

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO: 500-06-001409-255

SUPERIOR COURT  
(Class Actions)

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MARI [REDACTED]

Applicant

v.

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

and

**SOCIÉTÉ EN COMMANDITE TOURAM** (dba **AIR CANADA VACATIONS**), legal person having its head office at 600-1440 Sainte Catherine Street West, City and District of Montreal, Quebec, H4S 1Z3

Defendants

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

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

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 worldwide whose travel plans since August 14, 2025, were affected by the Air Canada strike and to whom Air Canada did not provide a reservation for the “next available flight” or “alternate travel arrangements” as required by law.	Toutes les personnes dans le monde dont les plans de voyage, depuis le 14 août 2025, ont été affectés par la grève d’Air Canada et à qui Air Canada n’a pas fourni de réservation pour le « prochain vol
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(hereinafter referred to as the “ <b>Class</b> ”)	disponible » ou « des arrangements de voyage alternatifs » conformément à la loi.  (ci-après le « <b>Groupe</b> »)
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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. Defendant Air Canada prides itself as “*Canada's largest airline*”. Defendant Société en commandite Touram (dba Air Canada Vacations) states that it “*is a leading travel expert that delivers unparalleled travel moments to Canadians*”. Both Defendants (collectively herein “**Air Canada**”) have their head office in the district of Montreal, province of Quebec, as appears *en liasse* from extracts of the enterprise’s information statements communicated as **Exhibit P-1**;
3. On January 7, 2025, the Applicant purchased a flight ticket from Montreal to Grenada, scheduled to depart on **August 17, 2025, at 6:00 a.m.** and arrive the same day at 2:40 p.m., for **\$440.95**, as it appears from **Exhibit P-2**;
4. Applicant booked these dates because she is the veterinary medicine program at a University in Grenada and had to be present in school as of Monday, August 18, 2025;
5. In August of 2025, media outlets began reporting on a potential labour disruption by Air Canada flight attendants (the “strike”), as it appears from the news articles communicated *en liasse* as **Exhibit P-3**;
6. Air Canada publicly stated that it would proactively begin cancelling flights as of Thursday, August 14, 2025, even though the strike was to begin on Saturday, August 16, 2025 (Exhibit P-2);
7. It is worth noting that during this time, Air Canada continued selling tickets worldwide for travel during both those dates and beyond;
8. On August 15, 2025, Air Canada published a declaration on its website titled “*Labour disruption by Air Canada flight attendants*”, which notably states as follows, Applicant communicating **Exhibit P-4**:

A planned strike by CUPE, the union representing 10,000 flight attendants at Air Canada and Air Canada Rouge, is expected to begin Saturday, August 16 at 01:00 ET. To provide our customers with certainty, we have begun a phased wind-down of most of our operations, to be completed over the next two days.

If you are booked to travel between August 15 and August 18 and would like to make alternate travel arrangements, you can change your flight for free if:

- You purchased an Air Canada ticket or redeemed points for an Aeroplan flight reward no later than August 14, 2025

If you're scheduled to travel during this period, you can retrieve your booking to change to another Air Canada flight, for free on:

- August 15, 2025 or
- Another date between August 21 and September 12, 2025

If you purchased a non-refundable fare, you may cancel your itinerary and receive the unused portion of your ticket **in your AC Wallet or as a Future Travel Credit to use on your next Air Canada booking**. If you purchased your ticket with Air Canada Vacations, please reach out to them directly. If you purchased an Aeroplan flight reward, you can cancel without a fee on our website.

If you opt to keep your current booking and your flight is cancelled due to a labour disruption, Air Canada will attempt to rebook you on another flight, including those operated by other airlines. **However, available capacity on our airline and on other carriers is limited due to the summer travel peak, meaning the possibility of rebooking you within an acceptable timeframe is low.** If your travel is disrupted, you can always choose a refund.

9. On Saturday, August 16, 2025, at 8:32 a.m., Air Canada sent an email to the Applicant informing her that her flight was cancelled, as it appears from the email communicated **Exhibit P-5**:

We're very sorry, this flight is cancelled because a labour disruption is impacting our operations.

Labour disruptions are outside our control and may affect flight schedules before, during, and after periods of work stoppage or slowdown.

This applies to all customers on this booking.

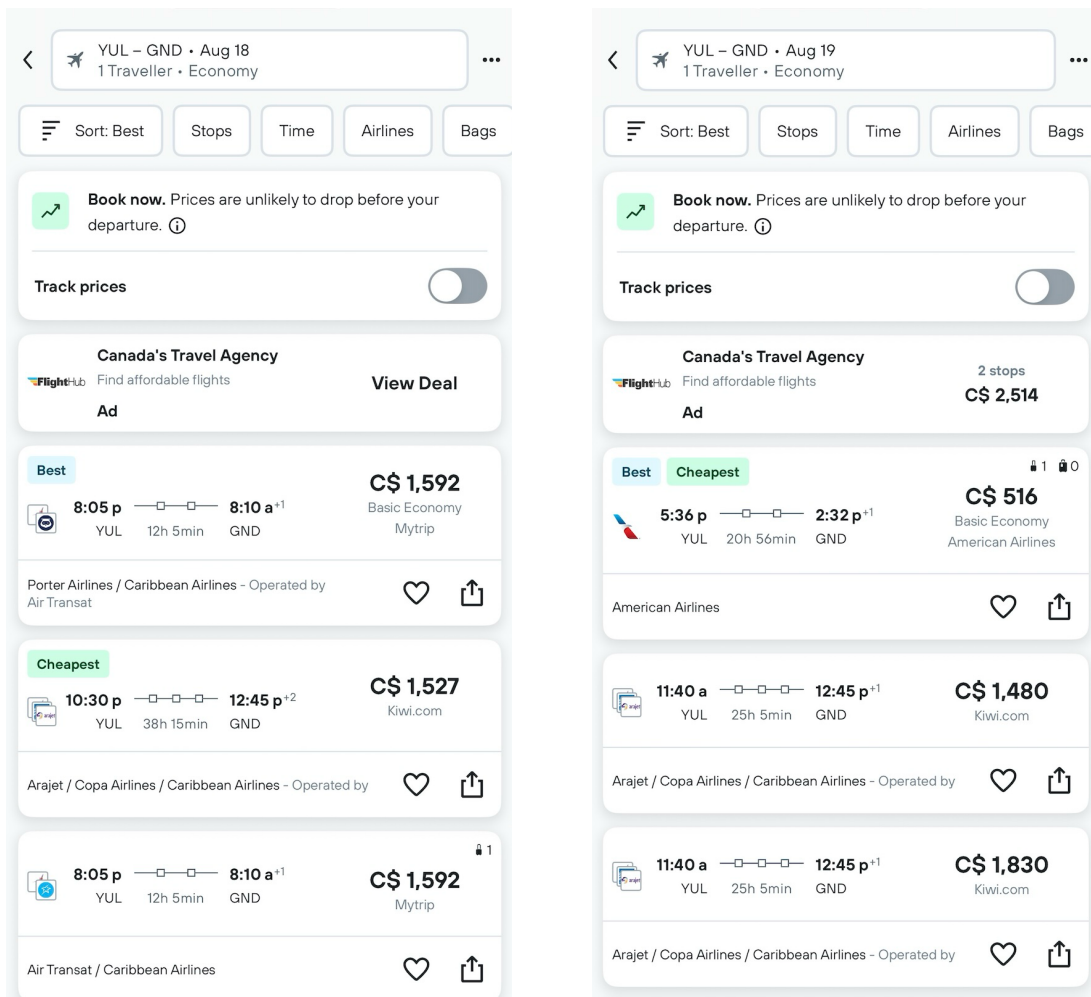
We're searching for rebooking options on more than 120 carriers **for up to three days after your cancelled flight**. This may take some time. **If you don't want to wait** and you prefer to search options yourself or cancel your booking to receive a refund, please use the button below.

We know this is disruptive to your travel plans. We're doing our best to get you on your way.

10. This email contains false and misleading information and induces class members in error as it implies that Air Canada is allowed to book people “*up to **three days after your cancelled flight***” which is contrary to the law. It also omits to include essential information, namely that, when the delay or cancellation is outside of its control, Air Canada has the legal obligation to “*provide to the passenger, free of charge, a confirmed reservation **for the next available flight** that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket **and departs within 48 hours of the departure time** that is indicated on that ticket*” (subsection 18(1) of the *Air Passenger Protection Regulations*, SOR/2019-150 (“**APPR**”));
11. Air Canada also omits to inform class members that if it “cannot provide a confirmed reservation in accordance with subsection [18](1), it must, at the passenger’s choice, refund any unused portion of the ticket **or provide the following alternate travel arrangements, free of charge:** (18(1.1)(a) APPR):  
  
    **(a)** in the case of a large carrier, **a confirmed reservation for the next available flight that is operated by any carrier** and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger’s original ticket and, if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport;”
12. Simply stated, Air Canada misled the class members and provided them with inaccurate information in order to convince them to accept a refund (which was given in the form of a credit towards future travel), instead of informing them of their legal obligations and rights under the APPR, the *Montreal Convention* and/or *Regulation (EC) No. 261/2004* (Europe);
13. On Saturday, August 16, 2025, at 10:27 a.m., seeing that her flight was cancelled and having no news from Air Canada for several hours, and given the false representations and omissions in Air Canada’s declarations, the Applicant booked a new flight directly with American Airlines for **\$509.51**, Applicant communicating **Exhibit P-6**;
14. On Saturday, August 16, 2025, at 10:42 a.m., Air Canada sent an email to the Applicant titled “*Rebooked itinerary for booking...*”, **Exhibit P-7**. In this email, Air Canada informed the Applicant that it rebooked her via Caribbean Airlines leaving Wednesday, **August 20, 2025, at 8:00 p.m.**, with multiple stopovers and arriving in Grenada on Thursday, August 21, at 8:10 a.m.;
15. Applicant here emphasizes three important things. **First**, the rebooked flight is **86 hours** after her cancelled flight, which proves that Air Canada contravened both subsection 18(1) APPR and its own (illegal) undertaking of “up to 3 days” in Exhibit

P-5;

16. **Second**, the flight on Caribbean Airlines is not “comparable” to the flight on her “original ticket” because that airline online allows service animals in cabin, whereas her original Air Canada ticket allowed for her to travel with her pet dog under her seat (as confirmed in Exhibit P-2). Applicant’s dog could not go in cargo due to his age;
17. **Third** – and perhaps most importantly – Air Canada failed in its legal obligation pursuant to subsection 18(1.1)(a) APPR to reserve the Applicant a ticket on “*the next available flight that is operated by any carrier*”. Indeed, there were flights available with other Airlines on August 17, 18 and 19, 2025;
18. Applicant communicates screenshots of some of these “next available flights” *en liasse* as **Exhibit P-8**:



19. The situation alleged above was systemic as Air Canada sent the same illegal “*up to three days after your cancelled flight*” language (as seen in Exhibit P-5) to a significant number of class members. Even without this 3-day language, Air

Canada booked a significant amount of class members both outside of the 48-hour window and certainly not on the “next available flight”;

20. There is no doubt that Air Canada did not take all reasonable measures to prevent the delay or that there were no such measures available within the meaning of article 19 of the *Montreal Convention*;
21. The Applicant tried contacting Air Canada multiple times over the weekend to raise the above issues with them, but was never able to reach a live agent. On each occasion an automated message was played stating the following and then the call was disconnected, Applicant communicating **Exhibit P-9**:

“We’re sorry, but we cannot connect you to an agent right now due to exceptionally high call volume. Please visit [aircanada.com](http://aircanada.com) for more information. Thank you for calling Air Canada. Goodbye.”
22. Many Class members have reported experiencing a virtually identical fact pattern as the Applicant’s. As such, Air Canada’s conduct should be qualified as being in bad faith and contrary to articles 6, 7 and 1375 C.C.Q;
23. In light of the above, Applicant is entitled to claim from Air Canada the full reimbursement of **\$509.51** she paid for her American Airlines flight pursuant to the APPR, plus damages in amounts to be determined as a result of Air Canada’s false representations and omissions and pursuant to the *Montreal Convention*;
24. Additionally, Applicant is entitled to claim on her behalf and on behalf of all Class members an amount to be determined for loss of enjoyment (in her case, 4 days in Grenada). The system erected by Air Canada as alleged herein disrupted people’s lives, affected their finances and, in many cases, ruined their vacations. The Quebec Courts have ruled that damages for loss of enjoyment of vacation time are recoverable and compensable under article 19 of the *Montreal Convention* (*Herbert c. Air Canada*, 2018 QCCQ 3310, paras. 32-36 communicated as **Exhibit P-10**);

## **B) THE COMMON QUESTIONS**

25. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
  - a) Did Air Canada or Air Canada Vacations commit a fault or make false representations and omissions in its communications to class members before and during the strike?
  - b) Did Air Canada or Air Canada Vacations fail to respect their obligations under *Air Passenger Protection Regulations*, the *Montreal Convention*, the *Regulation (EC) No. 261/2004* (Europe), or any others?
  - c) Did Air Canada act in bad faith?

- d) If either of the questions above are answered in the affirmative, are Class members entitled to refunds and/or compensation and in what amounts?

### C) THE COMPOSITION OF THE CLASS

26. 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;
27. The Applicant conservatively estimates the number of persons included in the Class to be in the tens of thousands;
28. 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;
29. Class members are very numerous and are dispersed across the province, across Canada and the world;
30. For example, one of the articles forming part of Exhibit P-3 titled “« *Air Canada nous a complètement lâchés* »: le casse-tête d’une famille de neuf personnes pour retourner en Suisse” mentions the following:

Anne Noir, son conjoint, leurs deux filles et leur conjoint respectif en plus de ses trois petits-enfants étaient en visite à Montréal chez ses parents.

Ils devaient tous repartir en Suisse vendredi, mais leur plan de voyage a complètement déraillé avec la grève qui se prolonge depuis la fin de la semaine.

«Il fallait soudainement loger neuf personnes pour un temps indéterminé parce qu’on ne savait pas quand on allait être en mesure de reprendre l’avion, raconte Mme Noir en entrevue avec Le Journal. Il faut aussi nourrir tout ce monde-là, ce n’est pas simple.»

Or, tous les hôtels étaient pleins ou ne pouvaient pas accommoder toute la famille.

«On s’est tous entassés dans un petit appartement, chez mon frère, un trois et demi. Ils sont déjà quatre, et nous, on arrive à neuf. On a manqué de matelas gonflables», **explique la dame, qui a passé «deux nuits blanches» à trouver un billet de retour.**

À l’instar des chambres d’hôtel, **la plupart des vols étaient complets, et les prix «ont tous augmenté».**

**«Air Canada nous a complètement lâchés, peste Mme Noir. C’est: démerdez-vous pour trouver une manière de retourner chez vous. On n’a aucune aide!»**

Ils ont finalement trouvé une solution avec Air Maroc **en déboursant 14 000\$, mais cela implique un détour et un trajet plus long que prévu.**

Anne Noir n'a toujours pas réussi à se faire rembourser ses vols annulés avec Air Canada.

**«Le service est nul. On n'arrive pas à parler à un humain, uniquement une boîte vocale qui raccroche toute seule»**, dénonce celle qui affirme ne «plus jamais [faire affaire] avec Air Canada».

31. 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;
32. 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**

33. 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;
34. 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 recognized and protected so that they can receive an adequate compensation according to the law;
  - b) she wants to hold the Defendants accountable and to ensure that they comply with their legal obligations;
  - 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.

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

35. The action that the Applicant wishes to institute on behalf of the members of the



Class is an action for reimbursement and in damages;

36. 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 to pay the Class members an amount to be determined on the merits as reimbursements of alternate flights paid and **ORDER** that this condemnation be subject to collective recovery;
  3. **CONDEMN** the Defendants 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;
  4. **CONDEMN** the Defendants 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 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.

### **III. JURISDICTION**

37. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal;
38. Applicant requests that the Court authorize a worldwide class pursuant to article 3148(1) CCQ (Air Canada has its head office in Montreal) and because the APPR, the *Montreal Convention* or the *Regulation (EC) No. 261/2004 (Europe)* apply the in the same manner regardless of the venue.

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

1. **AUTHORIZE** the bringing of a class action in the form of an originating application for reimbursement and in damages;
2. **APPOINT** the Applicant the status of Representative Plaintiff of the persons

included in the Class herein described as:

All persons worldwide whose travel plans since August 14, 2025, were affected by the Air Canada strike and to whom Air Canada did not provide a reservation for the “next available flight” or “alternate travel arrangements” as required by law.  (hereinafter referred to as the “ <b>Class</b> ”)	Toutes les personnes dans le monde dont les plans de voyage, depuis le 14 août 2025, ont été affectés par la grève d’Air Canada et à qui Air Canada n’a pas fourni de réservation pour le « prochain vol disponible » ou « des arrangements de voyage alternatifs » conformément à la loi.  (ci-après le « <b>Groupe</b> »)
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3. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:

- a) Did Air Canada or Air Canada Vacations commit a fault or make false representations and omissions in its communications to class members before and during the strike?
- b) Did Air Canada or Air Canada Vacations fail to respect their obligations under *Air Passenger Protection Regulations*, the *Montreal Convention*, the Regulation (EC) No. 261/2004 (Europe), or any others?
- c) Did Air Canada act in bad faith?
- d) If either of the questions above are answered in the affirmative, are Class members entitled to refunds and/or compensation 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 to pay the Class members an amount to be determined on the merits as reimbursements of alternate flights paid and **ORDER** that this condemnation be subject to collective recovery;
3. **CONDEMN** the Defendants 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;
4. **CONDEMN** the Defendants 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 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.
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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 Defendant 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, August 18, 2025

*(s) LPC Avocats*

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**LPC AVOCATS**

Me Joey Zukran

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

Counsel for the Applicant

Montreal, August 18, 2025

*(s) Renno Vathilakis Inc.*

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**RENNO VATHILAKIS INC.**

Me Michael Vathilakis

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Counsel for the Applicant

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

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**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*, Business information statements from the Enterprise Register for the Defendants;
- Exhibit P-2:** Applicant's Air Canada booking confirmation and receipt from January 7, 2025;
- Exhibit P-3:** *En liasse*, news articles and reports from August 2025;
- Exhibit P-4:** Declaration published by Air Canada on its website on August 15, 2025, titled "*Labour disruption by Air Canada flight attendants*";
- Exhibit P-5:** Email sent on August 16, 2025, at 8:32 a.m. by Air Canada to Applicant cancelling her flight;
- Exhibit P-6:** Applicant's American Airline booking confirmation and receipt from August 16, 2025;
- Exhibit P-7:** Email sent on August 16, 2025, at 10:42 a.m., by Air Canada to the Applicant titled "Rebooked itinerary for booking...";

- Exhibit P-8:** *En liasse*, screenshots showing flights available from Montreal to Grenada before August 20, 2025;
- Exhibit P-9:** Air Canada's IVR audio recorded on August 17, 2025;
- Exhibit P-10:** Copy of the judgment rendered by the Court of Quebec in *Herbert c. Air Canada*, 2018 QCCQ 3310.

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, August 18, 2025

Montreal, August 18, 2025

(s) LPC Avocats

**LPC AVOCATS**

Me Joey Zukran

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Counsel for the Applicant

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

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

and

**SOCIÉTÉ EN COMMANDITE TOURAM** (dba **AIR CANADA VACATIONS**)  
600-1440 Sainte Catherine Street West  
Montreal, Quebec, H4S 1Z3

**TAKE NOTICE** that Applicant's *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, August 18, 2025

Montreal, August 18, 2025

*(s) LPC Avocats*

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**LPC AVOCATS**

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Counsel for the Applicant

*(s) Renno Vathilakis Inc.*

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**RENNO VATHILAKIS INC.**

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