

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

NO: 500-06-001244-231

(Class Action)
SUPERIOR COURT

JEREMIE [REDACTED]
[REDACTED]

Applicant

v.

SNAPCOMMERCE, INC., (D.B.A. SUPERTRAVEL), legal person having its head office at 260 Queen Street West Unit 400, Toronto, Ontario, M5V 1Z8

and

SNAPCOMMERCE HOLDINGS, INC. (D.B.A. SUPER), legal person having its head office at 260 Queen Street West Unit 400, Toronto, Ontario, M5V 1Z8

Defendants

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 APPLICANT STATES:

I. INTRODUCTION

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

All consumers in Canada who made a booking using the “Super” Travel mobile application or www.super.com website, and whose booking was unilaterally
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Tous les consommateurs au Canada qui ont fait une réservation en utilisant l'application mobile « Super » Travel ou le site web www.super.com , et dont la réservation a été unilatéralement annulée par SuperTravel par la suite.

cancelled by SuperTravel thereafter. or any other class to be determined by the Court. (hereinafter the “ Class ”)	ou tout autre groupe à déterminer par la Cour. (ci-après le « Groupe »).
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2. The Applicant is a consumer within the meaning of the *Consumer Protection Act* (“**CPA**”);
3. The Defendants are collectively referred to herein as “**Super**”. Super is a corporation that owns and operates the www.super.com website and the Super Travel mobile application;
4. Extracts of the Delaware and Ontario business registries for Super are disclosed *en liasse* as **Exhibit P-1**;
5. Super does business in Canada, including in the province of Quebec, and runs its website and mobile application where consumers can make travel bookings online. Super is a merchant within the meaning of the CPA and its activities are governed by this legislation, among others;
6. On its websites and mobile application, Super boasts the following, as it appears from a post titled “*Super.com Raises \$85M Series C to Grow Savings Super App for Everyday Americans*” (<https://www.super.com/press/super-com-raises-85m-series-c>), disclosed as **Exhibit P-2**:

Super.com, the savings super app company, today announces its Series C fundraising round, which closed at \$85M, led by Inovia Capital, significantly increasing the valuation of the company since its March 2021 Series B raise. “Super.com’s diversified business model now drives savings across all facets of our customers’ lives, from travel to fintech. It’s great to see market excitement match our own as we rapidly build the first savings super app focused on everyday Americans,” says Super.com CEO Hussein Fazal.

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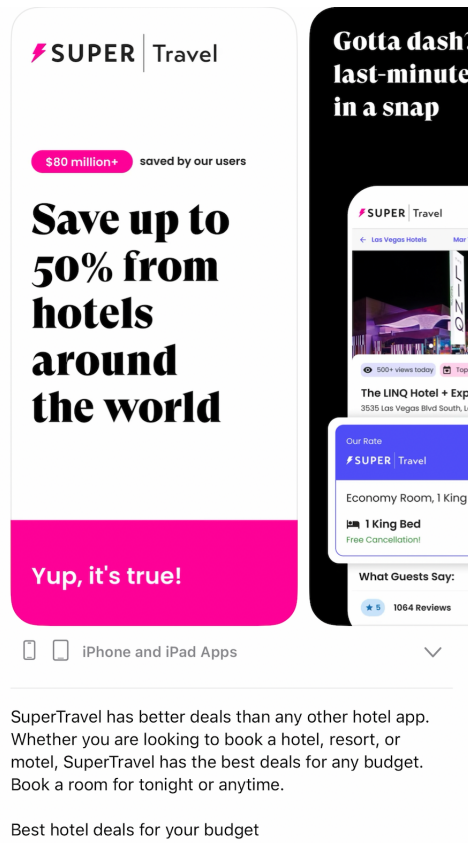
New investors in this round include Harley Finkelstein, President of Shopify, Deb Liu, CEO of Ancestry.com, Allen Shim, former CFO of Slack, Josh Proctor, CFO of the Golden State Warriors, Chris Best, CEO of SubStack, Neha Narkhede, CTO at Confluent, and Mike Lee, co-founder of MyFitnessPal, Hyphen Capital, EDC, as well as Plaza Ventures. These join existing investors Inovia Capital, Telstra Ventures, Acrew, Lion Capital, Full In Partners, **NBA superstar Steph Curry** and more.

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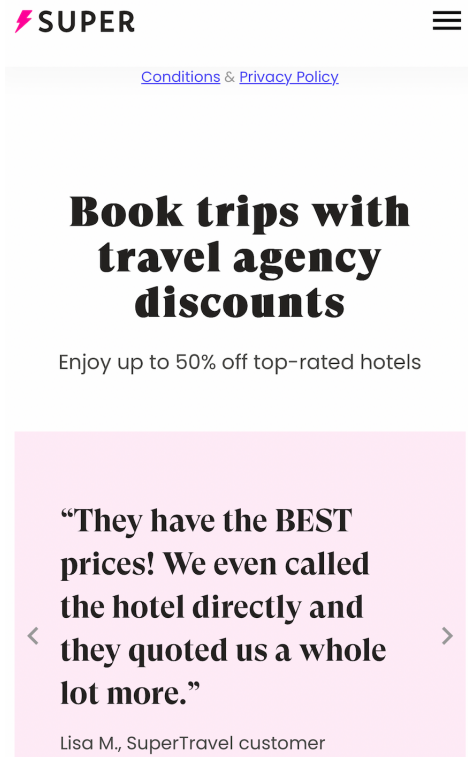
About Super.com

Super.com is the all-in-one **savings super app** for everyday Americans looking to save money, access credit, and experience more of what life has to offer. Super.com is home to the SuperCash card that offers cashback and the opportunity for credit building. The Super.com App also provides deals and savings across categories such as travel and shopping. Super.com is trusted by over 5 million customers worldwide and has helped them save over \$150M to date. **Super.com is backed by Tier 1 investors including NBA superstar Steph Curry and has raised over \$150M USD and surpassed \$1B in sales.**

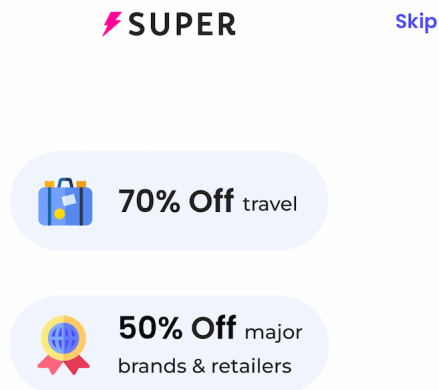
7. Super attracts consumers to its website and mobile application by enticing them with unbeatable offers for travel. For example, in the Apple “App Store” (where users must go to download the Super mobile application), Super advertises that consumers can “*Save up to 50% from hotels around the world*” and that “*SuperTravel has better deals than any other hotel app*”, as it appears from the screen captures taken from the App Store disclosed *en liasse* as **Exhibit P-3**:



8. On its website, Super uses “testimonials” which perpetuate this same pitch of huge savings on “*top-rates hotels*”, as it appears from the screen capture communicated as **Exhibit P-4**:



9. When consumers login to the Super mobile application for the first time, Super promises even better travel deals, this time “**70% off travel**” (without any mention of “up to”), as it appears from the screen capture of the Super application communicated as **Exhibit P-5**:



10. There is therefore no doubt that Super’s business model consists of using high profile celebrities, businesspeople and athletes (such as NBA star Stephen Curry) to legitimize its services in an attempt to reach mass adoption, and then entice consumers to use their services by offering savings of (up to) 70% on top-rated hotels;

11. Throughout the entire booking process, Super does everything to ensure that the average consumer believes – and could even expect – to save 50% to 70% when booking top-rated hotels anywhere in the world;

II. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (S. 575 CCP):

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

12. On May 18, 2023, the Applicant was using his iPhone to browse on Google in order to search for a hotel to reserve in Florida for his summer vacation;
13. After inputting his desired travel dates and destination, Super offered and advertised the best deal for the Grand Beach Hotel Surfside, at a price of \$173.53 CAD per night;
14. Therefore, on Thursday, May 18, 2023, at 11:09 a.m., the Applicant used Super to book a reservation at the “Grand Beach Hotel Surfside” in Surfside, Florida for 10 nights (August 10-20, 2023), as it appears from his “SuperTravel Booking Confirmation” email communicated as **Exhibit P-6**;
15. As it appears from Exhibit P-6, the price advertised by Super and accepted by the Applicant was \$173.53 CAD per night, for a total price of \$2,085.95 CAD (including taxes) for 10 nights;
16. The Applicant confirms that the listing for the hotel he booked and that was advertised on Super contained all of the essential elements of the intended contract, including the room description (i.e. “*Room Multiple Beds Ocean View (2 Bedroom Suite Ocean Front King King)*”, see Exhibit P-6), the precise travel dates (August 10-20, 2023) and the total price (\$2,085.95 CAD);
17. The Applicant further confirms that at the time of his purchases, Super indicated that the room he booked was available for his desired travel dates – which is in fact confirmed by Super in Exhibit P-6;
18. Applicant understood that Super was offering a very good price – which it boasts publicly at every chance is its *raison d’être* – as the Grand Beach Hotel Surfside is a top-rated hotel;
19. On May 18, 2023, Super debited the Applicant’s credit card for the total of \$2,085.95 CAD, leaving no doubt that a binding contract had been formed, as it appears from **Exhibit P-7**;
20. However, on May 19, 2023, Super unilaterally cancelled the Applicant’s booking, as it appears from the email titled “*Your SuperTravel Booking Cancellation for Grand Beach Hotel Surfside*” disclosed as **Exhibit P-8**;
21. That same day, Super sent an email to the Applicant admitting that it committed

an error, but seemed to justify this error, bizarrely, by referring to other major travel companies such as Expedia and Priceline, as it appears from **Exhibit P-9**:

Hi, Jeremie!

I hope all is well. We are reaching out in regards to your booking at Grand Beach Hotel Surfside with a check-in date of 10 Aug 2023.

In confirming your reservation with the hotel, we became aware of an issue with the booking. Due to a technical error and they are not seeing the correct pricing for this booking, the hotel was not able to process the reservation and will not be honoring the booking. This error included reservations from Expedia, Priceline, [booking.com](https://www.booking.com), etc.

We understand that this is not an ideal scenario and sincerely apologize for the inconvenience. To avoid any further inconvenience, we will cancel your reservation with a full refund. Thank you!

22. The refund was only posted back to the Applicant's credit card on May 23, 2023 (i.e. 5 days after the original transaction), as it appears from **Exhibit P-10**;
23. Under consumer protection legislation, a binding agreement was formed between the Applicant and Super at \$2,085.95 CAD for 10 nights, which Super cannot unilaterally cancel on the basis of pricing error, even if Super's Terms and Conditions provide for otherwise (**Exhibit P-11**, page 3-PDF) – notably because section 54.1 CPA is of public order and stipulates the following:

<p>54.1 Un contrat conclu à distance est un contrat conclu alors que le commerçant et le consommateur ne sont pas en présence l'un de l'autre et qui est précédé d'une offre du commerçant de conclure un tel contrat.</p> <p>Le commerçant est réputé faire une offre de conclure le contrat dès lors que sa proposition comporte tous les éléments essentiels du contrat envisagé, qu'il y ait ou non indication de sa volonté d'être lié en cas d'acceptation et même en présence d'une indication contraire.</p>	<p>54.1 A distance contract is a contract entered into without the merchant and the consumer being in one another's presence and preceded by an offer by the merchant to enter into such a contract.</p> <p>A merchant is deemed to have made an offer to enter into a distance contract if the merchant's proposal comprises all the essential elements of the intended contract, regardless of whether there is an indication of the merchant's willingness to be bound in the event the proposal is accepted and even if there is an indication to the contrary.</p>
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24. Super's cancellation of the class members' orders is also in violation of sections 16, 54.1 and 224c) CPA, rendering sections 253 and 272 applicable;
25. On May 22, 2023, the Applicant instructed his attorney to send a formal demand

to Super, in order to explain to them the applicable legislation in Quebec and asked them to honour their contract with him, as it appears from a copy of the demand letter disclosed as **Exhibit P-12**;

26. In his demand letter, the Applicant referred Super to a recent class action authorized by the Superior Court on virtually identical facts and causes of action: *Lavoie c. Wal-Mart Canada Corp.*, 2022 QCCS 1060;
27. Super completely ignored this demand letter, which would have otherwise avoided the filing of the present class action and which will be further addressed in the section on punitive damages (since the violation can now only be qualified as intentional);
28. The Applicant is therefore entitled to claim on his behalf and on behalf of all class members damages equivalent the “Lost Value”, calculated as the difference between the price it would now cost him to book the same hotel room (for the same dates) and the price advertised by Super at the time of his booking on May 18, 2023:

Item	Price paid by Applicant to Super on May 18, 2023	Price advertised online by Super on May 28, 2023	Lost Value
Grand Beach Hotel Surfside (August 10-20, 2023): <i>Room Multiple Beds Ocean View (2 Bedroom Suite Ocean Front King King)</i>	\$173.53 CAD / night (Exhibit P-6) \$2,085.95 CAD for 10 nights (Exhibit P-6)	\$1,243.00 CAD / night (Exhibit P-13) \$14,668.56 CAD for 10 nights (Exhibit P-13)	\$1069.47 CAD / night \$12,582.61 CAD for 10 nights

29. The Applicant would have to pay a total of \$14,668.56 CAD to make the exact same booking today (May 28, 2023) directly from the hotel (the same room is no longer listed on Super but is available directly from the hotel, as appears from Exhibit P-13). The jurisprudence has qualified the difference between these 2 amounts as the “Lost Value” in similar circumstances (*Lavoie c. Wal-Mart Canada Corp.*, 2022 QCCS 1060, par. 61-66; see also *Charest-Corriveau c. Sears Canada inc.*, 2015 QCCQ 6417);
30. As such, the Lost Value claimed by the Applicant is **\$12,582.61 CAD** (\$14,668.56 - \$2,085.95);
31. Super refuses to sell the rooms that the Applicant booked at the price advertised by Super on its website and failed to honour its contracts with the Applicant and all

Class members;

32. Given the duration for which the advertised price was available for booking on Super's website (approximately 24 hours), the fact that Super sent reception and confirmation emails to class members and debited their credits cards for the full amount of the booking, Super's "pricing error" in this case can only be qualified as inexcusable, especially by a multinational such as Super (who claims to have more than \$1 billion USD in annual sales) who should have systems in place to ensure that the prices it advertises on its website to the public are correct (as the Superior Court of Quebec mentioned in *Lavoie c. Wal-Mart Canada Corp.*, 2022 QCCS 1060, par. 63: merchants must have "safeguards to protect the integrity of its on-line system from the type of human error...the operation of a business as complex as a major international airline requires information systems that are complex and state of the art");
33. Even if Super later insists that there was no pricing error and that reason for cancellation was that the rooms were no longer available, it follows that Super would have then violated section 231 CPA by having an insufficient quantity of the goods it advertised;
34. The Applicant declares that at the time he made his booking on Super, Super's website displayed the item as available and contained an option showing that there was sufficient quantity available. Super also indicated a description of the room, pictures of the room, the price and that it was available for booking on the Applicant's dates at the advertised price (**Exhibit P-6**);
35. By refusing to honour its advertised price, Super violated several sections of the CPA, including sections 16, 54.1, 224 c) and 231. The Applicant is therefore entitled to claim damages in the form of the "Lost Value" described at paragraph 28 above;
36. In the circumstances, the Applicant is also entitled to claim punitive damages pursuant to section 272 CPA. which he hereby claims in the aggregate amount of \$500 per class member, subject to adjustment, which is appropriate in the circumstances given that Super had the opportunity to resolve this matter out of Court, but completely ignored the Applicant's formal demand, knowing full well that the consequence would be that he would file the present class action;
37. Indeed, Super's conduct warrants such a condemnation because it refused to honour the advertised price despite the Applicant's request and because it was made aware of the law in Quebec by way of the formal demand (**Exhibit P-12**);
38. The Applicant's damages are a direct and proximate result of Super's misconduct and, in these circumstances, the Applicant's claims for both compensatory and punitive damages are justified;

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

39. The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Class, namely:
- a) By cancelling consumers' orders, did Super violate the CPA or the *Competition Act*?
 - b) If so, are Class members entitled to compensation and in what amount?
 - c) Are the Class members entitled to punitive damages and, if so, in what amount?

C) THE COMPOSITION OF THE CLASS

40. 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;
41. The Applicant presumes that Super has a very important number of customers across Canada, including in Quebec. While he is unaware of the total number of people who are included in the Class, he already knows about several of them whose damages are similar to his. He estimates that the total class size is likely in the hundreds;
42. The names and addresses of all the other consumers included in the Class are not known to the Applicant, however, are all in the possession of Super since the orders must be placed online (with an email address);
43. Class members are numerous and are dispersed across the province and country;
44. 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;
45. 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

46. 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;
47. The Applicant is an orthodontist. He participated in the drafting of the present application and has reviewed the exhibits;
48. He is taking this action so that he and all Class members can be compensated and to hold Super accountable;

III. DAMAGES

49. Super has breached several obligations imposed on it by consumer protection legislation in Quebec and Canada, notably:
- a) Quebec's CPA, including sections 16, 54.1, 215, 219, 224 c) and 231, thus rendering sections 253 and 272 applicable;
 - b) The *Competition Act*, including ss. 52 and 54.
50. In light of the foregoing, the following damages may be claimed against Super:
- a) compensatory damages in the aggregate of the Lost Value; and
 - b) punitive damages of \$500 per Class member, subject to adjudgment, for the breach of obligations imposed on Super pursuant to s. 272 CPA;

IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

51. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages;
52. The conclusions that the Applicant wishes to introduce by way of an originating application are:
- 1. **GRANT** the Plaintiff's action against Defendant;
 - 2. **CONDEMN** the Defendants, solidarily, to pay to the members of the Class an amount to be determined in compensatory damages, and **ORDER** collective recovery of these sums;
 - 3. **CONDEMN** the Defendants, solidarily, to pay to the members of the Class \$500 each in punitive damages, subject to adjustment, and **ORDER** collective recovery of these sums;
 - 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 the Bringing of a Class Action*;

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 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;

V. JURISDICTION

53. The Applicant requests that this class action be exercised before the Superior Court in the district of Montreal, notably because he is a consumer and resides in this district.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **GRANT** the present Application;
2. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages;
3. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

<p>All consumers in Canada who made a booking using the “Super” Travel mobile application or www.super.com website, and whose booking was unilaterally cancelled by SuperTravel thereafter.</p> <p>or any other class to be determined by the Court.</p> <p>(hereinafter the “Class”)</p>	<p>Tous les consommateurs au Canada qui ont fait une réservation en utilisant l'application mobile « Super » Travel ou le site web http://www.super.com/, et dont la réservation a été unilatéralement annulée par SuperTravel par la suite.</p> <p>ou tout autre groupe à déterminer par la Cour.</p> <p>(ci-après le « Groupe »).</p>
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4. **IDENTIFY** the principle questions of fact and law to be treated collectively as the following:
 - a) By cancelling consumers’ orders, did Super violate Quebec’s *Consumer Protection Act* or the *Competition Act*?

- b) If so, are Class members entitled to compensation and in what amount?
 - c) Are the Class members entitled to punitive damages and, if so, in what amount?
5. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:
- 1. **GRANT** the Plaintiff's action against Defendant;
 - 2. **CONDEMN** the Defendants, solidarily, to pay to the members of the Class an amount to be determined in compensatory damages, and **ORDER** collective recovery of these sums;
 - 3. **CONDEMN** the Defendants, solidarily, to pay to the members of the Class \$500 each in punitive damages, subject to adjustment, and **ORDER** collective recovery of these sums;
 - 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 the Bringing of a Class Action*;
 - 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 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;
6. **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;
7. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notices to Class 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;
8. **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 by e-mail to each Class member, to their last known e-mail address, with the subject line "Notice of a Class Action";

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

Montreal, May 29, 2023

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran, attorney for Applicant
276 Saint-Jacques Street, Suite 801

Montréal, Québec, H2Y 1N3

T: (514) 379-1572 / F: (514) 221-4441

Email: 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 applicant.

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*, extracts of the Delaware and Ontario business registries for Super;
- Exhibit P-2:** Article posted on Super titled: “*Super.com Raises \$85M Series C to Grow Savings Super App for Everyday Americans*” (<https://www.super.com/press/super-com-raises-85m-series-c>);
- Exhibit P-3:** *En liasse*, screen captures of the Super app taken from the App Store;
- Exhibit P-4:** Screen capture of the testimonial on Super’s website referring to “*top-rates hotels*”;
- Exhibit P-5:** Screen capture of the Super mobile application where Super promises travel deals of “70% off travel”;
- Exhibit P-6:** “SuperTravel Booking Confirmation” email sent by Super to Applicant on May 18, 2023;

- Exhibit P-7:** TD statement showing that Applicant's credit card was debited by Super on May 18, 2023;
- Exhibit P-8:** Cancellation email sent by Super to Applicant on May 19, 2023, titled "*Your SuperTravel Booking Cancellation for Grand Beach Hotel Surfside*";
- Exhibit P-9:** Email sent by Super to Applicant on May 19, 2023;
- Exhibit P-10:** TD statement showing refund posted back on May 23, 2023;
- Exhibit P-11:** Super's Terms and Conditions;
- Exhibit P-12:** Copy of Formal Demand sent by Applicant's attorney to Super on May 22, 2023;
- Exhibit P-13:** Screen captures showing the price for the same room and dates directly from the hotel, taken on May 28, 2023.

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, May 29, 2023

(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

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

TO: SNAPCOMMERCE, INC., (D.B.A. SUPERTRAVEL)
260 QUEEN STREET WEST UNIT 400
TORONTO, ONTARIO, M5V 1Z8

SNAPCOMMERCE HOLDINGS, INC. (D.B.A. SUPER)
260 QUEEN STREET WEST UNIT 400
TORONTO, ONTARIO, M5V 1Z8

Defendants

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 the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELVES ACCORDINGLY.

Montreal, May 29, 2023

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Mtre Joey Zukran

Attorney for the Applicant

276 Saint-Jacques Street, Suite 801

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