

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

CLASS ACTIONS DIVISION  
SUPERIOR COURT

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NO : 500-06-001041-207

**CHAFIK MIHOUBI**

Plaintiff

v.

**PRICELINE.COM, L.L.C.**

Defendant

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**SETTLEMENT AND TRANSACTION AGREEMENT**

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- A. **WHEREAS** on January 11, 2022, the Superior Court of Québec (the Honourable Martin F. Sheehan, J.S.C.) authorized Mr. Chafik Mihoubi (“**Plaintiff**”) to institute a class action against Priceline.com, L.L.C. (“**Priceline**”) and other defendants and appointed Plaintiff as representative plaintiff on behalf of the members of the following class, among others (the “**Original Priceline Class**”):
- 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.
- B. **WHEREAS** on April 11, 2022, Plaintiff filed an originating application against Priceline and other defendants;
- C. **WHEREAS** notices regarding the authorization of the Class Action were published on May 13, 2022;
- D. **WHEREAS**, as a result, the authorized class period for purposes of the Original Priceline Class is therefore January 27, 2017 through May 13, 2022;

- E. **WHEREAS** Plaintiff alleges that Priceline charged higher prices for accommodations than those it advertised on the Website during the class period, and maintains that his claims and the Class Action are well-founded in fact and law;
- F. **WHEREAS** Priceline denies any fault, wrongdoing or liability to members of the Original Priceline Class;
- G. **WHEREAS**, on June 17, 2023, without any admission of fault, wrongdoing or liability, Priceline modified its advertising practices on the Website such that the total price of a reservation, including all mandatory taxes and fees, appears on the first screen displaying search results for users who are geo-located by Priceline as accessing the Website from Canada;
- H. **WHEREAS**, without any admission of fault, wrongdoing or liability, Priceline modified its advertising practices on the Google Play Mobile Application on January 9, 2024, and on the Apple Mobile Application on January 12, 2024, such that the total price of a reservation, including all mandatory taxes and fees, appears on the first screen displaying search results for users located within Canada who choose to share their location with Priceline and are geo-located by Priceline as accessing such mobile applications from Canada;
- I. **WHEREAS** the Parties enter into this Agreement to achieve a full and final resolution of the Class Action as regards Priceline, taking into account the uncertainty, risk, delay and costs inherent to litigation;
- J. **WHEREAS** this Agreement remains subject to the approval of the Court;
- K. **WHEREAS**, for settlement purposes, the Parties agree to amend the Original Priceline Class in order to extend the class period and add certain criteria to the class definition;
- L. **WHEREAS** Plaintiff and Class Counsel believe that this transaction is fair, reasonable, adequate, and in the best interests of the Eligible Members (as defined hereinafter).

**IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:**

**I. PREAMBLE, DEFINITIONS AND SCHEDULE**

- 1. The preamble and the schedule form an integral part of this Agreement, as though recited at length herein.
- 2. The following definitions and those contained elsewhere in this Agreement shall apply to this Agreement. The plural of any defined term shall include the singular, and the singular of any defined term shall include the plural, as the case may be:
  - (a) **“Additional Reservation”** means any Eligible Reservation, except a First Reservation;
  - (b) **“Administrator”** means Concilia Services Inc., an entity chosen by Priceline, approved by Plaintiff and Class Counsel, and appointed by the Court for purposes of this Agreement;

- (c) **"Agreement"** means this Settlement and Transaction Agreement, and any written amendments thereto;
- (d) **"Apple Mobile Application"** means the application made available by Priceline via the Canadian Apple App Store, through which Priceline allows users to make reservations for accommodations, as accessible by users located within Canada who choose to share their location with Priceline and are geo-located by Priceline as accessing the Apple Mobile Application from Canada;
- (e) **"Approval Hearing"** means the court hearing held for the purpose of determining whether the Approval Application is to be granted;
- (f) **"Approval Order"** means, collectively, one or more orders of the Court approving this Agreement; approving (or otherwise determining) the amount of Class Counsel Fees; approving the form, content, and mode of publication of the Notice of Approval; and appointing the Administrator;
- (g) **"Bounce Back"** means an email that is automatically returned to the Administrator because it cannot be delivered;
- (h) **"Class Action"** means all proceedings filed with the Superior Court of Québec, Judicial District of Montreal, in the court file bearing docket number 500-06-001041-207, and all proceedings in appeal in relation thereto;
- (i) **"Class Counsel"** means the law firms Trudel Johnston & Lespérance S.E.N.C., Grenier Verbauwheide Avocats inc., and Hadekel Shams S.E.N.C.R.L.;
- (j) **"Class Counsel Fees"** means the legal fees and disbursements of Class Counsel and applicable taxes thereon, to be approved (or otherwise determined) by the Court;
- (k) **"Counsel for Priceline"** means Davies Ward Phillips & Vineberg LLP;
- (l) **"Coupon"** means a single-use, non-combinable, and non-transferable coupon tied to an Eligible Member's email address, which the Eligible Member shall be able, during the coupon's period of validity, to redeem on the Website and, subject to certain restrictions, the Apple Mobile Application or the Google Play Mobile Application, to pay for any hotel booking for a "pay now" rate or for any flight or rental car labeled "express deal". The use of a Coupon shall require the Eligible Member to create an account with Priceline, if no such account already exists;
- (m) **"Court"** means the Superior Court of Québec or, if applicable, the Court of Appeal of Québec or the Supreme Court of Canada, sitting on appeal;
- (n) **"Day"** means a calendar day;
- (o) **"Effective Date"** means the date on which the Approval Order becomes final and non-appealable;

- (p) **“Election”** means an Eligible Member’s election to be compensated by Coupon or in cash, submitted to the Administrator in accordance with the terms of this Agreement;
- (q) **“Eligible App Reservation”** means an Eligible Reservation made on the Apple Mobile Application or the Google Play Mobile Application;
- (r) **“Eligible Member”** means an individual who has made one or more Eligible Reservation(s). Each email address used to make one or more Eligible Reservation(s) shall be deemed to correspond to one (1) unique Eligible Member for purposes of this Agreement, and such Eligible Member’s name and telephone number shall be deemed to be the name and telephone number provided to Priceline in relation to the most recent Eligible Reservation;
- (s) **“Eligible Reservation”** means a reservation that satisfies all of the following criteria:
- i) The reservation is a booking for accommodation made by a consumer within the meaning of the *Consumer Protection Act*, CQLR c. P-40.1 on the Website between January 27, 2017 and June 17, 2023, on the Google Play Mobile Application between January 27, 2017 and January 9, 2024, or on the Apple Mobile Application between January 27, 2017 and January 12, 2024;
  - ii) The consumer has not exercised his or her right to opt out of the Class Action in accordance with Article 580 of the *Code of Civil Procedure*, CQLR c. C-25.01;
  - iii) On the basis of the billing address provided to Priceline at the time of booking, the consumer resided in Québec when the reservation was made;
  - iv) On the basis of the IP address used by the consumer and collected by Priceline at the time of booking, the consumer was physically located in Québec when the reservation was made;
  - v) The reservation was made directly on the Website, on the Apple Mobile Application or on the Google Play Mobile Application, and not via any intermediary, agency, or “white-label” business connected to Priceline’s inventory through an application programming interface; and
  - vi) The reservation was not cancelled.
- (t) **“First Reservation”** means, on a chronological basis, the first (or, as the case may be, the only) Eligible Reservation made by an Eligible Member;
- (u) **“Google Play Mobile Application”** means the application made available by Priceline via the Canadian Google Play store, through which Priceline allows users to make reservations for accommodations, as accessible by users located within Canada who choose to share their location with Priceline and are geo-located by Priceline as accessing the Google Play Mobile Application from Canada;

- (v) “**Notice and Distribution Costs**” means the costs of the Notice of Approval Hearing and Opt Out, the costs of the Notice of Approval, the costs of the Administrator’s services under this Agreement, and any costs internal to Priceline with respect to the implementation of this Agreement;
- (w) “**Notice of Approval**” means a notice to the Eligible Members that this Agreement has been approved by the Court;
- (x) “**Notice of Approval Hearing and Opt Out**” means a notice notifying Eligible Members of the Approval Hearing and of the New Opt Out Period, substantially in the form of schedule “A” hereto (in English and French), except as and to the extent amended by the Court;
- (y) “**Parties**” means, collectively, Plaintiff, all Eligible Members, and Priceline;
- (z) “**Website**” means priceline.com, including any subdomains thereof, as accessible by users located within Québec who are geo-located by Priceline as accessing the Website from Québec.

## **II. COMPENSATION OF ELIGIBLE MEMBERS**

- 3. This Agreement establishes a collective recovery process pursuant to which a distribution of compensation shall be made to each Eligible Member, in cash or Coupon, in the aggregate amount owed to such Eligible Member for all such Eligible Member’s Eligible Reservations.
- 4. Each Eligible Member shall have the opportunity to elect to be compensated by Coupon or in cash, in accordance with the terms of this Agreement. Compensation by Coupon shall not be combined with compensation in cash. An Eligible Member’s election or deemed election as to the mode of compensation shall apply to all such Eligible Member’s Eligible Reservations.
- 5. Each Eligible Member shall be entitled to be compensated a net amount for each Eligible Reservation (each, a “**Net Amount**”), in accordance with the terms of this Agreement. Specifically:
  - (a) The Net Amount for a First Reservation shall be greater than the Net Amount for each Additional Reservation.
  - (b) Both for a First Reservation and each Additional Reservation, the Net Amount distributed by Coupon shall be greater than the Net Amount distributed in cash (such difference being the “**Coupon Premium**”).
  - (c) The following table represents the Parties’ best approximation of the values of each type of Net Amount. The Parties agree that minor adjustments may be necessary following the final calculation and approval of Class Counsel Fees by the Court. Should such adjustments be necessary, the Parties shall maintain the proportionality (i) between the value of a Net Amount distributed by Coupon and the value of a Net

Amount distributed in cash; and (ii) between the value of a Net Amount for a First Reservation and the value of a Net Amount for an Additional Reservation.

	Value of a Net Amount distributed in Cash	Value of a Net Amount distributed by Coupon <sup>1</sup>
Per First Reservation	~ \$7.98 USD, being ~ \$10.78 CAD	~ \$10.45 USD
Per Additional Reservation	~ \$5.00 USD, being ~ \$6.75 CAD	~ \$6.49 USD

6. The gross settlement amount payable by Priceline (the “**Gross Settlement Amount**”) shall be variable and calculated as follows, subject to the maximum values below, and shall include both the sum total of all Net Amounts for all Eligible Reservations and the Class Counsel Fees approved by the Court.
  - (a) Should all Eligible Members be compensated by Coupon, the maximum value of the Gross Settlement Amount shall be \$1,200,000 USD, being \$1,621,080 CAD<sup>1</sup> (the “**Gross Coupon Settlement Amount**”);
  - (b) Should some Eligible Members be compensated by Coupon and some Eligible Members be compensated in cash, the maximum value of the Gross Settlement Amount shall be the Gross Coupon Settlement Amount *less* the Coupon Premium for each Eligible Reservation compensated in cash; and
  - (c) Should all Eligible Members be compensated in cash, the maximum value of the Gross Settlement Amount shall be \$920,000 USD, being \$1,242,828 CAD.
7. The maximum Gross Settlement Amount values set out in Section 6 of this Agreement are intended to cover all Eligible Reservations and all Class Counsel Fees.
8. The Net Amounts distributed to Eligible Members by Coupon or in cash under this Agreement are inclusive of all taxes and no interest shall accrue on such Net Amounts.

### **III. IMPLEMENTATION AND ADMINISTRATION**

9. Within 30 Days after the Effective Date, Priceline shall pay to Class Counsel a first portion of the Class Counsel Fees approved by the Court by wire transfer. Subject to the Court’s approval, the first portion of the Class Counsel Fees shall equal 25% of the maximum value of the Gross Settlement Amount set out in Section 6(c) of this Agreement (\$1,242,828 CAD) plus

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<sup>1</sup> The value of a Coupon in Canadian dollars will be determined based on the exchange rate in effect at the time the Coupon is used. However, an exchange rate of \$1 USD to \$1.3509 CAD will be used to calculate the value of the Gross Settlement Amount, regardless of the exchange rates in effect at the time any of the Coupons are used.

tax, in addition to disbursements incurred and applicable taxes. Class Counsel shall provide all necessary banking information to complete said wire transfer.

10. Within 45 Days after the Effective Date, Priceline shall provide Class Counsel with the final number of Eligible Reservations, broken down by First Reservations and Additional Reservations and, within 60 Days after the Effective Date, the Parties shall agree on the final value of the Net Amount for each Eligible Reservation, including for a First Reservation and Additional Reservation and for distributions made by Coupon and for those made in cash.
11. Within 90 Days after the Effective Date, the Notice of Approval shall be published in accordance with the terms of Section 30(a) of this Agreement (the “**Notice of Approval Publication Date**”). The Notice of Approval shall set out the two compensation distribution options (cash by Interac e-transfer or Coupon) available to the Eligible Members. Each Eligible Member shall be able to submit his or her Election to the Administrator by responding electronically to the Notice of Approval.
12. To be considered valid, all Elections must be submitted to the Administrator within 60 Days following the Notice of Approval Publication Date (the “**Elections Deadline**”). The Elections Deadline shall be clearly set forth in the Notice of Approval. Eligible Members who do not submit a valid Election by the Elections Deadline shall be deemed to have elected to be compensated by Coupon. The Administrator shall maintain records of all Elections submitted for four years following the Elections Deadline.
13. Within 15 Days after the Elections Deadline, the Administrator shall:
  - (a) inform Priceline and Class Counsel of the number of Eligible Members who elected to be compensated in cash, and of the number of such Eligible Members’ Eligible Reservations, broken down by First Reservations and Additional Reservations; and
  - (b) using the Detailed List (as defined in Section 26(a) of this Agreement), provide Priceline with the identity of the Eligible Members who elected or who have been deemed to have elected to be compensated by Coupon.
14. Within 60 Days after receipt of the information referred to in Section 13 of this Agreement, Priceline shall:
  - (a) pay to the Administrator by wire transfer the sum of the Net Amounts due for all Eligible Reservations to be compensated in cash;
  - (b) issue a Coupon to each Eligible Member who elected or who has been deemed to have elected to be compensated by Coupon, with a Coupon value that is the sum of the Net Amounts due for all such Eligible Member’s Eligible Reservations, and extend Priceline Platinum VIP status (and the benefits associated therewith) to each such Eligible Member, which status shall remain valid until the earlier of the date on which the Coupon is used and the date the Coupon expires; and

- (c) pay to Class Counsel the remaining portion of the Class Counsel Fees approved by the Court by wire transfer. Subject to the Court's approval, the remaining portion of the Class Counsel Fees shall equal 25% of the difference between the Gross Settlement Amount (calculated as indicated in Section 6 of this Agreement) and \$1,242,828 CAD, plus tax. Class Counsel shall provide all necessary banking information to complete said wire transfer.
15. Within 15 Days after receipt of the payment made by Priceline pursuant to paragraph 14(a) of this Agreement, the Administrator shall pay to each Eligible Member who elected to be compensated in cash the sum of the Net Amounts due for all such Eligible Member's Eligible Reservations. The payments shall be made by Interac e-transfer to the Eligible Member's email address, and the Eligible Member shall have 30 Days to accept the transfer. The uncashed Net Amounts shall thereafter form part of the remaining balance (*reliquat*).
16. The Administrator shall, 9 months, 18 months and 27 months following the issuance of the Coupons, send a reminder by email to all Eligible Members who were issued a Coupon and who have not yet used it, using the Detailed List (as defined in Section 26(a) of this Agreement). In each case, the reminder by email shall be sent on the date, in the last month, with the same calendar number as the date of issuance, or if there is no such calendar number, on the last day of the month. At the latest 7 Days before a reminder by email is to be sent, Priceline shall provide the Administrator with the identity of the Eligible Members who were issued a Coupon and who have not yet used it.
17. All Coupons shall expire 30 months following their issuance, on the date, in the last month, with the same calendar number as the date of issuance, or if there is no such calendar number, on the last day of the last month. Any Coupon remaining entirely unused at the time of its expiry shall be converted to its equivalent cash value Net Amount (using the final values for each type of Net Amount) and shall thereafter form part of the remaining balance (*reliquat*). Within 60 Days after the expiration of the Coupons, Priceline shall pay such cash value to the Administrator by wire transfer.
18. Within 30 Days after receipt of the payment made by Priceline pursuant to Section 17 of this Agreement, the Administrator and Priceline shall provide Class Counsel with a report consisting of affidavits of one or more representatives of the Administrator and of Priceline confirming (a) the date of payment of the Class Counsel Fees approved by the Court; (b) the Notice of Approval Publication Date; (c) the number of Elections validly submitted to the Administrator; (d) the number of Eligible Members who elected to be compensated in cash and the total of all Net Amounts distributed to them (whether subsequently cashed or not); (e) the number of Eligible Members who elected or were deemed to have elected to be compensated by Coupon and the total of the Net Amounts distributed to them (whether the Coupons have been used or not); and (f) the total amount of the remaining balance (*reliquat*) (the "**Administration Report**").
19. Within 30 Days after receipt of the Administration Report, Class Counsel shall file same with the Court as well as an application for the distribution of the remaining balance (*reliquat*) and for the closing of the Class Action as regards Priceline (the "**Closing Application**"). The



Closing Application and the Administration Report shall be notified to Priceline and to the Fonds d'aide aux actions collectives (the "**Fund**").

20. Within 30 Days after the judgment of the Court on the Closing Application becomes final, the Administrator shall pay the remaining balance (*reliquat*) in accordance with the conclusions of the Court, notably in respect of the percentage owed to the Fund under Section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and Paragraph 1(1°) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1, r. 2 (or any other provision then applicable, as the case may be).
21. Priceline shall pay for the Notice and Distribution Costs.
22. The Gross Settlement Amount and the Notice and Distribution Costs shall constitute the total, full, complete and final amount payable by Priceline in capital, interest, additional indemnity, fees, disbursements, taxes and costs of any kind. Priceline shall not be required to pay any amount other than the Gross Settlement Amount and the Notice and Distribution Costs under this Agreement.

#### **IV. CLASS COUNSEL FEES**

23. For a dispute settled after the authorization of the Class Action but before the trial on the merits, the fee agreement entered into by Plaintiff and Class Counsel provides for a payment to Class Counsel representing 25% of the sum recovered for the class members plus tax, in addition to the reimbursement of disbursements incurred and applicable taxes. On the basis of this fee agreement, Class Counsel intends to seek Court approval of Class Counsel Fees representing 25% of the Gross Settlement Amount plus tax, in addition to disbursements incurred and applicable taxes.
24. This Agreement is in no way conditional on Court approval of the Class Counsel Fees sought by Class Counsel, and no modification made by the Court to such Class Counsel Fees shall cause the termination or nullity of this Agreement.

#### **V. PRE-APPROVAL AND APPROVAL PROCEDURES**

25. Promptly following the execution of this Agreement, Class Counsel shall file with the Court an application for:
  - (a) the amendment of the Original Priceline Class as underlined below, solely as regards Priceline, to create a class constituted of Eligible Members only (the "**Settlement Class**"):

[...] Consumers within the meaning of the *Consumer Protection Act* [...] who (1) made a reservation for accommodation with the Defendant Priceline.com, L.L.C. ("**Priceline**") on the website [priceline.com](http://priceline.com) between January 27, 2017 and June 17, 2023 or on Priceline's mobile application between January 27, 2017 and January 9, 2024 (for the mobile application

available on the Google Play store) or January 12, 2024 (for the mobile application available on the Apple App Store); (2) at the time of such reservation, resided in Québec and were located in Québec; (3) made their reservation directly on Priceline’s website or mobile application, and not via any intermediary, agency, or “white-label” business; (4) did not cancel their reservation; and (5) 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. [...]

- (b) the approval of an opt out period of 30 Days (the “**New Opt Out Period**”) from the date of publication of the Notice of Approval Hearing and Opt Out by email, pursuant to Section 26(b) of this Agreement (the “**Notice of Approval Hearing and Opt Out Publication Date**”), solely for Eligible Members having made one or more Eligible Reservations with Priceline on or after May 14, 2022, and solely in respect of such Eligible Reservations;
- (c) the approval of the Opt Out Procedure;
- (d) the approval of the form, content and mode of publication (as set out in Section 26 of this Agreement) of the Notice of Approval Hearing and Opt Out;
- (e) the scheduling of the Approval Hearing; and
- (f) an order that Eligible Members who wish to comment on this Agreement or intend to object to its approval comply with the Procedure for Comments and Objections.

26. Subject to the Court’s approval, the Notice of Approval Hearing and Opt Out shall be published as follows:

- (a) Within 30 Days after the judgment of the Court approving the form, content and mode of publication of the Notice of Approval Hearing and Opt Out, Priceline shall provide the Administrator with a list setting out the name and email address of each Eligible Member, each Eligible Member’s number of Eligible Reservations, and, if available using reasonable commercial efforts based on data in Priceline’s possession, each Eligible Member’s last-known telephone number (the “**Detailed List**”);
- (b) The Administrator shall send the Notice of Approval Hearing and Opt Out by email to all Eligible Members, using the Detailed List;
- (c) Two (2) Days after the Notice of Approval Hearing and Opt Out Publication Date, the Administrator shall send a single SMS message containing a hyperlink to the Notice of Approval Hearing and Opt Out and a brief message concerning this Agreement to all Eligible Members for which the Administrator shall have received a Bounce Back; and
- (d) Class Counsel shall post the Notice of Approval Hearing and Opt Out on the Class Action Registry and on the website of Trudel Johnston & Lespérance S.E.N.C.

27. An Eligible Member having made one or more Eligible Reservations with Priceline on or after May 14, 2022 who does not wish to be included in the Class Action (and therefore does not wish to be bound by this Agreement) may opt out of the Class Action by writing to the Clerk of the Superior Court of Québec by the end of the New Opt Out Period, with a copy to Class Counsel, subject to the Court's approval of this procedure (the "**Opt Out Procedure**"). Any such Eligible Member who opts out of the Class Action in accordance with the Opt Out Procedure shall lose the status of Eligible Member and the right to benefit from this Agreement, but solely in respect of Eligible Reservations made with Priceline on or after May 14, 2022. Class Counsel shall transfer any opt out notice it receives to Counsel for Priceline within 5 Days after receipt.
28. Eligible Members can comment on this Agreement or object to its approval. Any objections or comments, including all briefs or other papers or evidence in support thereof, and including the notice of an Eligible Member's intention to be heard at the Approval Hearing, shall be sent to Class Counsel within 30 Days after the Notice of Approval Hearing and Opt Out Publication Date (the "**Procedure for Comments and Objections**"). Class Counsel shall transfer any written objection or comment to Counsel for Priceline and to the Court within 5 Days following receipt.
29. In anticipation of the Approval Hearing, Class Counsel and Counsel for Priceline shall agree on the form and content of the Notice of Approval and Class Counsel shall file with the Court an application for:
- (a) the approval of this Agreement;
  - (b) the appointment of the Administrator;
  - (c) the approval of Class Counsel Fees; and
  - (d) the approval of the form, content and mode of publication (as set out in Section 30 of this Agreement) of the Notice of Approval;
- (the "**Approval Application**").
30. Subject to the Court's approval, the Notice of Approval shall be published as follows:
- (a) Using the Detailed List, the Administrator shall send the Notice of Approval by email to all Eligible Members, except the Eligible Members for which the Administrator shall have received a Bounce Back when sending the Notice of Approval Hearing and Opt Out by email, to which the Administrator shall instead send a single SMS message containing a hyperlink to the Notice of Approval and a brief message concerning the Election; and
  - (b) Class Counsel shall post the Notice of Approval on the Class Action Registry and on the website of Trudel Johnston & Lespérance S.E.N.C.

31. Within 30 Days after the Notice of Approval Publication Date, the Administrator shall send to all Eligible Members who have not, by such date, made an Election:
  - (a) a single follow-up email, to all such Eligible Members except the Eligible Members for which the Administrator shall have received a Bounce Back when sending the Notice of Approval Hearing and Opt Out by email; and
  - (b) a single SMS message containing a hyperlink to the Notice of Approval and a brief message concerning the Election.
32. The Parties undertake to cooperate to justify this Agreement and to support and demonstrate its fairness and reasonableness, with a view to obtaining Court approval thereof.
33. The Parties acknowledge that the Court may amend the form, content or mode of publication of the Notice of Approval Hearing and Opt Out or of the Notice of Approval, the length of the New Opt Out Period, the Opt Out Procedure, or the Procedure for Comments and Objections, which shall in no case cause the termination or nullity of this Agreement, unless such amendment entails a substantive change to the terms of this Agreement or a substantial increase to the Notice and Distribution Costs.
34. On the Effective Date, this Agreement shall be binding on all Eligible Members.

#### **VI. RELEASE, DISCHARGE AND FURTHER LAWSUITS**

35. On the Effective Date, Plaintiff, in his own name and on behalf of all Eligible Members, and on behalf of their agents, mandataries, representatives, heirs, successors and assigns, hereby gives a full, general and final release and discharge to Priceline, including its affiliates, related entities, subsidiaries, and their respective past or present directors, officers, shareholders, partners, employees, professionals, staff, agents, mandataries, representatives, insurers, heirs, successors and assigns (collectively, the “**Priceline Parties**”), for any past, current or future claim or cause of action of any kind whatsoever, whether known or unknown, that Plaintiff or any of the Eligible Members had, have or may have, relating directly or indirectly to the facts alleged in the Class Action or the exhibits in support thereof, for the period defined in the Settlement Class.
36. Plaintiff, in his own name and on behalf of all Eligible Members, and Class Counsel agree not to institute any further lawsuits against the Priceline Parties relating to the Class Action.
37. Plaintiff and Class Counsel agree not to disparage the Priceline Parties or to make any statements, whether written or oral, or commit any acts that are critical of, derogatory to, or otherwise present in a negative light the Priceline Parties or their products and services in relation to the facts alleged in the Class Action and the class period as extended.

#### **VII. TERMINATION AND NULLITY**

38. Except as set out in Sections 24 and 33, this Agreement is conditional upon the Court approving it in its entirety, failing which it shall terminate and be deemed null and void and shall

not give rise to any right or obligation in favour of or against the Parties (except this Section and Sections 44, 48, 51, 52 and 53 of this Agreement, which shall survive). The Parties shall be restored to their respective positions in the Class Action prior to the execution of this Agreement.

39. This Agreement is in no way conditional upon Court approval of any transaction between Plaintiff and KAYAK Software Corporation.

#### **VIII. MISCELLANEOUS PROVISIONS**

40. Plaintiff and Priceline agree to cooperate in the implementation of this Agreement.
41. Plaintiff and Priceline may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement, unless ordered otherwise by the Court.
42. The Court has exclusive jurisdiction regarding the implementation, execution, interpretation, management and application of this Agreement, and any litigation that may arise therefrom. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Québec and the Parties submit to the exclusive jurisdiction of the Superior Court of Québec, Judicial District of Montreal in this regard.
43. Class Counsel, on behalf of all Eligible Members, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken pursuant to this Agreement, and are expressly authorized on Plaintiff and the Eligible Members' behalves to enter into any modifications to this Agreement which Class Counsel deem appropriate.
44. Regardless of whether this Agreement is approved, terminated or deemed null and void, this Agreement and anything it contains, and any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any action taken to carry out this Agreement:
- (a) shall not constitute an admission by Priceline of any fault, wrongdoing or liability, of any violation of any statute or law, or of the truth or validity of any of the claims or causes of action arising out of the facts alleged in the Class Action;
  - (b) shall not constitute a waiver by Priceline of any right or defence in relation to any claim or cause of action of a member of the Original Priceline Class who is not a member of the Settlement Class or of a member of the Settlement Class who has opted out of the Class Action;
  - (c) shall not constitute a waiver by Priceline of any right or defence in relation to any claim or cause of action of a member of the Settlement Class or a waiver by Priceline of any right or defence in contesting the Class Action should this Agreement not be approved or otherwise be terminated and deemed null and void;
  - (d) shall not constitute a waiver by Plaintiff and the Eligible Members of any claim or cause of action against Priceline should this Agreement not be approved or otherwise be terminated and deemed null and void; and

- (e) shall not be referred to, offered as evidence or received in evidence in any pending or future action or proceeding, except in a proceeding referred to herein or to enforce this Agreement, to defend against the reassertion of discharged claims or causes of action, or as otherwise required by law.
45. This Agreement constitutes the full and entire agreement between the Parties. It supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements and agreements in principle in connection herewith. None of the Parties shall be bound by any prior obligations, conditions or representations with respect to the subject matter of this Agreement, unless expressly incorporated herein.
46. This Agreement may only be modified by a written instrument signed by or on behalf of all Parties.
47. This Agreement constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Québec*, CQLR c. CCQ-1991.
48. Plaintiff and Priceline agree that the terms of this Agreement were negotiated in good faith and reflect an agreement that was reached voluntarily after consultation with competent legal counsel. Neither Plaintiff nor Priceline, nor their counsel, shall be deemed the drafter of this Agreement for the purposes of construing the provisions thereof. This Agreement shall be interpreted according to its fair meaning and shall not be interpreted for or against any of the Parties as the drafter thereof.
49. In the event of a discrepancy between the wording of the notices to Eligible Members and this Agreement, the wording of this Agreement shall take precedence.
50. Any notification, request, instruction or other document to be given under this Agreement shall be in writing (including email) and shall be addressed as follows:

- (a) If to the attention of Plaintiff or Class Counsel:

M<sup>tres</sup> Lex Gill and Mathieu Charest-Beaudry  
**Trudel Johnston & Lespérance S.E.N.C.**  
750 Côte de la Place d'Armes, Suite 90  
Montreal, Québec H2Y 2X8  
Email : [lex@tjl.quebec](mailto:lex@tjl.quebec) and [mathieu@tjl.quebec](mailto:mathieu@tjl.quebec)

- and –

M<sup>tres</sup> Cory Verbauwhede and Bruno Grenier  
**Grenier Verbauwhede Avocats inc.**  
5215, Berri Street, Suite 102  
Montreal, Québec H2J 2S4  
Email : [cverbauwhede@grenierverbauwhede.ca](mailto:cverbauwhede@grenierverbauwhede.ca) and  
[bgrenier@grenierverbauwhede.ca](mailto:bgrenier@grenierverbauwhede.ca)

- and –

M<sup>re</sup> Peter Shams  
**Hadkel Shams S.E.N.C.R.L.**  
6560 De L'Esplanade Avenue, Suite 305  
Montreal, Québec H2V 4L5  
Email : [peter@hadkelshams.ca](mailto:peter@hadkelshams.ca)

(b) If to the attention of Priceline or Counsel for Priceline:

Legal Department  
**Priceline.com LLC**  
800 Connecticut Avenue  
Norwalk, CT 06854  
U.S.A.  
Email: [legal@priceline.com](mailto:legal@priceline.com)

- and –

M<sup>tres</sup> Corey Omer and Guillaume Charlebois  
**Davies Ward Phillips & Vineberg LLP**  
1501 McGill College Avenue, Suite 2600  
Montreal, Québec H3A 3N9  
Email : [comer@dwpv.com](mailto:comer@dwpv.com) and [gcharlebois@dwpv.com](mailto:gcharlebois@dwpv.com)

51. Each counsel or other person executing this Agreement in his or her name or on behalf of any of the Parties hereby warrants that he or she has the full authority to do so.
52. The Parties have expressly agreed that this Agreement be drafted in the English language.  
*Les Parties ont expressément convenu que cette Entente soit rédigée en langue anglaise.*
53. This Agreement may be signed in one or more counterparts, including via electronic signature, each of which shall be deemed to be valid and binding, and that such separate counterparts shall constitute together one and the same instrument, and such counterparts may be transmitted in pdf format by electronic mail.

*(The remainder of this page is intentionally left blank; signature page follows.)*

**IN WITNESS WHEREOF, PLAINTIFF AND PRICELINE AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:**

Signed on 31/05/2024



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**CHAFIK MIHOUBI** (in his own name and on behalf of all Eligible Members)

Signed on 03/06/2024



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**TRUDEL JOHNSTON & LESPÉRANCE S.E.N.C.**  
Class Counsel and Counsel for Plaintiff

Signed on 03/06/2024



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**GRENIER VERBAUWHEDE AVOCATS INC.**  
Class Counsel and Counsel for Plaintiff

Signed on 03/06/2024



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**HADEKEL SHAMS S.E.N.C.R.L.**  
Class Counsel and Counsel for Plaintiff

Signed on May 30, 2024

DocuSigned by:



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**PRICELINE.COM, L.L.C.**

Name: Heidi Garfield

Title: Senior Vice President and General Counsel

Signed on May 31, 2024

DocuSigned by:



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**DAVIES WARD PHILLIPS & VINEBERG LLP**  
Counsel for Priceline



# Schedule

**NOTICE OF HEARING FOR THE APPROVAL OF A SETTLEMENT AGREEMENT WITH  
PRICELINE.COM, L.L.C.**

**Chafik Mihoubi v. Priceline.com, L.L.C. et al.  
N° 500-06-001041-207**

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**PLEASE READ THIS NOTICE CAREFULLY, AS IT MAY AFFECT YOUR RIGHTS.**

***Settlement Agreement***

Plaintiff entered into a Settlement and Transaction Agreement (the "**Agreement**") with Defendant Priceline.com, L.L.C. ("**Priceline**").

The Agreement applies to the members of the class defined as follows (the "**Class**"):

Consumers within the meaning of the *Consumer Protection Act* who:

- (1) made a reservation for accommodation with the Defendant Priceline.com, L.L.C. ("**Priceline**")
  - on the website priceline.com between January 27, 2017 and June 17, 2023; or
  - on Priceline's mobile application between January 27, 2017 and January 9, 2024 (for the mobile application available on the Google Play store) or January 12, 2024 (for the mobile application available on the Apple App Store);
- (2) at the time of such reservation, resided in Québec and were located in Québec;
- (3) made their reservation directly on Priceline's website or mobile application, and not via any intermediary, agency, or "white-label" business;
- (4) did not cancel their reservation; and
- (5) 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.

The Agreement provides for an indemnity to be distributed to each member of the Class. This indemnity will be distributed in cash (by Interac e-transfer) or in the form of a single-use, non-combinable and non-transferable coupon that the member may redeem to make several types of reservations on Priceline's website or mobile application, up to 30 months after the coupon is issued. The member will have the opportunity to choose the method of distribution of his or her indemnity.

The Agreement provides that the total amount payable by Priceline will be variable and will depend on the choice made by the members of the Class as to the method of distribution of the indemnities. If all Class members elect to receive compensation in the form of a coupon, the total amount payable by Priceline will be CA\$ 1,621,080. If all Class members elect to receive

compensation in cash (by Interac e-transfer), the total amount payable by Priceline will be CA\$ 1,242,828. In both cases, these amounts include Class counsel's fees and disbursements and applicable taxes. Class counsel will ask the Court to approve fees of 25% of the total amount payable by Priceline, plus applicable taxes.

The amount of a Class member's indemnity will depend on the number of eligible reservations made by that member and his or her choice as to the method of distribution of the indemnity. After deduction of Class counsel fees of 25% (if approved by the Court), disbursements of Class counsel, and applicable taxes, the indemnities per member should be approximately as follows:

~ US\$ 10,45 in the form of a coupon for the first reservation;  
~ US\$ 6,49 in the form of a coupon for all additional reservations.  
(The value of a coupon will be converted to Canadian dollars on the basis of the exchange rate in effect at the time the coupon is used.)

- or -

~ US\$ 7,98 (being ~ CA\$ 10,78) in cash for the first reservation;  
~ US\$ 5,00 (being ~ CA\$ 6,75) in cash for all additional reservations.

The above is a summary of the highlights of the Agreement. The full text of the Agreement is available on the website of Class counsel Trudel Johnston & Lespérance ("TJL"): <https://tjl.quebec/recours-collectifs/reservation-dhebergement-en-ligne/>.

### ***Court approval of the Agreement***

For the Agreement to be valid, it must be approved by the Court. An application for approval of the Agreement will be presented before the Honourable Mr. Justice Martin F. Sheehan of the Superior Court on [insert date] in room \_\_\_ of the Montréal Courthouse. It will be possible to attend the hearing virtually at the following link: [insert link]. The date and time of the hearing may be modified by the Court. In this case, an update will be posted on the TJL website: <https://tjl.quebec/recours-collectifs/reservation-dhebergement-en-ligne/>.

### ***Right of exclusion for certain Class members***

**IF YOU HAVE BOOKED ACCOMMODATION WITH PRICELINE ON OR AFTER MAY 14, 2022, YOU MAY EXCLUDE YOURSELF FROM THE CLASS UNTIL [DATE], BUT ONLY FOR THESE RESERVATIONS.**

If you do nothing, you will be bound by the Agreement if it is approved by the Court.

If you exclude yourself from the Class, you will not be entitled to compensation under the Agreement for reservations made on or after May 14, 2022.

To exclude yourself, you must complete the exclusion form available on the TJL website and send it to the clerk's office of the Superior Court of Quebec:

**Quebec Superior Court Registry**  
1 Notre-Dame Street East  
Montréal (Québec) H2Y 1B6

You must also send a copy of this form by e-mail or by mail to Class counsel, at the following coordinates:

**Trudel Johnston & Lespérance**  
750 Côte de la Place d'Armes, Suite 90  
Montréal (Québec) H2Y 2X8  
Fax: 514-871-8800  
info@tjl.quebec

### ***Objection to the Agreement and comments***

Class members have the right to object to and comment on the Agreement. Subject to the above-mentioned right of exclusion, a Class member will remain a Class member whether or not he or she objects to the Agreement. If the Agreement is approved by the Court, all Class members who receive compensation under the Agreement will lose any right to sue Priceline regarding the advertisement of the price for reservations for accommodation on its website or mobile application between the dates indicated above in the description of the Class.

If you wish to object to or comment on the Agreement, you must send your objection or comment in writing no later than [insert date] by e-mail to TJJ at info@tjl.quebec or by fax to 514-871-8800. Your written submission must include:

- your name, address, e-mail address and telephone number;
- a brief statement of the reasons for your objection or comments; and
- whether you intend to attend the hearing in person or through a lawyer. In the latter case, you must provide the lawyer's name, address, e-mail address and telephone number.

TJJ will provide Priceline and the Court with a copy of the objections and comments received by [insert date].

Class members who do not oppose the Agreement and do not wish to comment on it are not required to attend the hearing for approval of the Agreement or to take any other action at this time.

If the Honourable Justice Martin F. Sheehan approves the Agreement, another notice will be published to inform you of the procedure and deadlines for choosing the method of distribution of your compensation.

You can contact the lawyers of Mr. Chafik Mihoubi, the representative plaintiff, at the following coordinates:

Fax: 514-871-8800  
E-mail: info@tjl.quebec



**TRUDEL JOHNSTON & LESPÉRANCE**  
750 Côte de la Place d'Armes, Suite 90  
Montréal (Québec) H2Y 2X8  
Toll-free: 1 844-588-8385

GRENIER VERBAUWHEDE |  VOCATS INC.

5215 Berri Street, Suite 102

Montréal (Québec) H2J 2S4

Telephone: 514-866-5599

E-mail: [info@grenierverbauwhede.ca](mailto:info@grenierverbauwhede.ca)

**AVIS D'AUDITION POUR L'APPROBATION D'UNE ENTENTE DE RÉGLEMENT AVEC  
PRICELINE.COM, L.L.C.**

**Chafik Mihoubi c. Priceline.com, L.L.C. et al.  
N° 500-06-001041-207**

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**VEUILLEZ LIRE CET AVIS ATTENTIVEMENT, CAR IL POURRAIT AVOIR UN IMPACT SUR  
VOS DROITS.**

***Entente de règlement***

Le demandeur a conclu une Entente de règlement (l'« **Entente** ») avec la défenderesse Priceline.com, L.L.C. (« **Priceline** »).

L'Entente s'applique aux membres du groupe défini comme suit (le « **Groupe** ») :

Tout consommateur au sens de la *Loi sur la protection du consommateur* qui :

(1) a fait une réservation pour un hébergement auprès de la défenderesse Priceline.com, L.L.C. (« **Priceline** »)

- sur le site web priceline.com entre le 27 janvier 2017 et le 17 juin 2023; ou
- sur l'application mobile de Priceline entre le 27 janvier 2017 et le 9 janvier 2024 (pour l'application mobile disponible sur le magasin Google Play) ou le 12 janvier 2024 (pour l'application mobile disponible sur l'App Store d'Apple);

(2) au moment de cette réservation, résidait au Québec et était situé au Québec;

(3) a fait cette réservation directement sur le site web ou l'application mobile de Priceline, et non via un intermédiaire, une agence, ou un distributeur en « marque blanche »;

(4) n'a pas annulé cette réservation; et

(5) a payé un prix supérieur au prix initialement annoncé, à l'exception des droits exigibles en vertu d'une loi fédérale ou provinciale lorsque, en vertu de cette loi, ces droits doivent être perçus directement du consommateur pour être remis à une autorité publique.

L'Entente prévoit qu'une indemnité sera distribuée à chaque membre du Groupe. Cette indemnité sera distribuée en argent (par virement Interac) ou sous la forme d'un coupon à usage unique, non combinable et non transférable que le membre pourra échanger pour effectuer plusieurs types de réservations sur le site web ou l'application mobile de Priceline, et ce, jusqu'à 30 mois après l'émission du coupon. Le membre aura l'opportunité de choisir la méthode de distribution de son indemnité.

L'Entente prévoit que le montant total payable par Priceline sera variable et dépendra du choix des membres du Groupe quant à la méthode de distribution des indemnités. Si tous les membres

du Groupe choisissent de recevoir une indemnité sous la forme d'un coupon, le montant total payable par Priceline sera de 1 621 080 \$ CA. Si tous les membres du Groupe choisissent de recevoir une indemnité en argent (par virement Interac), le montant total payable par Priceline sera de 1 242 828 \$ CA. Dans les deux cas, ces montants incluent les honoraires et déboursés des avocats en demande et les taxes applicables. Les avocats en demande demanderont à la Cour d'approuver des honoraires de 25 % du montant total payable par Priceline, plus les taxes applicables.

Le montant de l'indemnité d'un membre du Groupe dépendra du nombre de réservations éligibles faites par ce membre et de son choix quant à la méthode de distribution de l'indemnité. Après la déduction d'honoraires de 25 % (si ceux-ci sont approuvés par la Cour), des déboursés des avocats en demande et des taxes applicables, les indemnités par membre devraient approximativement être les suivantes :

~ 10,45 \$ US sous la forme d'un coupon pour la première réservation;  
~ 6,49 \$ US sous la forme d'un coupon pour toute réservation subséquente.  
(La valeur d'un coupon sera convertie en dollars canadiens selon le taux de change en vigueur au moment de l'utilisation du coupon.)

- ou -

~ 7,98 \$ US (soit ~ 10,78 \$ CA) en argent pour la première réservation;  
~ 5,00 \$ US (soit ~ 6,75 \$ CA) en argent pour toute réservation subséquente.

Le résumé qui précède fait état des points saillants de l'Entente. Le texte complet de l'Entente est disponible sur le site Web de Trudel Johnston & Lespérance (« TJL »), les avocats en demande : <https://tjl.quebec/recours-collectifs/reservation-dhebergement-en-ligne/>.

### ***Approbation de l'Entente par la Cour***

Pour que l'Entente soit valide, elle devra être approuvée par la Cour. Une demande d'approbation de l'Entente sera présentée devant l'Honorable juge Martin F. Sheehan de la Cour supérieure le [insérer date] en salle \_\_\_ du Palais de justice de Montréal. Il sera possible d'assister à l'audition virtuellement au lien suivant : [insérer le lien]. La date et l'heure de l'audition peuvent être modifiées par la Cour. Dans ce cas, une mise à jour sera affichée sur le site web de TJL : <https://tjl.quebec/recours-collectifs/reservation-dhebergement-en-ligne/>.

### ***Droit d'exclusion pour certains membres du Groupe***

**SI VOUS AVEZ FAIT DES RÉSERVATIONS POUR DES HÉBERGEMENTS AUPRÈS DE PRICELINE LE OU APRÈS LE 14 MAI 2022, VOUS POUVEZ VOUS EXCLURE DU GROUPE JUSQU'AU [DATE], MAIS SEULEMENT POUR CES RÉSERVATIONS.**

Si vous ne faites rien, vous serez lié par l'Entente si celle-ci est approuvée par la Cour.

Si vous vous excluez du Groupe, vous n'aurez pas droit aux indemnités prévues par l'Entente pour les réservations effectuées le ou après le 14 mai 2022.

Pour vous exclure, vous devez compléter le formulaire d'exclusion disponible sur le site web de TJL et le transmettre au greffe de la Cour supérieure du Québec :

**Greffes de la Cour supérieure du Québec**

1, rue Notre-Dame Est  
Montréal (Québec) H2Y 1B6

Vous devez aussi transmettre une copie de ce formulaire par courriel ou par la poste aux avocats en demande, aux coordonnées suivantes :

**Trudel Johnston & Lespérance**

750, Côte de la Place d'Armes, bureau 90  
Montréal (Québec) H2Y 2X8  
Télécopieur : 514-871-8800  
info@tjl.quebec

***Objection à l'Entente et commentaires***

Les membres du Groupe ont le droit de s'opposer à l'Entente et de formuler des commentaires à son égard. Sous réserve du droit d'exclusion mentionné ci-dessus, un membre du Groupe restera un membre du Groupe, qu'il s'oppose ou non à l'Entente. Si l'Entente est approuvée par la Cour, tous les membres du Groupe qui recevront une indemnité dans le cadre de l'Entente perdront tout droit de poursuivre Priceline pour l'affichage du prix pour une réservation d'hébergement sur son site Internet ou sur son application mobile entre les dates indiquées ci-dessus dans la description du Groupe.

Si vous désirez vous opposer à l'Entente ou formuler des commentaires à son égard, vous devez envoyer votre opposition ou vos commentaires par écrit au plus tard le [insérer date] par courriel à TjL, à info@tjl.quebec, ou par télécopieur, au 514-871-8800. Votre document écrit doit inclure :

- vos nom, adresse, courriel et numéro de téléphone;
- un bref exposé des raisons de votre opposition ou de vos commentaires; et
- si vous avez l'intention d'assister à l'audition en personne ou par l'intermédiaire d'un.e avocat.e. Dans ce dernier cas, vous devez transmettre le nom, l'adresse, l'adresse électronique et le numéro de téléphone de l'avocat.e.

TjL transmettra à Priceline et à la Cour une copie des oppositions et commentaires reçus avant le [insérer date].

Les membres du groupe qui ne s'opposent pas à l'Entente et qui ne désirent pas formuler des commentaires à son égard n'ont pas à se présenter à l'audition pour l'approbation de l'Entente ni à prendre d'autres mesures pour le moment.

Si l'Honorable juge Martin F. Sheehan approuve l'Entente, un autre avis sera publié pour vous informer de la procédure et des délais pour choisir la méthode de distribution de votre indemnité.

Vous pouvez contacter les avocats de monsieur Chafik Mihoubi, le représentant, aux coordonnées suivantes :





TRUDEL JOHNSTON & LESPÉRANCE

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

Montréal (Québec) H2Y 2X8

Sans frais : 1 844-588-8385

Télec. : 514-871-8800

Courriel : [info@tjl.quebec](mailto:info@tjl.quebec)

GRENIER VERBAUWHEDE |  AVOCATS INC.

5215, rue Berri, bureau 102

Montréal (Québec) H2J 2S4

Téléphone : 514-866-5599

Courriel : [info@grenierverbauwhede.ca](mailto:info@grenierverbauwhede.ca)

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

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**COUR SUPÉRIEURE**

(Actions collectives)

DISTRICT DE MONTRÉAL

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**CHAFIK MIHOUBI**

Demandeur

c.

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

Défenderesses

Notre dossier: 1448-1

BT 1415

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**PIÈCE PK-1 AU SOUTIEN DE LA DEMANDE POUR  
MODIFICATION DU GROUPE À DES FINS DE  
RÈGLEMENT ET D'APPROBATION DE DEUX  
ENTENTES DE RÈGLEMENT ET ORDONNANCES  
CONNEXES**

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***ORIGINAL***

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Avocats:

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

M<sup>e</sup> 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](mailto:mathieu@tjl.quebec)

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