

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class Actions)

No.: 500-06-001041-207

CHAFIK MIHOUBI

Plaintiff

v.

ACCOR SA

Defendant

SETTLEMENT AGREEMENT BETWEEN THE PLAINTIFF AND ACCOR SA

This Settlement Agreement is entered into by and among the Plaintiff, Chafik Mihoubi, on behalf of himself and the Settlement Class Members, and Defendant Accor SA (“the Parties”), and resolves the Action between the Parties. Subject to Court approval as required by the *Code of Civil procedure*, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement and upon the issuance by the Court of a Final Judgement Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein.

RECITALS

- A. **WHEREAS** on January 27, 2020, Chafik Mihoubi (“Plaintiff”) filed an *Application for Authorization to Institute a Class Action and to Obtain the Status of Representative* in the Superior Court of Quebec and modified it subsequently on or about July 14, 2021 (the “**Application for Authorization**”)

- B. **WHEREAS** on January 11, 2022, the Court authorized the Class Action and appointed Mr. Mihoubi as representative plaintiff for the persons included in three classes defined 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 May 13, 2022, booked accommodation on the internet with the Defendants, Priceline.com L.L.C., Hotwire, Inc., KAYAK Software Corporation, Benjamin & Brothers L.L.C., Accor, SA, 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 [**Class no. 1**].

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 [**Class no. 2**].

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 [**Class no. 3**].

- C. **WHEREAS** Accor SA ("**Accor**" or the "**Settling Defendant**") is one of the Defendants identified in the Class Action, and that Plaintiff has alleged that the Settling Defendant charged a higher price than that advertised for accommodations on its website in the Province of Quebec during the Class no. 1 Period;
- D. **WHEREAS** Plaintiff filed an *Originating Application of a Class Action* on April 11, 2022 and Accor filed a *Defence of the Defendant Accor SA* on February 7, 2023;

- E. **WHEREAS** Accor began changing on September 12, 2023 how it advertises its prices such that the first advertised price on its website and mobile application in Québec includes the total price for the reservation, inclusive of taxes and fees, which change is a condition to the settlement, in addition to the listed basic room rate, similar to the following example:



- F. **WHEREAS**, in good faith, Accor has provided evidence to Class Counsel, including: complete accounting of the fees charged, the number of class members, and the number of reservations by November 15, 2023, as well as an explanation regarding how it came to those numbers.
- G. **WHEREAS** Class Counsel have a list of all Class Members in Québec who have booked accommodation on Accor’s website and mobile application between January 27, 2017, and September 12, 2023;
- H. **WHEREAS** the Parties have reached the resolution set forth in this Settlement Agreement, providing for, *inter alia*, the settlement of the Action between and among the Plaintiff, on behalf of himself and the Settlement Class Members, and Accor on the terms and subject to the conditions set forth below;
- I. **WHEREAS** the Parties have determined that a Settlement of the Action on the terms reflected in this Settlement Agreement is fair, reasonable, and in the best interests of the Parties and the Settlement Class;
- J. **WHEREAS** Accor denies the allegations made by the Plaintiff in this Action, has not conceded or admitted, shall not be deemed to have conceded or admitted, and expressly denies any liability, including any liability for monetary compensation or compensation in kind to the Settlement Class;

K. **WHEREAS** the Parties, to avoid a judgment being rendered on the merits of the Action and to avoid any uncertainty as to the judgment that could be rendered, have concluded that it is desirable that the claims in the Action be settled, without admission, on the terms reflected in this Settlement Agreement;

L. **WHEREAS** the Parties wish to implement a simple and efficient claims process;

NOW THEREFORE, this Agreement is entered into by and among the Parties, by and through their respective counsel, and in consideration of the mutual promises, covenants and agreements contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be settled and terminated as between the Plaintiff and the Settlement Class Members on the one hand, and Accor on the other hand, as detailed herein.

1. **DEFINITIONS**

1.1 As used in this Settlement Agreement and the attached Schedules, the following terms shall have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise:

(i) **“Action”** means the class action of *Chafik Mihoubi v. Accor SA* (SC: 500-06-001041-207).

(ii) **“Agreement”** means this Settlement Agreement, including all schedules attached hereto.

(iii) **“Class Counsel”** means the law firms Trudel Johnston & Lespérance S.E.N.C. (**“TJL”**), Grenier Verbauwheide Avocats inc. and Hadekel Shams S.E.N.C.R.L.

(iv) **“Claims Administrator”** means Concilia Services Inc.

(v) **“Class Notice”** or **“Notice”** means the forms of notice to be given to Settlement Class Members informing them that the Action has been authorized and the object of this Settlement. Copies of the proposed Class

Notices are attached respectively as **Schedules A** (English) **and B** (French) and will be submitted to the Court for approval.

- (vi) “**Court**” means the Superior Court of Quebec, district of Montreal, in which the Action was filed and where the Parties will seek approval of the Settlement Agreement.
- (vii) “**Effective Date**” means:
 - (a) If no appeal is taken from the Final Judgement Approving Settlement, thirty-one (31) Days after the issuance of the notice of judgment for the Final Judgement Approving Settlement; or
 - (b) If an appeal is taken from the final Judgement Approving Settlement, the date on which all appellate rights have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgement Approving Settlement.
- (viii) “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement.
- (ix) “**Final Judgment Approving Settlement**” means the Final Judgement Approving Settlement to be rendered by the Court:
 - (a) Approving the Settlement Agreement as fair, adequate, and reasonable;
 - (b) Discharging the Released Party of and from all further liability for the Released Claims;
 - (c) Permanently barring and enjoining the Releasing Parties from instituting, filling, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, derivatively, or on their behalf, or in any other capacity of any kind

whatsoever, any action in any Court, before any regulatory authority or in any other tribunal, forum or proceeding of any kind against the Released Parties that asserts any Released Claims; and

- (d) Issuing such other findings and determinations as the Court deems necessary and appropriate to implement the Settlement Agreement.
- (x) “**Judgment on Class Notice**” means the judgment to be rendered by the Court with respect to the approval of the Class Notice.
- (xi) “**Non-Settling Defendants**” means all the Defendants named in the Authorized Class Action excluding the Settling Defendant;
- (xii) “**Notice Date**” means the date by which the Class Notice must be sent to Settlement Class Members.
- (xiii) “**Objection Date**” means the date by which the Settlement Class Members must file with the Court any objections to the Settlement Agreement.
- (xiv) “**Party**” means either the Plaintiff or the Settling Defendant and “**Parties**” or “**Settling Parties**” means, collectively, the Plaintiff, all Class Members, and the Settling Defendant.
- (xv) “**Plaintiff**” means Chafik Mihoubi.
- (xvi) “**Settlement**” means the settlement terms set forth in this Settlement Agreement.
- (xvii) “**Settlement Amount**” means \$297,649.84 ($\$396,866.46 \times 75\%$), being the amount of Accor SA’s monetary obligations under this Agreement and inclusive of capital, interest, additional indemnity, taxes, legal fees, disbursements and costs of all kinds—the whole, however, subject to any further amounts claimed under subsection 3.4, below.

(xviii) “**Settlement Class**” and “**Settlement Class Member(s)**” each means all 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 12, 2023, booked accommodation with the Defendant Accor, SA on its website or mobile application, that have not exercised their right to opt-out of the Class Action in accordance with article 580 of the *Code of Civil Procedure of Quebec* (“**C.C.P.**”).

(xix) “**Settling Defendant**” means Accor SA.

(xx) “**Settling Defendant’s counsel**” (or Accor’s counsel) means BLG.

1.2 Other capitalized terms in this Settlement Agreement but not specifically defined in Section 1.1 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

2. **NOTICE TO THE SETTLEMENT CLASS**

2.1 The Class Notice (Schedules A and B) will be disseminated in the following manner:

- (i) The Claims Administrator shall email the Class Notice (Schedules A and B) to the Settlement Class Members to the last available contact information;
- (ii) Class Counsel will post the Class Notice on the Class Action Registry and on TJL’s website, and
- (iii) The Class Notice as well as all relevant settlement documents shall be posted on the Claims Administrator’s website;
- (iv) Class Counsel will disseminate the Class Notice through a Facebook ad campaign.

2.2 If the Settlement Class Members have any questions, they shall contact the Claims Administrator or Class Counsel whose contact information is contained in the notice.

3. SETTLEMENT RELIEF

3.1 Accor shall pay to each Settlement Class Member a compensation amount equivalent to 75% of mandatory fees paid to Accor that were not included in the first announced rate, for a total amount to be paid by the Settling Defendant to the Settlement Class Members of \$297,649.84, subject to any further amounts claimed at subsection 3.4, below.

3.2 After the Effective Date, the Claims Administrator will send an email to the Settlement Class Members at their email address on file to inform them of the Final Judgement Approving Settlement. The Settlement Class Members will then have 30 days: a) request a modification of their email address on file to the Claims Administrator for the purposes of receiving their Interac e-transfer; and/or b) request to the Claims Administrator that their payment be made by cheque via postal mail instead of by Interac e-transfer.

3.3 After the 30 days and within a maximum of 60 days, the Claims Administrator will send all the payments to the Settlement Class Members by Interac e-transfer to their email addresses on file, unless a Settlement Class Member has requested the modification to their email address on file or has requested a payment by cheque in accordance with section 3.2.

3.4 The Settlement Class Members who did not receive payment within the 60 day period mentioned at section 3.3 will be allowed to submit their invoices to the Claims Administrator in order to receive compensation of 75% of the mandatory fees paid to Accor and receive payment within a maximum of 60 days.

3.5 Upon the execution of the Interac e-transfer by the Claims Administrator, the Settlement Class Members will then have 30 days to accept the Interact e-transfer and have the relevant sums deposited in their bank account.

- 3.6 If a Settlement Class Member has not accepted the Interac e-transfer within 30 days after its execution by the Claims Administrator, the relevant sums become part of the balance.
- 3.7 If, six (6) months after its issuance, the cheques addressed to Settlement Class Members have not been cashed-in, the Claims Administrator will not re-issue the cheques and the relevant sums become part of the balance.
- 3.8 The Parties agree that the present Settlement Agreement provides for collective recovery of the Settlement Class Members' alleged claims with individual liquidation.
- 3.9 In the event where there is a remaining balance of the Settlement Amount after the distribution to the Settlement Class Members and the payment of the disbursements and fees, including class counsel fees and disbursement as provided under subsection 5.1, and subject to the amounts due to the *Fonds d'aide aux actions collectives* under subsection 7.1, the parties agree to recommend that said remaining balance, taxes included, be remitted to the Justice Pro Bono, a charitable organization chosen jointly by the Parties.
- 3.10 Accor shall be in charge of paying the Claims Administrator fees and the fees for the Facebook campaign mentioned at section 2.1 (iv).

4. OBJECTIONS

- 4.1 Unless otherwise authorized by the Court, any Settlement Class Member who intends to object to the fairness of the Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and sent to Class Counsel and/or Settling Defendant's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, email address, telephone number and, if represented by counsel, the name of his/her counsel; (c) a statement that the objector had accommodation booked between January 27, 2017, and September 12, 2023 on Accor's website or mobile application; (d) whether the

objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) the grounds supporting the objection; (f) copies of any documents upon which the objection is based; and (g) the objector's signature.

4.2 Any Settlement Class Member who files and sends a written objection, as described in the preceding section, may appear at the Final Approval Hearing, either in person or through counsel hired at their expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement.

4.3 Unless otherwise authorized by the Court, any Settlement Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments.

5. **CLASS COUNSEL FEES AND DISBURSEMENTS**

5.1 Class Counsel will submit an application to the Court for approval of the payment of their fees, disbursements, and applicable taxes thereon. The fee agreement signed by the Plaintiff provides for a payment to counsel representing 25% of the sum recovered for the Class members, in addition to applicable taxes and the reimbursement of disbursements incurred. If this application is approved by the Court, Class Counsel shall deduct the authorized sum of their disbursements and fees, plus taxes ("**Class Counsel Fees**"), from the Settlement Amount. Accor shall take no position with regards to this part of the application to the extent that Class Counsel's application, other than that it has agreed to pay these amounts.

5.2 Class Counsel will not claim any other fee or disbursement from Accor or from the Settlement Class Members relating to the Action or the Released Claims.

5.3 This Agreement is in no way conditional upon the approval of Class Counsel's fees or the Plaintiff's disbursement by the Court. Any order or proceeding relating to Class Counsel's fees or disbursements, or any appeal from any order relating

thereto or reversal or amendment thereof, shall not operate to terminate or cancel the Agreement. Therefore, should the Court refuse to approve the Class Counsel's fees or disbursements, such refusal shall not operate to terminate or cancel the Agreement.

6. RELEASES

6.1 The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against the Released Party. The Released Party shall not be subject to liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against the Released Party in any court or any forum.

6.2 The following terms have the meanings set forth herein:

(i) **"Released Claims"** means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could reasonably have been, or in the future might reasonably be asserted by the Plaintiff or Settlement Class Members or the Releasing Parties either in the Action or in any action or proceeding in this Court or in any other court or forum, against the Released Parties, including damages, costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to legal claims made by the Plaintiff or Settlement Class Members or the Releasing Parties arising out of or relating to the allegations in the Action.

(ii) **"Released Party"** means Accor and all Accor hotel owners, franchisees and/or operators, including all of their predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees,

stockholders, partners, agents, servants, successors, attorneys, insurers, licensees, licensors, subrogees and assigns.

(iii) “**Releasing Parties**” means the Plaintiff and each and every Settlement Class Member, including each of their respective spouses, executors, heirs, successors, bankruptcy trustees, guardians, agents, and assigns, and all those who claim through them or who assert claims for relief on their behalf.

6.3 On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged the Released Party of and from any and all liability for any and all Released Claims.

6.4 On the Effective Date, the Released Party shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Class Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Action, except to enforce terms and conditions contained in this Settlement Agreement.

6.5 The Parties agree that the Québec Superior Court shall retain exclusive and continuing jurisdiction to interpret, apply and enforce the terms, conditions, and obligations under the Settlement Agreement, including managing any ancillary matters that may arise from this Settlement Agreement.

7. **FONDS D'AIDE AUX ACTIONS COLLECTIVES (CLASS ACTION FUND IN QUEBEC)**

7.1 This Settlement is subject to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* (R.S.Q., c. F-3.2.0.1.1, r. 2), the *Act Respecting the Fonds d'aide aux actions collectives* (R.S.Q., F-3.2.0.1.1) and the *Code of Civil Procedure* (R.S.Q., c. C-25.01).

8. **FINAL JUDGMENT APPROVING SETTLEMENT**

8.1 This Agreement is subject to and conditional upon the issuance by the Court of the Final Judgment Approving Settlement that grants final approval of the Agreement,

and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Settling Defendant represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of the Settling Defendant; and (3) that the Agreement has been duly and validly executed and delivered by the Settling Defendant and constitutes its legal, valid and binding obligation.

9.2 The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered, or expended by the Settling Defendant in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

10. NO ADMISSIONS, NO USE

10.1 The Agreement and every stipulation and term contained in it is conditional upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by the Plaintiff, the Settling Defendant, any Settlement Class Member or Releasing Party or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or

(b) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by the Plaintiff, the Settling Defendant, any Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

11. MISCELLANEOUS PROVISIONS

- 11.1 **Entire Agreement:** The Agreement, including all Schedules hereto, shall constitute the entire agreement among the Parties and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by Class Counsel and Accor's Counsel and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of Accor's Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to in writing by all Parties.
- 11.2 **Governing Law and Jurisdiction:** The Agreement shall be construed under and governed by the laws of the Province of Quebec, Canada, applied without regard to conflict of laws provisions. The Parties hereby submit themselves exclusively to the Courts of the Province of Quebec, District of Montreal, concerning any and all matters related to the interpretation or application of this Agreement.
- 11.3 **Execution in Counterparts:** The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

11.4 **Notices:** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by email to:

(a) If to Class Counsel:

Mtre. Mathieu Charest-Beaudry
Trudel Johnston & Lespérance
750, Côte de la Place d'Armes, bureau 90
Montréal, Québec, H2Y 2X8
mathieu@tjl.quebec

Mtre Cory Verbauwhede
Mtre Bruno Grenier
Grenier Verbauwhede Avocats
5215, rue Berri, bureau 102
Montréal, Québec H2J 2S4
cverbauwhede@grenierverbauwhede.ca
bgrenier@grenierverbauwhede.ca

(b) If to Accor's counsel:

Mtre. Alexander L. De Zordo, adezordo@blg.com
1000 De La Gauchetière St. W, Suite 900,
Montréal, QC, Canada H3B 5H4

11.5 **Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

11.6 **Binding on Successors:** The Agreement shall be binding upon, and endure to the benefit of the heirs, successors and assigns of the Released Parties.

11.7 **Arms' Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto, Settling Defendant's Counsel and Class Counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction

that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

- 11.8 **Public Statements:** Plaintiff and Class Counsel shall not solicit interviews by the media and shall not engage in any conduct or make any statement, directly or indirectly, that the settlement of claims contemplated by the agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the class action against the Settling Defendant. However, nothing shall limit the ability of the Settling Defendant or its successors to make public disclosures, as the applicable laws require or to provide information about the Settlement to government officials or its insurers/reinsurers. Settlement Class, Class Counsel, the Settling Defendant, and the Settling Defendant's Counsel may grant unsolicited media interviews and agree to limit their statements to promoting the virtues of the Settlement or other statements that are in accordance with the Notices and agreement.
- 11.9 **Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.
- 11.10 **Variance:** In the event of any variance between the terms of this Agreement and any of the Schedules hereto, the terms of this Agreement shall control and supersede the Schedule(s).
- 11.11 **Schedules:** All Schedules to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.
- 11.12 **Modification in Writing:** This Agreement may be amended or modified only by written instrument signed by Class Counsel and the Settling Defendant's Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.
- 11.13 **Integration:** This Agreement represents the entire understanding and agreement among the Parties and supersedes all prior proposals, negotiations, agreements,

and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.

11.14 **Retain Jurisdiction:** The Québec Superior Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.

11.15 **Language:** The Parties acknowledge that they have required and consented to this Agreement and all related documents be drafted in English. *Les Parties reconnaissent avoir exigé et consentie à ce que la présente convention et tous les documents connexes soient rédigés en anglais.*

11.16 **Transaction:** The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the C.C.Q., and the Parties hereby renounce to any errors of fact, of law and/or calculation.

11.17 **Recitals:** The recitals to this Agreement are true and form part of the Agreement.

11.18 **Authorized Signatures:** Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified above and their law firms.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement as of the date set forth below.

Date: _____



City :Montréal

Chafik Mihoubi
Plaintiff

Date: _____



City :Montréal

Mtre. Mathieu Charest-Beaudry
Trudel Johnston & Lespérance
Counsel for Plaintiff

Date: _____



City :Montréal

Mtre. Cory Verbauwhede
Mtre Bruno Grenier
Grenier Verbauwhede Avocats
Counsel for Plaintiff
Hadekel Shams LLP

Date: _____

City :Montréal

Mtre. Peter Shams
Hadekel Shams LLP
Counsel for Plaintiff

Date: June 17, 2024



City : Toronto

Barbara Kilner, for Accor SA

Date: June 17, 2024

City : Montreal

A handwritten signature in blue ink, appearing to read 'A. De Zordo', is written above a horizontal line.

Mtre. Alexander L. De Zordo
BLG
Counsel for Defendant



This document is a **FINALIZED** sign request

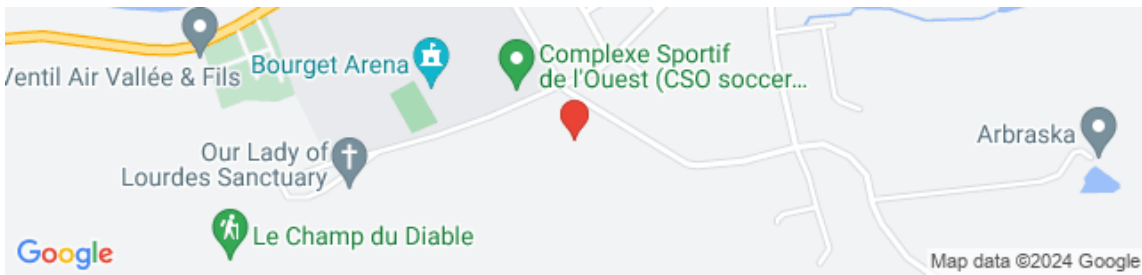
From Bruno Grenier <bgrenier@grenierverbauwhede.ca>
 File Owner Bruno Grenier
 Signing Order 1 - chafik@mihoubi.com
 2 - mathieu@tjl.quebec
 3 - Bruno Grenier <bgrenier@grenierverbauwhede.ca>
 4 - peter@hadekelshams.ca

Initialized Jun 18, 2024 @ 11:26 AM EDT c2364a43
 Finalized Jun 18, 2024 @ 4:00 PM EDT f29aa714
 Unique Url <https://dochub.com/grenierverbauwhedeavocats/gzdnE7NwJxp2N1zKQyW3BJ/mihoubi-accor-settlement-agreement-143780971-7-pdf>
 Page Count 19

Signers

C **chafik@mihoubi.com** **FINALIZED**
Signer #1 - chafik-8bmyy4

- Verified Email
- Verified IP 142.169.16.52
- Verified consent to Esign
- Verified geolocation 45°28'15"N 74°18'17"W (323.0 m)



Document "after" snapshot: Jun 18, 2024 @ 3:14 PM EDT 73525c61

Assigned Fields

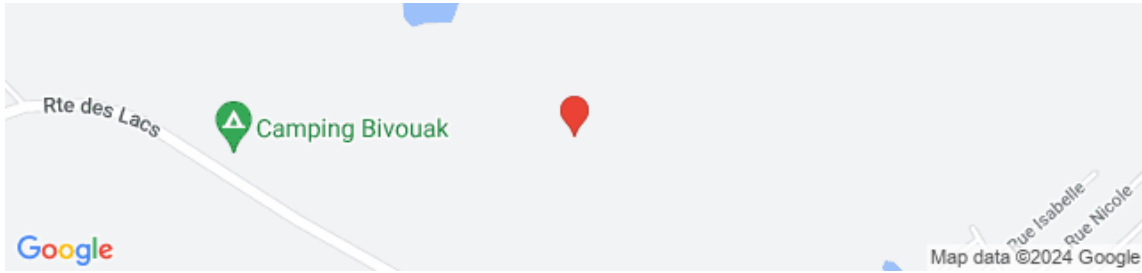
Value	Type	Req.	Page #	Updated
	Signature Field		18	Jun 18, 2024 @ 3:14 PM EDT



mathieu@tjl.quebec FINALIZED

Signer #2 - mathieu-kdq271

- ✓ Verified Email
- ✓ Verified IP 69.51.221.53
- ✓ Verified consent to Esign
- ✓ Verified geolocation 46°30'15"N 72°55'7"W (2445.0 m)



Document "before" snapshot: Jun 18, 2024 @ 3:14 PM EDT [73525c61](#)

Document "after" snapshot: Jun 18, 2024 @ 3:18 PM EDT [c3a93e3a](#)

Assigned Fields

Value	Type	Req.	Page #	Updated
	Signature Field		18	Jun 18, 2024 @ 3:18 PM EDT



bgrenier@grenierverbauwhede.ca FINALIZED

Signer #3 - Bruno Grenier

- ✓ Verified Email
 - ✓ Verified IP 2a09:bac2:1ba9:1ad2::2ac:6e, 2a09:bac3:1bae:1ed2::312:2f
 - ✓ Verified consent to Esign
- Document "before" snapshot: Jun 18, 2024 @ 3:18 PM EDT [c3a93e3a](#)
- Document "after" snapshot: Jun 18, 2024 @ 3:56 PM EDT [663ffe6c](#)

Assigned Fields

Value	Type	Req.	Page #	Updated
	Signature Field		18	Jun 18, 2024 @ 3:55 PM EDT



peter@hadekelshams.ca FINALIZED

Signer #4 - peter-xc8yol

✔ Verified Email ✔ Verified IP 204.48.79.108 ✔ Verified consent to Esign

Document "before" snapshot: Jun 18, 2024 @ 3:56 PM EDT [✔ 663ffe6c](#)

Document "after" snapshot: Jun 18, 2024 @ 4:00 PM EDT [✔ f29aa714](#)


















Assigned Fields

Value	Type	Req.	Page #	Updated
<i>Hadekel Shamms LLP</i>	Signature Field		18	Jun 18, 2024 @ 3:59 PM EDT

Event History

Jun 18, 2024

11:16 AM	Document created	bgrenier@grenierverbauwhede.ca created the document
11:24 AM - 11:25 AM	Modified	bgrenier@grenierverbauwhede.ca modified the document IP 2a09:bac2:1ba9:1ad2::2ac:6e, Safari 17, Mac 10.15.7
11:26 AM	Sign request created	bgrenier@grenierverbauwhede.ca initialized a sign request with the document Verified snapshot ✔ e2364a43 IP 2a09:bac2:1ba9:1ad2::2ac:6e, Safari 17, Mac 10.15.7
11:26 AM	Email sent	chafik@mihoubi.com was notified by email Email Delivery Status: DELIVERED
3:12 PM	Viewed	chafik@mihoubi.com viewed the document IP 142.169.16.52, Firefox 126, Windows 10.0
3:12 PM	Consented to esign	chafik@mihoubi.com consented to esign IP 142.169.16.52, Firefox 126, Windows 10.0
3:12 PM	Location verified	chafik@mihoubi.com's location was verified IP 142.169.16.52, Firefox 126, Windows 10.0 45°28'15"N 74°18'17"W (323.0 m)
3:14 PM	Modified	chafik@mihoubi.com modified the document IP 142.169.16.52, Firefox 126, Windows 10.0
3:14 PM	Finalized	chafik@mihoubi.com finalized their changes Verified snapshot ✔ 73525c61 IP 142.169.16.52, Firefox 126, Windows 10.0
3:14 PM	Email sent	mathieu@tjl.quebec was notified by email Email Delivery Status: DELIVERED

3:17 PM	 Viewed	mathieu@tjl.quebec viewed the document IP 69.51.221.53, Chrome 125, Windows 10.0
3:18 PM	<input checked="" type="checkbox"/> Consented to esign	mathieu@tjl.quebec consented to esign IP 69.51.221.53, Chrome 125, Windows 10.0
3:18 PM	 Location verified	mathieu@tjl.quebec's location was verified IP 69.51.221.53, Chrome 125, Windows 10.0 46°30'15"N 72°55'7"W (2445.0 m)
3:18 PM	 Modified	mathieu@tjl.quebec modified the document IP 69.51.221.53, Chrome 125, Windows 10.0
3:18 PM	 Finalized	mathieu@tjl.quebec finalized their changes Verified snapshot  c3a93e3a IP 69.51.221.53, Chrome 125, Windows 10.0
3:18 PM	 Email sent	bgrenier@grenierverbauwhede.ca was notified by email Email Delivery Status: DELIVERED
3:54 PM	 Email read	bgrenier@grenierverbauwhede.ca opened the notification email
3:54 PM	<input checked="" type="checkbox"/> Consented to esign	bgrenier@grenierverbauwhede.ca consented to esign IP 2a09:bac3:1bae:1ed2::312:2f, Safari 17, Mac 10.15.7
3:54 PM	 Location denied	bgrenier@grenierverbauwhede.ca's location was denied IP 2a09:bac3:1bae:1ed2::312:2f, Safari 17, Mac 10.15.7
3:55 PM	 Modified	bgrenier@grenierverbauwhede.ca modified the document IP 2a09:bac3:1bae:1ed2::312:2f, Safari 17, Mac 10.15.7
3:56 PM	 Finalized	bgrenier@grenierverbauwhede.ca finalized their changes Verified snapshot  663ffe6c IP 2a09:bac3:1bae:1ed2::312:2f, Safari 17, Mac 10.15.7
3:56 PM	 Email sent	peter@hadekelshams.ca was notified by email Email Delivery Status: DELIVERED
3:58 PM	 Viewed	peter@hadekelshams.ca viewed the document IP 204.48.79.108, Chrome 120, ios 17.5
3:59 PM	<input checked="" type="checkbox"/> Consented to esign	peter@hadekelshams.ca consented to esign IP 204.48.79.108, Chrome 120, ios 17.5
3:59 PM	 Location denied	peter@hadekelshams.ca's location was denied IP 204.48.79.108, Chrome 120, ios 17.5
3:59 PM	 Modified	peter@hadekelshams.ca modified the document IP 204.48.79.108, Chrome 120, ios 17.5
4:00 PM	 Sign request finalized	peter@hadekelshams.ca finalized the sign request for the document Verified snapshot  f29aa714

No.: 500-06-001041-207

COUR SUPÉRIEURE

(Actions collectives)

DISTRICT DE MONTRÉAL

CHAFIK MIHOUBI

Demandeur

c.

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

Défenderesses

Notre dossier: 1448-1

BT 1415

**PIÈCE DAER-1 AU SOUTIEN DE LA DEMANDE POUR
MODIFICATION DU GROUPE À DES FINS DE
RÈGLEMENT ET D'APPROBATION DE L'ENTENTE DE
RÈGLEMENT ET ORDONNANCES CONNEXES**

ORIGINAL

Avocats:

M^e Mathieu Charest-Beaudry

M^e Lex Gill

TRUDEL JOHNSTON & LESPÉRANCE, INC.

750, côte de la Place-d'Armes, bureau 90

Montréal (Québec) H2Y 2X8

Tél. : 514 871-8385

Télec. : 514 871-8800

mathieu@tjl.quebec

lex@tjl.quebec