

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001371-257

SUPERIOR COURT
(Class Actions)

FABIOLA 

Applicant

v.

VACANCES SUNWING INC., legal person having a principal establishment at 3105 Place Louis R. Renaud, City and District of Laval, Province of Quebec, H7V 0A3

and

AIR CANADA, legal person having its head office at 7373 boulevard Côte Vertu West, Ville Saint-Laurent, District of Montreal, Province of Quebec, H4S 1Z3

and

AÉROPORTS DE MONTRÉAL, legal person having its head office at 800, Place Leigh-Capréol, bur. 1000, City and District of Montreal, Province of Quebec, H4Y 0A5

and

BELL CANADA, legal person having its elected domicile at 4300-22 Adelaide Street West, Toronto, Ontario, M5H 4E3

and

BCE INC., legal person having its head office at A-7-1 Carrefour Alexander-Graham-Bell Verdun, District of Montreal, Province of Quebec, H3E 3B3

AMENDED APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
(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 APPLICANTS STATE:

1. The Applicant seeks authorization to institute a class action on behalf of the following class of which she is a member, namely:

All persons impacted by the outage at the Montreal Airport that began on March 25, 2025, until the outage was resolved. (hereinafter referred to as the “ Class ”) or any other class to be determined by the Court;	Toutes les personnes touchées par la panne à l'aéroport de Montréal qui a débuté le 25 mars 2025, jusqu'à ce que la panne soit résolue. (ci-après le « Groupe ») ou tout autre groupe à être déterminé par la Cour;
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I. CONDITIONS REQUIRED TO AUTHORIZE A CLASS ACTION (S. 575 C.C.P.):

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

2. On March 25, 2025, the Applicant was scheduled to travel with Sunwing from Montreal to Cancun, from the Aéroport international Pierre-Elliott-Trudeau de Montréal, operated by the Defendant Aéroports de Montréal (referred to herein also as “**ADM**”);
3. The Applicant and her boyfriend paid \$5,000 for their 5-day vacation to Cancun with Defendant Sunwing;
4. The Applicant’s flight was scheduled to depart at 9:30 a.m. on March 25, 2025;
5. Unbeknownst to the Applicant and the thousands of travelers, the night before the Montreal Airport underwent some kind of **network** update **conducted jointly between ADM and Bell Canada** that went sour, causing absolute chaos at the **ADM**, as it appears from the news articles and reports communicated *en liasse* as **Exhibit P-1**;
- 5.1 On March 25, 2025, at 21h15, Defendants BCE Inc. and Bell Canada (collectively referred to herein as “**Bell Canada**”) admitted their involvement and liability in the chaos, and also admitted that the class members suffered

damages for which they apologized, Applicant disclosing Bell Canada's statement as **Exhibit P-5**:

**Statement from Bell Canada on the situation at Aéroport International Montréal
Trudeau**

As the managed services provider for Aéroports de Montréal (ADM), Bell, along with the team at ADM, has been conducting network upgrades to the ADM infrastructure. The upgrade was tested in the lab and the first phase was successfully deployed. In the final upgrades overnight on March 25, 2025, there was some unexpected behaviour in the ADM network, which took the connection offline, impacting airport operations throughout the day. We sincerely apologize to everyone who has been impacted by this outage. We recognize that this has greatly inconvenienced people travelling through and working at ADM and are fully aware of the impact this has on those affected. Our focus is on restoring services as quickly as possible, and we will be making a full assessment of the root cause once services have been restored.

- 5.2 Bell Canada manages the ADM's infrastructure. Although Bell Canada declared that "the upgrade was tested in the lab", it is obvious from the result that they did not have a lab that is a replication of production. Additionally, they did not have the proper roll-back in place, which would have swiftly prevented the chaos on the morning of March 25, 2025 through March 26, 2025;
6. Applicant communicates her Sunwing Boarding Pass as **Exhibit P-2**;
7. The Applicant's flight was delayed and she was initially informed that her flight would only leave at 4:00 p.m. (without Sunwing specifying a reason), as it appears from the text message from Sunwing disclosed as **Exhibit P-6**. Applicant was later notified by Sunwing that she would only leave Montreal at 10:00 p.m. (arriving in Cancun at 1:00 a.m. the following day, and losing a full day of her 5-day vacation) "due to power/ network outage at the airport", as it appears **Exhibit P-6**;
8. Neither Defendant Sunwing nor the Aéroports de Montréal offered the Applicant any form of compensation whatsoever; not even a snack (only the Aéroports de Montréal offered her a bottle of water and candied fruit snacks during the 24+ hour wait). Applicant communicates a picture of the mini-bag of Welch's candied fruit she received as **Exhibit P-7**;
- 8.1 Finally, at 4:51 p.m., Sunwing sent another text message informing Applicant and all passengers that their flight to Cancun would not depart that day, and would only depart on March 26, 2025, at 6:45 a.m., "due to power/ network outage at the airport", as it appears from **Exhibit P-8**;
- 8.2 Applicant and her boyfriend had to then leave the airport and return home, incurring additional costs to leave the airport and return the next morning at 4:00 a.m. The Applicant suffered obvious stress, troubles and inconveniences for

which she seeks compensation solidarily from the Defendants. Applicant also suffered loss of enjoyment of two out of five of her vacation days in Cancun for which she is entitled to and hereby seeks compensation for solidarily from the Defendants;

9. The similar chaos and delays impacted Air Canada, as appears from the CBC article communicated as **Exhibit P-3** stating: “*The airport says the delays are **mainly at check-in for Air Canada and Sunwing** domestic and international flights*”;
10. The Applicant and all class members have suffered real and quantifiable damages as a result of the Defendants’ gross negligence and failure to inform, for which she holds them solidarily liable. Sunwing could have mitigated its damages by informing Applicant and all of their passengers of the outage early in the morning of March 25, 2025, before they arrived to the airport, but Sunwing did not have enough staff (with only 3 or 4 employees on site to manage the chaos that morning);
11. Additionally, the troubles and inconvenience caused as a direct result of the Defendants’ faults and gross negligence as alleged above exceed the normal inconveniences that a person travelling in the twenty-first century encounters and should be required to accept. Indeed, a full day stuck in an airport – on a Sunwing or Air Canada ticket – is unacceptable;
12. Applicant communicates the Business information statements from the Quebec Enterprise Register for the Defendants *en liasse* as **Exhibit P-4**;
13. The Applicant is entitled to claim, and does hereby claim, on her behalf and on behalf of all Class Members, compensatory damages from Sunwing (article 1458 CCQ and the CPA, notably for failure to inform) and from the Aéroports de Montréal and Bell Canada for gross negligence (article 1457 CCQ), including but not limited to a reduction in her obligations and damages for stress, troubles and inconvenience and loss of enjoyment (in aggregate amounts on behalf of the class to be determined on the merits);
14. The Applicant also claim punitive damages on for violations of the *Consumer Protection Act* and the *Quebec Charter*, given that the Defendants failed to put adequate measures in place during the purported “update” and must be held accountable to ensure that such a major disruption at a major international airport, such as ADM, does not happen again;

B) THE COMMON QUESTIONS

15. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
 - a) Did any of the Defendants commit a fault or were they grossly negligent?

- b) Are Class Members entitled to a reduction of their obligations, damages and/or punitive damages, and in what amounts?
- c) Did the Aéroports de Montréal or Bell Canada commit an extracontractual fault? If so, are Class Members entitled to damages and in what amounts?

C) THE COMPOSITION OF THE CLASS

- 16. 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;
- 17. The Applicant conservatively estimates the number of persons included in the Class to be in the thousands based on what she personally witnessed at the Montreal airport on March 25, 2025;
- 18. The names and addresses of all persons included in the Class are not known to the Applicant, however, are all in the possession of the Defendants;
- 19. Class members are very numerous and are dispersed across the province, across Canada and the world;
- 20. 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;
- 21. 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) ADEQUATE REPRESENTATIVE

- 22. The Applicant request that she be appointed the status of representative plaintiff for the following main reasons:
 - a) she is a member of the Class and has a personal interest in seeking the conclusions that she proposes herein;
 - b) she is competent, in that she has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) her interests are not antagonistic to those of other Class members;
- 23. Additionally, the Applicant respectfully adds that:
 - a) she mandated her attorneys to file the present application for the sole purpose of having her rights, as well as the rights of the other members (including many of whom she spoke with at the airport on March 25, 2025), recognized and protected so that they can receive an adequate

compensation according to the law;

- b) she wants to hold the Defendants accountable, who have not offered any compensation at all;
- c) she has the time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action;
- d) she cooperates and will continue to fully cooperate with her attorneys;

23.2 As to identifying other class members, Applicant was in contact with many class members on March 25 and 26, 2025, and informed them that she filed the present action and provided them with the contact information of her attorneys. By all accounts, it is obvious that there is an important number of class members affected by the outage and it is unnecessary for Applicant to identify each one of them given their sheer numbers;

II. DAMAGES

- 24. The Defendants have publicly acknowledged that Class Members have suffered damages;
- 25. In light of the foregoing, Class Members can claim the following, solidarily, against the Defendants: reduction of obligations, damages for stress, troubles and inconvenience, loss of enjoyment, reimbursement of all expenses/costs incurred, lost time from work, and punitive damages;

III. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

- 26. The action that the Applicant wishes to institute on behalf of the members of the Class is an action for a reduction of obligations and in damages;
- 27. The conclusions that the Applicant wishes to introduce by way of an originating application are:
 - 1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class and against the Defendants;
 - 2. **CONDEMN** the Defendants, solidarily, to pay the Class members an amount to be determined on the merits in damages and **ORDER** that this condemnation be subject to collective recovery;
 - 3. **CONDEMN** the Defendants, solidarily, to pay the Class members punitive damages in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
 - 4. **CONDEMN** the Defendants, solidarily, 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;

5. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
7. **CONDEMN** the Defendants, solidarily, 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;

IV. JURISDICTION

28. The Applicant request that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal. The Court has jurisdiction to authorize an international class pursuant to article 3148(3) C.C.Q. because a fault was committed in Québec, injury was suffered in Québec, an injurious act or omission occurred in Québec and, in the case the airlines, one of the obligations arising from a contract was to be performed in Québec. This, in addition to article 3148(1) CCQ.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **AUTHORIZE** the bringing of a class action in the form of an originating application for a reduction of obligations and in damages;
2. **APPOINT** the Applicant the status of Representative Plaintiff of the persons included in the Class herein described as:

All persons impacted by the outage at the Montreal Airport that began on March 25, 2025, until the outage was resolved. (hereinafter referred to as the “ Class ”) or any other class to be determined by the Court;	Toutes les personnes touchées par la panne à l'aéroport de Montréal qui a débuté le 25 mars 2025, jusqu'à ce que la panne soit résolue. (ci-après le « Groupe ») ou tout autre groupe à être déterminé par la Cour;
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3. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:
 - a) Did any of the Defendants commit a fault or were they grossly negligent?

- b) Are Class Members entitled to a reduction of their obligations, damages and/or punitive damages, and in what amounts?
- c) Did the Aéroports de Montréal or Bell Canada commit an extracontractual fault? If so, are Class Members entitled to damages and in what amounts?

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

1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class and against the Defendants;
 2. **CONDEMN** the Defendants, solidarily, to pay the Class members an amount to be determined on the merits in damages and **ORDER** that this condemnation be subject to collective recovery;
 3. **CONDEMN** the Defendants, solidarily, to pay the Class members punitive damages in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
 4. **CONDEMN** the Defendants, solidarily, 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;
 5. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
 6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
 7. **CONDEMN** the Defendants, solidarily, 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;
5. **ORDER** the publication of a notice to the Class members in accordance with article 579 C.C.P., pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;
6. **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 judgment to be rendered herein;

7. **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;
8. **RENDER** any other order that this Honourable Court shall determine;
9. **THE WHOLE** with costs including publication fees.

Montreal, March 27, 2025

(s) LPC Avocats

LPC AVOCATS

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Counsel for the Applicant

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:** *En liasse*, news articles and reports from March 25, 2025;
- Exhibit P-2:** Applicant's Sunwing boarding pass;
- Exhibit P-3:** CBC News article titled "Tech problems causing check-in, security delays at Montreal's Trudeau airport";
- Exhibit P-4:** *En liasse*, Business information statements from the Enterprise Register for the Defendants;
- Exhibit P-5:** Bell Canada's statement on « X » on March 25, 2025, at 21h15;
- Exhibit P-6:** Text messages from Sunwing on March 25, 2025;
- Exhibit P-7:** Picture of Welchs candied fruit snack;
- Exhibit P-8:** Text message from Sunwing on March 25, 2025 at 4:51 p.m.

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 27, 2025

(s) LPC Avocats

LPC AVOCATS

Me Joey Zukran / Me Léa Bruyère

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Tel: 514.379.1572

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Counsel for the Applicant

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

TO: VACANCES SUNWING INC.
3105 Place Louis R. Renaud
Laval, Quebec, H7V 0A3

AIR CANADA
7373 boulevard Côte Vertu West
Ville Saint-Laurent, Quebec, H4S 1Z3

AÉROPORTS DE MONTRÉAL
800, Place Leigh-Capréol, bur. 1000
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at 4300-22 Adelaide Street West
Toronto, Ontario, M5H 4E3

BCE INC.
A-7-1 Carrefour Alexander-Graham-Bell
Verdun, Quebec, H3E 3B3

TAKE NOTICE that Applicant's *Amended Application to Authorize the Bringing of a Class Action* will be presented before the Superior Court at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, on a date and time to be set by the Court.

GOVERN YOURSELVES ACCORDINGLY.

Montreal, March 27, 2025

(s) LPC Avocats

LPC AVOCATS

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