

C A N A D A

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT  
(Class Actions)

---

NO: 500-06-001050-208

CHNEOUR ZALMAN CHICHEPORTICHE  
BEN TELLIS, [REDACTED]  
[REDACTED]

Applicant

-vs-

**RSH TRAVEL INC.** (d.b.a. Cheapoair), legal  
person having its head office at 7100  
Woodbine Avenue, suite 408, Markham,  
Ontario, L3R 5J2

Defendant

---

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO  
APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF  
(ARTICLES 571 AND FOLLOWING C.C.P)**

---

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN  
AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATES:**

1. Applicant wishes to institute a class action on behalf of the following class of which he is a member, namely:

**Class:**

All legal and natural persons in Canada, who, since March 10, 2017, made a booking for anywhere in the world using any of RSH Travel Inc.s' websites or mobile applications (including [www.cheapoair.ca](http://www.cheapoair.ca), [www.cheapoair.com](http://www.cheapoair.com), [www.Onetravel.ca](http://www.Onetravel.ca) and [www.Onetravel.com](http://www.Onetravel.com)) and who were charged a price higher than the price initially displayed as final and indicated as the Total Charge on their Booking Confirmation email;

(hereinafter referred to as the "**Class**")

or any other Class to be determined by the Court;

## I. THE DEFENDANT

2. The Defendant RSH Travel Inc. (hereinafter “**RSH**”), is a corporation carrying on as travel agents (*Agences de voyages et de vente de billets*). It is headquartered in Ontario and has a principal establishment in Pointe-Claire, Quebec (*Vacances Royal Scenic*), the whole as appears from an extract of the CIDREQ disclosed herewith as **Exhibit P-1**;
3. As it appears from Exhibit P-1, Cheapoair.ca and Cheapoair.com are trademarks and names used by RSH. Onetravel.ca and Onetravel.com are also owned by RSH;
4. RSH’s online presence enables it to enter into distance contracts with consumers and thus carry on business across Canada, including in the province of Quebec;
5. As a result of this online presence, RSH generates substantial revenues from acting as digital-aged travel agents (Applicant estimates that its sales are in the billions of dollars during the Class Period);
6. In the “About us” section of one of its website (<https://www.cheapoair.ca/about-us/>), RSH describes Cheapoair as follows, Applicant disclosing **Exhibit P-2**:

“CheapOair.ca offers one of the **largest selections of airfares, hotels, car rentals, vacation packages and travel deals obtained from multiple sources**, including three of the most respected and widely used reservation systems and fifteen other discounted rates data sources to bring the best value to our customers.

[...]

CheapOair.ca is comprised of dedicated travel professionals, each with over 25 years in consumer travel and tourism. Together, they shape the vision of CheapOair.ca, to provide a wide selection of travel products and services for today's budget conscious traveler.

**Our portfolio of products include over 18 million discounted flight deals, low airfare guarantees, and 84,000 discounted hotel rates** and the technological foundation to deliver affordable tickets to every region in the world. As a one-stop travel solution, we offer consumers the ability to research, plan and **book airfare, vacation packages, hotel rooms and car rentals**.

7. In an article published on Yahoo! Finance on March 6, 2020, in which a Senior VP is quoted, Cheapoair is described as “*the leading provider of affordable airfare*”, Applicant disclosing **Exhibit P-3**;

## **II. THE ISSUE**

8. During the Class Period, RSH advertises and displays a price on its websites and mobile applications as the “Final Total Price” and processes its customers payments giving the impression that the “Final Total Price” displayed at the last step (the step where payment information is provided) is the one that they will charge;
9. After the payment information is entered by the customer and processed, RSH then sends its customers a “Booking Confirmation” by email again showing the same final/total price (i.e. the “**Final Total Price**” which it had previously indicated as final when accepting payment) as the “**Total Charge**”;
10. The problem is that RSH then charges its customers more than the price that it had displayed as “Final Total Price” and which it confirmed by email as the “Total Charge”;
11. This practice is illegal as it contravenes consumer protection legislation in Quebec and across Canada, the *Civil Code of Quebec* and Canada’s *Competition Act* (ss. 52 and 54);
12. This class action seeks the reimbursement of the difference between the amounts that the Class members were charged and the price displayed on RSH’s platforms as “Final” and in their Booking Confirmation emails as “Total Charge”;
13. Given that RSH is a merchant within the meaning of Quebec *Consumer Protection Act* (the “CPA”) and that its activities are governed by this legislation, among others, the Applicant is also seeking collective recovery for punitive damages in the aggregate amount of \$20 million;

## **III. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF (SECTION 575 C.C.P.):**

### **A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:**

#### ***Applicant’s Claim against RSH for violations of arts. 12 and 224 (c) CPA and 52 and 54 of the Competition Act:***

14. The Applicant is a consumer within the meaning of the CPA;
15. The circumstances leading up to the Applicant contracting with RSH to reserve a

flight for his personal needs are detailed in the following paragraphs;

16. On March 1, 2020, the Applicant made a reservation using the [www.cheapoair.ca](http://www.cheapoair.ca) website for four (4) passengers for a flight from Montreal to Paris (for himself, his wife and two children);
17. On the checkout page, the total price displayed by Cheapoair for the four tickets was **\$1,688.94**;
18. Immediately after entering his CIBC Visa credit card information (thereby completing the booking) to pay the final total price that was always displayed as \$1,688.94, Cheapoair sent a "Booking Confirmation" (#67364129) confirming "**Total Charge: C\$1688.94**", as it appears from the email originating from [cheapoair@cheapoair.ca](mailto:cheapoair@cheapoair.ca) disclosed herewith as **Exhibit P-4**;
19. On March 1, 2020, the Applicant's same CIBC Visa credit was charged **\$1,723.06** for the same booking #67364129 that he had just made on [www.cheapoair.ca](http://www.cheapoair.ca), as it appears from an extract of his credit card statement disclosed herewith as **Exhibit P-5**;
20. On March 2, 2020, the Applicant's same credit card was charged a second time in the amount of **\$17.00** (COA\*CHEAPOAIR.CA) for the same booking #67364129;
21. The Applicant was charged a total of \$1740.06 for Cheapoair booking #67364129, instead of \$1,688.94 and hereby claims the difference of **\$51.12** from RSH for violations of articles 12 and 224(c) CPA, and sections 52 and 54 of the *Competition Act*;
22. The Defendant's practice also violates its own terms & conditions which notably provide the following at page 6 thereof, Applicant disclosing **Exhibit P-6**:

"Important Note: All service fees are subject to change without notice. **YOU WILL BE CHARGED THE FINAL TOTAL PRICE AS QUOTED REGARDLESS OF ANY CHANGE OR VARIANCE IN THE SERVICE FEES.**

**Please review the total final price carefully.**

[our emphasis in bold]

23. In these circumstances, the Applicant is also justified in claiming punitive damages pursuant to article 272 CPA on behalf of all class members in the aggregate sum of \$20 million, subject to adjustment;
24. Indeed, RSH's conduct is lax, careless, passive and ignorant with respect to consumers' rights and to their own obligations;

25. RSH's patrimonial situation is so significant that the foregoing amount of punitive damages is appropriate in the circumstance;

**B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:**

26. By reason of RSH's unlawful conduct, the Applicant and Class members have suffered a prejudice, which they wish to claim, every time Class members completed a transaction on RSH's websites or mobile applications (including but not limited to Cheapoair.ca, Cheapoair.com, Onetravel.ca and Onetravel.com) and then were charged more than the price indicated as "final";
27. The Applicant's and Class members' damages are a direct and proximate result of RSH's misconduct and bad faith;
28. As such, all Class members have a common interest both in proving the commission of a prohibited business practice (pursuant to Canadian consumer protection legislation or the *Competition Act*) by RSH and in claiming the aggregate of the amounts unlawfully charged to them by RSH;
29. In this case, the legal and factual backgrounds at issue are common to all the members of the Class, namely whether RSH is allowed to display or advertise one price as "final", confirm this same price as "final" in its booking confirmation email and subsequently charge Class Members a higher price;
30. Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application;
31. **The recourses of the Class members raise identical, similar or related questions of fact or law, namely:**
- a) Is RSH violating articles 12 and 224(c) CPA?
  - b) Is RSH violating ss. 52 or 54 of the *Competition Act*?
  - c) Is RSH acting in bad faith?
  - d) If so, are the Class members entitled to claim the amounts overcharged and punitive damages, plus interest and the additional indemnity set out in the *Civil Code of Quebec* on these amounts, from the date of service of the Application for authorization?
  - e) Should an injunctive remedy be ordered to prohibit RSH from continuing to perpetrate the unfair, deceitful and illegal practice?

**C) THE COMPOSITION OF THE CLASS**

32. The composition of the Class makes it difficult or impracticable to apply the rules

for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;

33. In the "About Us" section of its website (Exhibit P-2), RSH boasts that Cheapoair "offers the largest selections of airfares, hotels, car rentals, vacation packages and travel deals" and that its "portfolio of products include over 18 million discounted flight deals, low airfare guarantees, and 84,000 discounted hotel rates" (this class action is not limited to airfare bookings and seeks reimbursement for each time RSH charged more than the price it declared as "final");
34. The Applicant personally knows of one other person who experienced the same situation as him. Additionally, it appears that this problem is widespread as many people have complained about being overcharged by Cheapoair in the same manner as the Applicant was;
35. For instance, the website [www.complaintwire.org](http://www.complaintwire.org) has a thread titled "COA\*AIRLINETAXES & FEES" (the same "COA\*" reference that appears on Applicant's credit card statement, Exhibit P-5), where consumers who contracted with Cheapoair claim to have been charged more than the price indicated as final, Applicant disclosing the thread as **Exhibit P-7**, which includes the following:
  - *"they charged me the fees for air ticket, then an additional 25 \$ airline taxes and fees! I would never buy anything from that website ever!"*
  - *"Same thing happened to me! Just checked my credit card statement and \$60 extra in charges under:  
  
COA\*AIRLINETAXES&FEES  
  
Im enraged. There should be a way to get that money back."*
  - *"Same here. Used Cheapo for several years with great success and without additional fees that were not documented in the initial agreement. Now I'm charged \$33 extra as a "Service Fee," which Cheapo took the liberty of adding to my credit card without my knowledge or agreement. No more Cheapo for me."*
  - *"U charged me too extra 17..00 will never use ur service very deceptive. I want my money back it does not add up to promised fee." [this last message was posted on October 27, 2018].*
36. Based on the above, the number of persons included in the Class is modestly estimated in tens of thousands during the Class Period;

37. The names and addresses of all persons included in the Class are not known to the Applicant, however, are in the possession of RSH, since an email address and credit card (or other payment method) must be provided in order to make a reservation;
38. Class members are very numerous and are dispersed across the province, across Canada and elsewhere;
39. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;
40. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

**D) THE CLASS MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS**

41. The Applicant requests that he be appointed the status of representative plaintiff for the following main reasons:
  - a) He is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
  - b) He is competent, in that he has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
  - c) His interests are not antagonistic to those of other Class members;
42. Additionally, the Applicant respectfully adds that:
  - a) He contacted and mandated his attorneys to file the present application for the sole purpose of having his rights, as well as the rights of other Class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of RSH's fault and so that RSH can be held accountable;
  - b) He has the time, energy, will and determination to assume all the responsibilities incumbent upon him in order to diligently carry out the action;
  - c) He cooperates and will continue to fully cooperate with his attorneys, who have experience in consumer protection-related class actions;
  - d) He has read this Application prior to its court filing and reviewed the exhibits in support thereof;
  - e) He understands the nature of the action;

#### **IV. DAMAGES**

43. During the Class Period, it appears that RSH has generated aggregate amounts in the millions of dollars while intentionally choosing to ignore the law in Canada and Quebec, including the obligation to act in good faith;
44. In light of the foregoing, the following damages may be claimed against RSH:
  - a) compensatory damages, in an amount to be determined, on account of the damages suffered; and
  - b) punitive damages of \$20 million pursuant to section 272 *CPA*.

#### **V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

45. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages, with injunctive relief;
46. The conclusions that the Applicant wishes to introduce by way of an originating application are:

**ALLOW** the class action of the Plaintiff and the members of the Class against the Defendant;

**ORDER** the Defendant to cease charging consumers a higher price than which it displays and declares as “final”;

**CONDEMN** the Defendant to pay the Plaintiff and the Class Members the difference between the amounts that they were charged and the price displayed on RSH’s platforms as “final” and in their Booking Confirmation emails as “Total Charge”;

**ORDER** that the above condemnation be subject to collective recovery;

**CONDEMN** Defendant to pay the Plaintiff and Class Members the sum of \$20 million, subject to adjustment, in punitive damages and **ORDER** that this condemnation be subject to collective recovery;

**CONDEMN** the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;

**ORDER** the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

**ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

**CONDEMN** the Defendant to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

**RENDER** any other order that this Honourable Court shall determine;

47. The interests of justice favour that this Application be granted in accordance with its conclusions;

## **VI. JURISDICTION**

48. The Applicant suggests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, because he is a consumer and resides in this district.

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

**AUTHORIZE** the bringing of a class action in the form of an originating application in damages and injunctive relief;

**APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

#### **Class:**

All legal and natural persons in Canada, who, since March 10, 2017, made a booking for anywhere in the world using any of RSH Travel Inc.s' websites or mobile applications (including [www.cheapoair.ca](http://www.cheapoair.ca), [www.cheapoair.com](http://www.cheapoair.com), [www.Onetravel.ca](http://www.Onetravel.ca) and [www.Onetravel.com](http://www.Onetravel.com)) and who were charged a price higher than the price initially displayed as final and indicated as the Total Charge on their Booking Confirmation email;

or any other Class to be determined by the Court;

**IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

- a) Is RSH violating articles 12 and 224(c) CPA?
- b) Is RSH violating ss. 52 or 54 of the *Competition Act*?
- c) Is RSH acting in bad faith?
- d) If so, are the Class members entitled to claim the amounts overcharged and punitive damages, plus interest and the additional

indemnity set out in the *Civil Code of Quebec* on these amounts, from the date of service of the Application for authorization?

- e) Should an injunctive remedy be ordered to prohibit RSH from continuing to perpetrate the unfair, deceitful and illegal practice?

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

**ALLOW** the class action of the Plaintiff and the members of the Class against the Defendant;

**ORDER** the Defendant to cease charging consumers a higher price than which it displays and declares as “final”;

**CONDEMN** the Defendant to pay the Plaintiff and the Class Members the difference between the amounts that they were charged and the price displayed on RSH’s platforms as “final” and in their Booking Confirmation emails as “Total Charge”;

**ORDER** that the above condemnation be subject to collective recovery;

**CONDEMN** Defendant to pay the Plaintiff and Class Members the sum of \$20 million, subject to adjustment, in punitive damages and **ORDER** that this condemnation be subject to collective recovery;

**CONDEMN** the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;

**ORDER** the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

**ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

**CONDEMN** the Defendant to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

**RENDER** any other order that this Honourable Court shall determine;

**DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgement to be rendered on the class action to be instituted in

the manner provided for by the law;

**FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgement to be rendered herein;

**ORDER** the publication of a notice to the members of the Class in accordance with article 579 C.C.P. within sixty (60) days from the judgement to be rendered herein in the “News” sections of the Saturday editions of the Journal de Montréal and the Montreal Gazette;

**ORDER** that said notice be published on the Defendant’s website, Facebook page and Twitter account, in a conspicuous place, with a link stating “Notice of a Class Action”;

**ORDER** the Defendant to send an Abbreviated Notice by e-mail to each Class member, to their last known e-mail address, with the subject line “Notice of a Class Action”;

**ORDER** the Defendant and their representatives to supply class counsel, within thirty (30) days of the judgment rendered herein, all lists in their possession or under their control permitting to identify Class members, including their names, addresses, phone numbers and email addresses;

**RENDER** any other order that this Honourable Court shall determine;

**THE WHOLE** with costs including publication fees.

Montreal, March 10, 2020

*(s) LPC Avocat Inc.*

---

**LPC AVOCAT INC.**

Mtre Joey Zukran

Attorney for the Applicant

276 Saint-Jacques Street, Suite 801

Montréal, Québec, H2Y 1N3

Telephone: (514) 379-1572

Telecopier: (514) 221-4441

Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

**SUMMONS**  
(ARTICLES 145 AND FOLLOWING C.C.P)

---

**Filing of a judicial application**

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

**Defendant's answer**

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

**Failure to answer**

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

**Content of answer**

In your answer, you must state your intention to:

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

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

**Change of judicial district**

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

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

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

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

### **Calling to a case management conference**

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

### **Exhibits supporting the application**

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

- Exhibit P-1:** Extract of the CIDREQ for RSH Travel Inc.;
- Exhibit P-2:** Copy of the "About us" section Cheapoair's website available online at <https://www.cheapoair.ca/about-us/>;
- Exhibit P-3:** Copy of Yahoo! Finance article dated March 6, 2020;
- Exhibit P-4:** Copy of Applicant's email Booking Confirmation dated March 1, 2020 (booking confirmation #67364129);
- Exhibit P-5:** Copy of Applicant's CIBC Visa credit card statement (March, 2020);
- Exhibit P-6:** Copy of Cheapoair.ca's Terms & Conditions;
- Exhibit P-7:** Extract from the ComplaintWire website concerning Cheapoair's fees: <https://complaintwire.org/complaint/XrjaQUboSwY/cheapoair>.

These exhibits are available on request.

## Notice of presentation of an application

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

Montreal, March 10, 2020

*(s) LPC Avocat Inc.*

---

**LPC AVOCAT INC.**

Mtre Joey Zukran

Attorney for the Applicant

276 Saint-Jacques Street, Suite 801

Montréal, Québec, H2Y 1N3

Telephone: (514) 379-1572

Telecopier: (514) 221-4441

Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

**NOTICE OF PRESENTATION**  
(articles 146 and 574 al. 2 N.C.P.C.)

---

**TO: RSH TRAVEL INC. (d.b.a. Cheapoair)**  
7100 Woodbine Avenue, suite 408  
Markham, Ontario, L3R 5J2

**Defendant**

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

**GOVERN YOURSELVES ACCORDINGLY.**

Montreal, March 10, 2020

*(s) LPC Avocat Inc.*

---

**LPC AVOCAT INC.**

Mtre Joey Zukran  
Attorney for the Applicant  
276 Saint-Jacques Street, Suite 801  
Montréal, Québec, H2Y 1N3  
Telephone: (514) 379-1572  
Telecopier: (514) 221-4441  
Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

500-06-001050-208

---

(Class Action)  
SUPERIOR COURT  
DISTRICT OF MONTREAL

---

CHNEOUR ZALMAN CHICHEPORTICHE BEN TELLIS

*Applicant*

-VS.-

RSH TRAVEL INC. (D.B.A. CHEAPOAIR)  
*Defendant*

---

APPLICATION TO AUTHORIZE THE BRINGING OF  
A CLASS ACTION AND TO APPOINT THE STATUS  
OF REPRESENTATIVE PLAINTIFF  
(ARTICLES 571 AND FOLLOWING C.C.P.)

---

**ORIGINAL**

---

Mtre Joey Zukran  
**LPC AVOCAT INC.**  
Avocats • Attorneys  
276 Saint-Jacques Street, Suite 801  
Montréal, Québec, H2Y 1N3  
Telephone: (514) 379-1572 • Fax: (514) 221-4441  
Email: [jzukran@jpclex.com](mailto:jzukran@jpclex.com)

**BL 6059**

**N/D: JZ-209**

---