. At the **second step**, the details corresponding to the chosen accommodation are shown with the price. Sometimes accommodations are offered in different rooms of the chosen hotel, each with a corresponding price. In some cases, some additional charges are displayed for the first time. Class members must then click on a booking button to proceed to the next step.
  - iii. At the **third step**, the total amount for the entire duration of the stay is shown with the itemized cost of fees and taxes, as well as the fees payable at the destination, if any. In most cases, this is the first time the additional fees are disclosed. Members of the class must then provide personal and banking information in order to complete the booking.
21. As can be seen from this process, a price to reserve the accommodation is announced for the first time at the first stage, at which point the defendants fail to announce the actual price for the accommodation service.
22. The actual amount charged for the accommodation service, including the various fees and taxes, is only known to the consumer at the third step. As for the fees payable at destination, if any, they are only displayed at the second or third stage, depending on the case.
23. This manner of proceeding, which violates the CPA, is more fully demonstrated through video clips showing navigation on the defendants' platforms, produced as Exhibits **P-1 to P-17**, all of which were made from a computer located in Quebec, as appears from an affidavit produced as Exhibit **P-18**.
24. Once the reservation is completed, class members receive an email confirming the reservation. This email includes the details of the reservation, including the price paid. However, this confirmation email does not include any mention of the price initially announced in the first step.

## V. THE FACTS SPECIFIC TO EACH DEFENDANT

### i. Priceline.com, L.L.C.

25. Priceline.com, L.L.C. operates the site priceline.com, as appears from the general terms of that site, produced as Exhibit **P-19**.
26. For a 3 night stay for 2 adults at a hotel in New York on the site priceline.com, the advertised price at the first step is \$279 USD a night, as appears in Exhibit **P-1**.
27. The price of the stay should therefore be \$837 USD plus taxes, but the price charged to book the stay is \$1,093.47 USD.
28. The difference between the advertised price and the price charged for the stay is \$256.47 USD, over 30% more.
29. As it appears from the Exhibit **P-19**, this amount of \$256.47 USD includes an amount of \$255.87 USD under the heading of *Taxes and fees*, which is described as follows:

#### “Charges for Taxes and Fees

In connection with facilitating your hotel transaction, the charge to your debit or credit card will include a charge for Taxes and Fees. This charge includes an estimated amount to recover the amount we pay to the hotel in connection with your reservation for taxes owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax and/or other similar taxes. In certain locations, the tax amount may also include government imposed service fees or other fees not paid directly to the taxing authorities but required by law to be collected by the hotel. The amount paid to the hotel in connection with your reservation for taxes may vary from the amount we estimate and include in the charge to you. The balance of the charge for Taxes and Fees is a fee we retain as part of the compensation for our services and to cover the costs of your reservation, including, for example, customer service costs. The charge for Taxes and Fees varies based on a number of factors including, without limitation, the amount we pay the hotel and the location of the hotel where you will be staying, and may include profit that we retain.”

### ii. Hotwire, Inc.

30. Hotwire, Inc. operates the site hotwire.com, as appears from the general terms of that site, produced as Exhibit **P-20**.
31. For a 3 night stay in a 4-star hotel in the Midtown East district of New York, the price advertised during the first step is \$238 USD per night, as appears in Exhibit **P-2**.
32. The price of the stay should therefore be \$714 USD plus taxes, but the price charged to book the stay is \$993.75 USD.

33. The difference between the advertised price and the price charged for the stay is \$279.75 USD, over 39% more.
34. The amount of \$279.75 USD includes an amount of \$213.75 USD under the heading *Tax recovery charges + fees* and an amount of \$66 USD under the heading *Resort fee due at hotel*.
35. As shown in Exhibit P-2, The Tax recovery charges + fees are described as follows:  
  
"The taxes are tax recovery charges [...] Hotwire pays to its vendors (e.g. hotels); for details, please see our Terms of Use. We retain our service fees as compensation in servicing your travel reservation."

### iii. HomeAway.com, Inc.

36. HomeAway.com, Inc. notably operates the sites HomeAway.ca, Vrbo.com and vacationrentals.com, as appears from the general terms of those sites, produced as Exhibits **P-21** to **P-23**.
37. On November 20, 2019, HomeAway.com, Inc. migrated HomeAway.ca to Vrbo.com.
38. On September 28, 2020, the price display on vrbo.com was changed to include fees and taxes in the advertised price at the first step.
39. As of the present date, vacationrentals.com is no longer in operation and redirects consumers to Vrbo.com.

#### Homeaway.ca

40. For a 3 night stay in an apartment in Montreal on the site homeaway.ca, the price advertised during the first step is \$150 CAD per night, as appears in Exhibit **P-3**.
41. . The price of the stay should therefore be \$450 CAD plus taxes, but the price charged to book the stay is \$444.22 USD, which according to the site itself corresponds to an estimated cost of \$588.15 CAD, as appears in Exhibit **P-3**.
42. The difference between the advertised price and the estimated price for the stay is \$138.15 CAD, over 30% more.
43. The amount of \$138.15 CAD (\$104.35 USD) is not broken down and appears under the heading *Frais de recouvrement des taxes*.
44. As appears in Exhibit **P-21**, the page *Terms and Conditions* states the following:  
  
"9. Frais de service payables par les voyageurs.

Nous facturons des frais de service payables par les voyageurs qui réservent une propriété locative sur le Site par l'intermédiaire de la caisse du Site. Les frais de

service couvrent l'utilisation du Site, y compris des fonctionnalités telles que le soutien aux usagers 24 heures sur 24, 7 jours sur 7 et ils sont calculés comme un pourcentage variable du montant total de la Réservation (qui peut ou peut ne pas inclure des frais supplémentaires, des taxes et des dépôts pour dommages). Selon les lois de la juridiction du voyageur et/ou du membre, la TVA peut être facturée en plus des frais de service. Les frais de service exacts facturés (et la TVA, le cas échéant) seront affichés pour les voyageurs au moment de la Réservation. Les frais de service plus la TVA applicable seront facturés une fois que les voyageurs et les membres ont accepté la Réservation. Les frais de service ne seront remboursés que dans le cas où un membre accepte l'annulation de la Réservation du voyageur et rembourse le montant de la location dans son intégralité. Toutes les taxes prétendument dues à une autorité fiscale sur les frais de service sont la responsabilité de HomeAway et les membres n'ont aucune responsabilité par rapport à une telle responsabilité fiscale réclamée. Les membres conviennent de ne pas encourager un voyageur à éviter ou de ne pas lui conseiller d'éviter ou de contourner les frais de service facturés par HomeAway."

#### Vacationrentals.com

45. For a 3 night stay for 3 adults in a house in Longueuil on the site vacationrentals.com, the price advertised during the first step is \$124 USD per night, as appears in Exhibit **P-5**.
46. The price of the stay should therefore be \$372 USD plus taxes, but the price charged to book the stay is \$671.48 CAD (excluding a refundable deposit).
47. The amount of \$671.48 CAD includes \$495 CAD for the three nights of the stay (\$165 per night), and \$176.48 CAD in other fees.
48. The \$176.48 CAD amount includes an amount of \$90 CAD under the heading *Additional guest fee* and an amount of \$66 CAD under the heading *Service fee*

#### Vrbo.com

49. For a 3 night stay in a house in Longueuil on the site vrbo.com, the price advertised during the first step is \$125 USD per night, as appears in Exhibit **P-4**.
50. The price of the stay should therefore be \$375 USD plus taxes, but the price charged to book the stay is \$671.48 CAD (excluding a refundable deposit).
51. The amount of \$671.48 CAD includes \$495 CAD for the three night stay (\$165 CAD per night), and \$176.48 CAD in other fees.
52. The amount of \$176.48 CAD includes an amount of \$90 CAD under the heading *Additional guest fee* and an amount of \$66 CAD under the heading *Service fee*.
53. It is not possible to calculate the difference between the advertised price and the price that is charged precisely, as the two amounts are shown in different

currencies and the website explains that “[l]e règlement se fera dans la devise du compte bancaire du propriétaire USD (US\$). Les taux de change sont susceptibles de fluctuer”, as appears in Exhibit **P-4**.

54. As appears in Exhibit **P-22**, the page *Terms and Conditions* states the following:

“9. Service Fee Payable by Travelers.

We charge a service fee payable by travelers who book a property on the Site via the Site checkout. The service fee covers the use of the Site, including such features as 24/7 user support, and is calculated as a variable percentage of the total reservation amount (which may or may not include additional fees, taxes and damage deposits). Depending on the laws of the jurisdiction of the traveler and/or member, VAT may be charged on top of the service fee. The exact service fee (and any VAT, if applicable) charged will be displayed to travelers at the time of booking. The service fee plus applicable VAT will be charged after both the traveler and member accept the reservation. The service fee will only be refunded in the event a member accepts cancellation of the traveler’s reservation and refunds the entire rental amount. Any taxes alleged to be owed by any taxing authority on the service fee are the responsibility of HomeAway and members have no responsibility for any such claimed tax liability. Members agree not to encourage or advise a traveler to avoid or circumvent the service fee charged by HomeAway.”

**iv. Accor, S.A.**

55. Accor, S.A. operates the site *accorhotels.com*, as appears from the general terms of that site, produced as Exhibit **P-24**.

56. For a 3 night stay for 3 adults in a 3-star hotel in New York on the site *accorhotels.com*, the price advertised during the first step is \$507 CAD per night, as appears in **Exhibit P-6**.

57. The price of the stay should therefore be \$1,521 CAD plus taxes, but the price charged to book the stay is \$1,892.41 CAD.

58. The difference between the advertised price and the price charged for the stay is \$371.41 CAD, over 24% more.

59. The amount of \$371.41 CAD includes an amount of \$136.22 CAD under the heading *Charges non incluses*. On the previous page, these charges are described as follows: “Resident fee”; they are set at \$45.41 CAD “par produit par nuit”.

60. The advertised amount is given in Canadian dollars, but the amount payable by the consumer is in US dollars.

**v. Bedandbreakfast.com, Inc.**

61. BedandBreakfast.com, Inc. operates the site *bedandbreakfast.com*, as appears from the general terms of that site, produced as Exhibit **P-25**.

62. On July 28, 2020, BedandBreakfast.com, Inc. migrated its site to vrbo.com.
63. For a three night stay for 3 adults in a 3-star bed and breakfast in Montreal on the site bedandbreakfast.com, the price advertised during the first step is \$100 USD, as appears in Exhibit **P-7**.
64. The price of the stay should therefore be \$300 USD plus taxes, but the price charged to book the stay is \$585.75 USD.
65. The difference between the advertised price and the price charged for the stay is \$285.75 USD, over 95% more.
66. The amount of \$285.75 USD, includes an amount of \$22.66 USD under the heading *Frais obligatoires à régler à l'hôtel*, as it appears in Exhibit P-7:
- "Des frais de ménage d'un montant de \$30.00 CAD (\$22.66) seront facturés directement par l'hôtel soit à l'arrivée, soit au moment du départ."
67. It also includes an amount of \$225.83 USD called *Taxes et frais*. By hovering the cursor over a small hyperlink, the consumer can read the following additional information:
- "Les taxes correspondent aux frais de recouvrement réglés à l'hôtel pour ses obligations fiscales. Les frais de service facturés sont perçus à titre de compensation supplémentaire pour la gestion de votre réservation de voyage. Veuillez consulter les Conditions générales."
- vi. CanadaStays (1760335 Ontario, Inc.)**
68. CanadaStays (1760335 Ontario, Inc.) operated the site canadastays.com, as appears from the general terms of that site, produced as Exhibit **P-26**.
69. On July 31, 2020, CanadaStays (1760335 Ontario, Inc.) migrated its site to vrbo.com.
70. For a 3 night stay for 3 adults in an apartment in Montreal on the site canadastays.com, the only price advertised during the first step is \$341 CAD per night, as appears in Exhibit **P-8**.
71. The price of the stay should therefore be \$1,023 CAD plus taxes, but the price charged to book the stay is \$1,451.38 CAD.
72. The difference between the advertised price and the price charged for the stay is \$428.38 CAD, over 42% more.
73. The amount of \$428.38 CAD includes an amount of \$80 CAD under the heading *Cleaning fee* and an amount of \$182.38 CAD under the heading *Booking fee*.

**vii. Hilton Worldwide Holdings, Inc.**

74. Hilton Worldwide Holdings, Inc. operates the site hilton.com, as appears from the general terms of that site, produced as Exhibit **P-27**.
75. For a 3 night stay for 3 adults in a hotel in Miami Beach on the site hilton.com, the price advertised during the first step is \$240 USD per night, as appears in Exhibit **P-9**.
76. The price of the stay should therefore be \$720 USD plus taxes, but the price charged to book the stay is \$933.09 USD.
77. The difference between the advertised price and the price charged for the stay is \$213.09 USD, over 29% more.
78. The amount of \$213.09 USD includes an amount of \$96 USD under the heading *Resort Charge: \$32.00 per room, per night*.

**viii. Six Continents Hotels, Inc.**

79. Six Continents Hotels, Inc. operates the sites holidayinn.com and intercontinental.com, as appears from the general terms of those sites, produced as Exhibit **P-28**.

Holidayinn.com

80. For a 3 night stay for 3 adults in a hotel in Montreal on the site holidayinn.com, the only price advertised during the first step is \$133.74 CAD per night, as appears in Exhibit **P-10**.
81. The price of the stay should therefore be \$401.22 CAD plus taxes, but the price charged to book the stay is \$506.95 CAD.
82. The difference between the advertised price and the price charged for the stay is \$105.73 CAD, over 26% more.
83. The amount of \$105.73 CAD includes an amount of \$30 CAD under the heading *Extra Persons Charge*.

Intercontinental.com

84. For a 3 night stay for 3 adults in a hotel in Montreal on the site intercontinental.com, the price advertised during the first step is \$133.74 CAD per night, as appears in Exhibit **P-11**.
85. The price of the stay should therefore be \$401.22 CAD plus taxes, but the price charged to book the stay is \$506.95 CAD.

86. The difference between the advertised price and the price charged for the stay is \$105.73 CAD, over 26% more.
87. The amount of \$105.75 CAD includes an amount of \$30 CAD under the heading *Extra Persons Charge*.
88. For a 3 night stay for 3 adults in a hotel in New York on the site [intercontinental.com](http://intercontinental.com), the price advertised during the first step is \$875.28 USD per night, as appears in Exhibit **P-12**.
89. The price of the stay should therefore be \$2,625.84 USD plus taxes, but the price charged to book the stay is \$3,300.40 USD.
90. The difference between the advertised price and the price charged for the stay is \$674.56 USD, over 25.5% more.
91. The amount of \$674.56 USD includes an amount of \$103.29 USD under the heading *Additional charges*, which states “Daily Destination Fee of \$34.43”, and an amount of \$150 USD under the heading *Extra persons charge*, which states “50.00 USD per extra adult starting with the 3rd adult”, as appears in Exhibit **P-12**.

**ix. Orbitz Worldwide, L.L.C.**

92. Orbitz Worldwide LLC operates the site [orbitz.com](http://orbitz.com), as appears from the general terms of that site, produced as Exhibit **P-29**.
93. For a 3 night stay for 3 adults in a hotel in Montreal on the site [orbitz.com](http://orbitz.com), the price advertised during the first step is \$192 USD per night, as appears in Exhibit **P-13**.
94. The price of the stay should therefore be \$576 USD plus taxes, but the price charged to book the stay is \$724.43 USD.
95. The difference between the advertised price and the price charged for the stay is \$148.43 USD, over 25.5% more.
96. The total amount includes an amount of \$33.99 USD (\$11.33 USD x 3 nights) under the heading *Extra guest fee*, which states “This fee is charged by the hotel when the number of guests in the room exceeds the room’s base occupancy (typically 2)” and an amount of \$115.65 USD (\$38.55 USD x 3 nights) under the heading *Taxes & Fees per night*, which states “The taxes are tax recovery charges Orbitz pays to its vendors (e.g. hotels); for details, please see Terms of Use. We retain our service fees as compensation in servicing your travel reservation.”, as appears in Exhibit **P-13**.
97. On June 4, 2020, the price display on [orbitz.com](http://orbitz.com) was changed to include fees and taxes in the advertised price at the first step.

**x. Hyatt Corporation**

98. Hyatt Corporation operates the site [hyatt.com](http://hyatt.com), as appears from the general terms of that site, produced as Exhibit **P-30**.
99. For a one night stay for 3 adults in a hotel in New York on the site [hyatt.com](http://hyatt.com), the price advertised during the first step is \$221 USD per night, as appears in Exhibit **P-14**.
100. The price of the stay should therefore be \$221 USD plus taxes, but the price charged to book the stay is \$301.88 USD.
101. The difference between the advertised price and the price charged for the stay is \$80.88 USD, over 36% more.
102. The amount of \$80.88 USD includes an amount of \$45.90 USD under the heading *Destination fee*.

**xi. Wyndham Hotels Group, L.L.C.**

103. Wyndham Hotels Group, L.L.C. operates the site [wyndhamhotels.com](http://wyndhamhotels.com), as appears from the general terms of that site, produced as Exhibit **P-31**.
104. For a 3 night stay for 3 adults in a hotel in New York on the site [wyndhamhotels.com](http://wyndhamhotels.com), the price advertised during the first step is \$324.98 USD per night, as appears in Exhibit **P-15**.
105. The price of the stay should therefore be \$974.94 USD plus taxes, but the price charged to book the stay is \$1,251.64 USD.
106. The difference between the advertised price and the price charged for the stay is \$276.70 USD, over 28% more.
107. The amount of \$276.70 USD includes an amount of \$117.30 USD (\$39.10 USD x 3 nights) under the heading *Facility Fee 34.08 and Tax*.

**xii. KAYAK Software Corporation**

108. KAYAK Software Corporation operates the site [kayak.com](http://kayak.com), as appears from the general terms of that site, produced as Exhibit **P-32**.
109. For a 3 night stay for 3 adults in a hotel in New York on the site [kayak.com](http://kayak.com), the price advertised during the first step is \$496 CAD per night, as appears in Exhibit **P-16**.
110. The price of the stay should therefore be \$1,488 CAD plus taxes, but the price charged to book the stay is \$1,975.05 CAD.

111. The difference between the advertised price and the price charged for the stay is \$487.05 CAD, over 32% more.
112. The amount of \$487.05 CAD includes an amount of \$114.59 CAD under the heading *Frais hôteliers* and an amount of \$371.15 CAD under the heading *Taxes, frais & surcharges*.
113. As appears in Exhibit **P-32**, the page “Conditions générales” states that « Les prix évoluent continuellement et des frais additionnels (par exemple, des frais de paiement, des frais de service, des frais de bagage en soute, des taxes et frais locaux) peuvent s’appliquer. Veuillez donc toujours vérifier si le prix demandé pour une réservation est celui auquel vous vous attendiez. »

**xiii. Benjamin & Brothers, L.L.C.**

114. Benjamin & Brothers, L.L.C. (Reservations.com) operates the site reservations.com, as appears from the general terms of that site, produced as Exhibit **P-33**.
115. For a 3 night stay for 1 adult in a hotel in Montreal on the site reservations.com, the price advertised during the first step is \$229 USD per night, as appears in Exhibit **P-17**.
116. The price of the stay should therefore be \$687 USD plus taxes, but the price charged to book the stay is \$873.88 USD.
117. The difference between the advertised price and the price charged for the stay is \$186.88 USD, over 27% more.
118. L The amount of \$186.88 USD includes an amount of \$19.99 USD under the heading *Service fee*, which states “in addition to the Tax Recovery Charges and Fees, we charge a non-refundable USD 19.99 service fee in exchange for the service we provide in facilitating your transaction”, and an amount of \$166.17 USD under the heading *Tax Recovery Charges & Fees*, which states “service fees retained by our Booking Partner and/or us in addition to our itemized service fee”, as appears in Exhibit **P-17**.

**VI. THE APPLICABLE LAW**

119. The CPA is a law that aims to protect consumers, and as a result, the class members, as these individuals correspond to the definition set out in the Act.
120. The Act is a law of public order from which it is not possible to derogate by specific agreement (s. 261 CPA). The consumer cannot renounce the rights that the CPA confers to him (s. 262 CPA).
121. The defendants are merchants within the meaning of the CPA, and are governed by it.

122. The objective behind many of the obligations that the CPA imposes on merchants is to ensure that consumers have full access to relevant information about a product or service at the outset of the purchasing process.
123. Among this information is the true price charged by the merchant for the product or service, including for the booking of a reservation.
124. More specifically, section 224 of the CPA regulates the way merchants can advertise prices:

**224** No merchant, manufacturer or advertiser may, by any means whatever,

(a) lay lesser stress, in an advertisement, on the price of a set of goods or services than on the price of any goods or services forming part of the set;

(...)

c) charge, for goods or services, a higher price than that advertised.

(...)

For the purposes of subparagraph c of the first paragraph, the price advertised must include the total amount the consumer must pay for the goods or services. However, the price advertised need not include the Québec sales tax or the Goods and Services Tax. More emphasis must be put on the price advertised than on the amounts of which the price is made up.

125. This provision is completed by section 91.8 of the *Regulation respecting the application of the Consumer Protection Act* (hereinafter the **Regulation**), that provides an exemption for fees payable under a federal or provincial statute:

**91.8.** The merchant, manufacturer or advertiser is exempt from the obligation arising from the third paragraph of section 224 of the Act to include, in the advertised price, the duties chargeable under a federal or provincial Act where, under that Act, the duties must be charged directly to the consumer to be remitted to a public authority.

(...)

126. As a result, the defendants must include in the advertised price, at the earliest opportunity, all fees and foreign taxes that class members must pay to obtain accommodation services, with the exception of federal and provincial taxes and duties.

127. For example, the defendants are exempted from including the tax for accommodations collected under the *Act respecting the Québec sales tax*, RLRQ, c. T-0.1 in the initial advertised price.

128. However, the defendants have no right to break down the price of the good or service by advertising, for example, the price of a night's stay rather than the price

of the entire stay, or to give greater weight to the price of a single night than to the price of the entire stay.

129. Moreover, these obligations apply on the first occasion that the defendants advertise a price, and it is not possible to remedy a breach on a subsequent posting, such as at the second or third stage of the reservation process.
130. For these reasons, the plaintiff and class members are entitled to the contractual remedies and damages provided under section 272 CPA.

## **VII. THE CONTRACTUAL REMEDIES**

131. The defendants have the means and the ability to advertise the full price as soon as it is first advertised — as demonstrated in particular by the changes in the display of prices on the Vrbo.com and Orbitz.com websites following the filing of these proceedings — but they have made the choice to mislead consumers, in violation of the CPA. They must be sanctioned for this serious breach of a public order law.
132. Section 272 CPA confers on class members an absolute presumption of prejudice, which amounts to a conclusion of fraud that is determinative for all class members.
133. Under the same section, and given the defendants' clear breaches of section 224 CPA, class members are justified in seeking a reduction of their contractual obligation, in this case by way of monetary compensation.
134. The compensation sought in this class action corresponds to the difference between the amount initially advertised by the defendants and the amount actually paid for the accommodation service, minus the federal and provincial taxes and duties mentioned in the exception set out in section 91.8 of the Regulation.

## **VIII. THE PUNITIVE DAMAGES**

135. By advertising disaggregated prices and prices below the price actually charged, the defendants not only knowingly acted in violation of the CPA, they acted with negligence and recklessness towards the class members.
136. Given its objective of protecting consumers, section 272 CPA also confers upon class members the right to claim punitive damages.
137. The award of punitive damages is assessed in particular according to the gravity of the defendants' fault.
138. As mentioned above, one of the objectives of the CPA is to allow consumers to have access to all relevant information from the beginning when they buy a good or service — i.e., at the first opportunity — and that information includes, in particular the total price charged.

139. This objective is embodied in section 224 of the Act, which expressly prohibits the defendants from withholding information about the purchase price or from disaggregating that price in order to attract class members. This is the rule that the defendants chose to violate.
140. Class members were thus deprived of their right to full information at the earliest opportunity and consequently of their ability to make an informed choice about booking accommodation services. Furthermore, this approach, especially because it is so widespread, makes it difficult to compare offers, as one must go to the end of each process — and often read the fine print to ensure that there are no additional charges upon arrival at one's destination — before one can actually compare.
141. Breaches of the obligations set out in the CPA are already serious. They are all the more serious when they involve an element of the contract as essential as the price.
142. The defendants could not have been unaware that their practices contravened a clearly and unambiguously worded provision of public order, especially since the Court of Appeal decision in *Union des consommateurs c. Air Canada*, 2014 QCCA 523.
143. 143. Moreover, this sales strategy, which is very prevalent among accommodation booking sites, was the subject of an investigation by the Competition and Markets Authority (CMA) in the United Kingdom, which concluded with several defendants signing, in 2019, principles aimed at putting an end to this practice (among others), as appears from the *Principles for businesses offering online accommodation booking services*, produced as Exhibit P-34.
144. The deterrent function of punitive damages is particularly important in the context of this case, where several major players in the same industry violated a law of public order to the detriment of class members' rights.
145. P For these reasons, an award of punitive damages against the defendants for the benefit of class members is warranted.
146. The amount of the award may be determined by the evidence to be adduced at trial.

## **IX. COLLECTIVE RECOVERY**

147. The defendants have the information to establish the difference between the price initially advertised and the price actually paid by class members.
148. This evidence will be sufficient to establish with sufficient precision the damages claimed for the members of the class so that the condemnation may be the subject of a collective recovery order in accordance with the first paragraph of article 595 of the *Code of Civil Procedure*.

149. The same is true for an award of punitive damages.

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

**GRANT** the class action for all members of the classes.

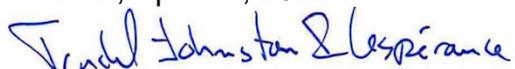
ORDER the Defendants to pay the difference between the amount charged and the amount advertised, less taxes and fees provided for in the exceptions of section 224(3) of the CPA and section 91.8 of the *Regulations*, with legal interest and additional indemnity from the date of the present request for authorization.

**ORDER** the Defendants to pay punitive damages in an amount to be determined, with the legal interest and additional indemnity from the date of the judgment to be rendered.

**ORDER** the collective recovery of these amounts.

**THE WHOLE** with legal costs, including expert fees, the cost of notices and administrator expenses.

Montreal, April 11, 2022



**TRUDEL JOHNSTON & LESPÉRANCE**  
PLAINTIFF'S COUNSEL

Maître Mathieu Charest-Beaudry  
Maître Lex Gill  
750, Côte de la Place d'Armes, bureau 90  
Montréal (Québec) H2Y 2X8  
Tel. : 514 871-8385  
Fax : 514 871-8800  
[mathieu@tjl.quebec](mailto:mathieu@tjl.quebec)  
[lex@tjl.quebec](mailto:lex@tjl.quebec)

Montreal, April 11, 2022



**HADEKEL SHAMS**  
PLAINTIFF'S COUSEL

Maître Peter Shams  
6560 Avenue de l'Esplanade, #305  
Montréal (Québec) H2V 4L5  
Tel : 514.439.0800  
Fax : 514.439.0798  
[peter@hadekelshams.ca](mailto:peter@hadekelshams.ca)

Montreal, April 11, 2022



**GRENIER VERBAUWHEDE AVOCATS**  
PLAINTIFF'S COUNSEL

Maître Cory Verbauwheede  
Maître Bruno Grenier  
5215, rue Berri, bureau 102  
Montréal (Québec) H2J 2S4  
Tel : 514 866-5599  
Fax : 514 866-3151  
[cverbauwheede@grenierverbauwheede.ca](mailto:cverbauwheede@grenierverbauwheede.ca)  
[bgrenier@grenierverbauwheede.ca](mailto:bgrenier@grenierverbauwheede.ca)

**SUMMONS**  
( articles 145 and following C.C.P.)

---

**Filing of a judicial application**

Take notice that the plaintiff has filed this originating application in the office of the superior court of Quebec in the judicial district of Montreal.

**Exhibits supporting the application**

In support of the originating application, the plaintiff intends to use the following exhibits:

(See the Notice of denunciation of exhibits)

Ces pièces sont disponibles sur demande.

**Defendant's answer**

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montréal situated at 1, rue Notre-Dame Est, Montréal, Québec, H2Y 1B6, within 15 days of service of this application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the plaintiff's lawyer or, if the plaintiff is not represented, to the plaintiff..

**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 cases required by the Code, cooperate with the plaintiff 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 this summons. However, in family matters or if you have no domicile, residence or establishment in Québec, it must be filed within 3 months after service; or
- 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.

### **Where to file the judicial application**

Unless otherwise provided, the judicial application is heard in the judicial district where your domicile is located, or failing that, where your residence or the domicile you elected or agreed to with plaintiff is located. If it was not filed in the district where it can be heard and you want it to be transferred there, you may file an application to that effect with the court.

However, if the application pertains to an employment, consumer or insurance contract or to the exercise of a hypothecary right on the immovable serving as your main residence, it is heard in the district where the employee's, consumer's or insured's domicile or residence is located, whether that person is the plaintiff or the defendant, in the district where the immovable is located or, in the case of property insurance, in the district where the loss occurred. If it was not filed in the district where it can be heard and you want it to be transferred there, you may file an application to that effect with the special clerk of that district and no contrary agreement may be urged against you.

### **Transfer of application to the Small Claims Division**

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may 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.

### **Convening 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 that, the protocol is presumed to be accepted.

### **Notice of presentation of an application**

Applications filed in the course of a proceeding and applications under Book III or V of the Code—but excluding applications pertaining to family matters under article 409 and applications pertaining to securities under article 480—as well as certain applications under Book VI of the Code, including applications for judicial review, must be accompanied by a notice of presentation, not by a summons. In such circumstances, the establishment of a case protocol is not required.

**CANADA**

**PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

N° : 500-06-001041-207

**SUPERIOR COURT**  
**(Class Actions)**

---

**CHAFIK MIHOUBI**

Plaintiff

c.

**PRICELINE.COM, L.L.C. et al.**

Defendants

---

**NOTICE OF DENUNCIATION OF EXHIBITS**

---

**IN SUPPORT OF ITS ORIGATION APPLICATION OF A CLASS ACTION, THE PLAINTIFF INTENDS TO REFER TO THE FOLLOWING EXHIBITS:**

- EXHIBIT P-1:** Video concerning Priceline dated October 1, 2019;
- EXHIBIT P-2:** Video concerning Hotwire dated October 1, 2019;
- EXHIBIT P-3:** Video concerning Homeaway dated October 1, 2019;
- EXHIBIT P-4:** Video concerning VRBO dated October 1, 2019;
- EXHIBIT P-5:** Video concerning Vacationrentals dated October 4, 2019;
- EXHIBIT P-6:** Video concerning AccorHotels dated October 2, 2019;
- EXHIBIT P-7:** Video concerning BedandBreakfast dated October 1, 2019;
- EXHIBIT P-8:** Video concerning Canadastays dated October 1, 2019;
- EXHIBIT P-9:** Video concerning Hilton dated October 2, 2019;
- EXHIBIT P-10:** Video concerning Holiday Inn dated October 2, 2019;
- EXHIBIT P-11:** Video concerning Intercontinental (Montréal) dated October 2, 2019;
- EXHIBIT P-12:** Video concerning Intercontinental (New York) dated October 4, 2019;
- EXHIBIT P-13:** Video concerning Orbitz dated October 1, 2019;
- EXHIBIT P-14:** Video concerning Hyatt dated du January 18, 2020;

- EXHIBIT P-15:** Video concerning Wyndham dated October 3, 2019;
- EXHIBIT P-16:** Video concerning Kayak dated October 7, 2019;
- EXHIBIT P-17:** Video concerning Reservations.com dated October 4, 2019;
- EXHIBIT P-18:** Sworn statement from Vincent Saint-Loup dated January 20, 2020;
- EXHIBIT P-19:** Terms and conditions of use for the website Priceline.com on the date of January 22, 2020;
- EXHIBIT P-20:** Terms and conditions of use for the website Hotwire.com on the date of January 22, 2020;
- EXHIBIT P-21:** Terms and conditions of use for the website HomeAway.ca on the date of October 1, 2019;
- EXHIBIT P-22:** Terms and conditions of use for the website VRBO.com on the date of April 15, 2019;
- EXHIBIT P-23:** Terms and conditions of use for the website VacationRentals.com on the date of January 22, 2020;
- EXHIBIT P-24:** Terms and conditions of use for the website Accorhotels.com on the date of January 22, 2020;
- EXHIBIT P-25:** Terms and conditions of use for the website BedandBreakfast.com on the date of November 1, 2019;
- EXHIBIT P-26:** Terms and conditions of use for the website CanadaStays.com on the date of November 1, 2019;
- EXHIBIT P-27:** Terms and conditions of use for the website Hilton.com on the date of January 22, 2020;
- EXHIBIT P-28:** Terms and conditions of use for the website Holidayinn.com and Intercontinental.com on the date of January 22, 2020;
- EXHIBIT P-29:** Terms and conditions of use for the website Orbitz.com on the date of November 1, 2019;
- EXHIBIT P-30:** Terms and conditions of use for the website Hyatt.com on the date of January 22, 2020;
- EXHIBIT P-31:** Terms and conditions of use for the website Wyndhamhotels.com on the date of November 1, 2019;
- EXHIBIT P-32:** Terms and conditions of use for the website Kayak.com on the date of January 22, 2020;

**EXHIBIT P-33:** Terms and conditions of use for the website reservations.com on the date of November 1, 2019;

**EXHIBIT P-34:** Document entitled *Principles for businesses offering online accommodation booking services* of the United Kingdom's Competition and Markets Authority (CMA);

Montreal, April 11, 2022



---

**TRUDEL JOHNSTON & LESPÉRANCE**  
PLAINTIFF'S COUNSEL

Maître Mathieu Charest-Beaudry  
Maître Lex Gill  
750, Côte de la Place d'Armes, bureau 90  
Montréal (Québec) H2Y 2X8  
Tel. : 514 871-8385  
Fax : 514 871-8800  
[mathieu@tjl.quebec](mailto:mathieu@tjl.quebec)  
[lex@tjl.quebec](mailto:lex@tjl.quebec)

Montreal, April 11, 2022



---

**HADEKEL SHAMS**  
PLAINTIFF'S COUSEL

Maître Peter Shams  
6560 Avenue de l'Esplanade, #305  
Montréal (Québec) H2V 4L5  
Tel : 514.439.0800  
Fax : 514.439.0798  
[peter@hadekelshams.ca](mailto:peter@hadekelshams.ca)

Montreal, April 11, 2022



---

**GRENIER VERBAUWHEDE AVOCATS**  
PLAINTIFF'S COUNSEL

Maître Cory Verbauwheide  
Maître Bruno Grenier  
5215, rue Berri, bureau 102  
Montréal (Québec) H2J 2S4  
Tel : 514 866-5599  
Fax : 514 866-3151  
[cverbauwheide@grenierverbauwhede.ca](mailto:cverbauwheide@grenierverbauwhede.ca)  
[bgrenier@grenierverbauwhede.ca](mailto:bgrenier@grenierverbauwhede.ca)

---

## NOTICE OF PRESENTATION

---

**TO :**

**PRICELINE.COM, L.L.C.**, a legal person having its head office at 800, Connecticut Avenue, Norwalk, CT 06854, USA

**HOTWIRE, INC.**, a legal person having its head office at 114 Sansome Street, Suite 400, San Francisco, CA 94104, USA

**HOMEAWAY.COM, INC.**, a legal person having its head office at 1011 W. Fifth Street, Suite 300, Austin, Texas 78703, USA

**ACCOR, S.A.**, a legal person having its head office at 82, rue Henri Farman, CS 20077, 92445, Issy-les-Moulineaux, France

**BEDANDBREAKFAST.COM, INC.**, a legal person having its head office at 1011 W. Fifth Street, Suite 300, Austin, Texas 78703, USA

**CANADASTAYS (1760335 ONTARIO INC.)**, a legal person having its head office at 20 Eglinton Avenue West, Toronto, Ontario, M4R 1K8, Canada

**HILTON WORLDWIDE HOLDINGS, INC.**, a legal person having its head office at 7930 Jones Branch Drive, McLean, Virginia, 22102, USA

**SIX CONTINENTS HOTELS, INC.**, a legal person having its head office at 3 Ravinia Drive, Suite 100, Atlanta, Georgia, 30346, USA

**ORBITZ WORLDWIDE, L.L.C.**, a legal person having its head office at 333 108th Ave N.E. Bellevue, WA 98004, USA

**HYATT CORPORATION**, a legal person having its head office at 150 North Riverside Plaza 8th Floor, Chicago, Illinois, 60606, USA

**WYNDHAM HOTEL GROUP, L.L.C.**, a legal person having its head office at 22 Sylvan Way, Parsippany, NJ 07054, USA

**KAYAK SOFTWARE CORPORATION**, a legal person having its head office at 7 Market Street, Stamford, CT 06902, USA

**BENJAMIN & BROTHERS, L.L.C. (RESERVATIONS.COM)**, a legal person having its head office at 390 North Orange Avenue, suite 1605, Orlando, Florida, 32801, USA

**TAKE NOTICE** that this Originating Application of a Class Action will be presented before the Honourable Martin F. Sheehan, Judge of the Superior Court, at the Montreal

Courthouse, located at 1 Notre-Dame Street East, Montreal, Quebec, H2Y 1B6, at a date, time and room to be determined.

**PLEASE ACT ACCORDINGLY.**

Montreal, April 11, 2022

*Trudel Johnston & Lespérance*

---

**TRUDEL JOHNSTON & LESPÉRANCE**  
PLAINTIFF'S COUNSEL

Maître Mathieu Charest-Beaudry  
Maître Lex Gill  
750, Côte de la Place d'Armes, bureau 90  
Montréal (Québec) H2Y 2X8  
Tel. : 514 871-8385  
Fax : 514 871-8800  
[mathieu@tjl.quebec](mailto:mathieu@tjl.quebec)  
[lex@tjl.quebec](mailto:lex@tjl.quebec)

Montreal, April 11, 2022

*Hadekel Shams*

---

**HADEKEL SHAMS**  
PLAINTIFF'S COUSEL

Maître Peter Shams  
6560 Avenue de l'Esplanade, #305  
Montréal (Québec) H2V 4L5  
Tel : 514.439.0800  
Fax : 514.439.0798  
[peter@hadekelshams.ca](mailto:peter@hadekelshams.ca)

Montreal, April 11, 2022

*Grenier Verbauwheide*

---

**GRENIER VERBAUWHEDE AVOCATS**  
PLAINTIFF'S COUNSEL

Maître Cory Verbauwheide  
Maître Bruno Grenier  
5215, rue Berri, bureau 102  
Montréal (Québec) H2J 2S4  
Tel : 514 866-5599  
Fax : 514 866-3151  
[cverbauwheide@grenierverbauwheide.ca](mailto:cverbauwheide@grenierverbauwheide.ca)  
[bgrenier@grenierverbauwheide.ca](mailto:bgrenier@grenierverbauwheide.ca)

**No.: 500-06-001041-207**

---

**SUPERIOR COURT**

(Class Actions)

DISTRICT OF MONTRÉAL

---

**CHAFIK MIHOUBI**

Plaintiff

c.

**PRICELINE.COM, L.L.C. et al.**

Defendants

Our file: 1448-1

BT 1415

---

**ORIGINATING APPLICATION OF A CLASS ACTION**

(Articles 141 and 583 C.C.P.)

---

***ORIGINAL***

---

Lawyers:

M<sup>e</sup> Mathieu Charest-Beaudry

M<sup>e</sup> Lex Gill

**TRUDEL JOHNSTON & LESPÉRANCE**

750, Côte de la Place d'Armes, suite 90

Montréal (Québec) H2Y 2X8

Tel.: 514 871-8385

Fax: 514 871-8800

[mathieu@tjl.quebec](mailto:mathieu@tjl.quebec)

[lex@tjl.quebec](mailto:lex@tjl.quebec)