

# COUR SUPÉRIEURE

(Action collective)

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉAL

N° : 500-06-000756-151

Date : 20 avril 2023

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**SOUS LA PRÉSIDENTICE DE : L'HONORABLE PIERRE-C. GAGNON, J.C.S.**

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**DAVID HURST**  
Demandeur  
c.  
**AIR CANADA**  
Défenderesse

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## JUGEMENT DE CLÔTURE

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[1] Cette action collective amorcée en août 2015 a mené à un règlement pancanadien en septembre 2019, approuvé par jugement du 1<sup>er</sup> novembre 2019<sup>1</sup>.

[2] Ainsi, les membres du groupe (qui avaient acheté des *Western USA Plus Flight Passes*), obtenaient d'Air Canada un crédit de 503,14 \$ chacun, valide durant 12 mois, à déduire du prix d'un nouveau billet d'avion (ou d'une dépense connexe).

[3] La suite des choses, et en particulier la survenue de la pandémie de la COVID-19, a incité Air Canada à prolonger la période de validité du crédit jusqu'au 10 mars 2023.

[4] On trouvera en annexe la déclaration assermentée de Mme Catherine Rees (17 avril 2023) qui constitue le rapport final d'administration par Air Canada.

[5] Notamment :

- 1 273 membres ont été avisés que le crédit leur était accordé;
- 958 membres ont utilisé le crédit en tout ou en partie;

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<sup>1</sup> 2019 QCCS 4614.

- les crédits utilisés constituent une valeur totale de 467 256,96 \$.

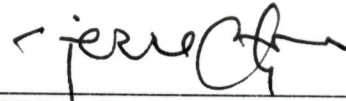
[6] Les termes de l'Entente de règlement prévoient qu'aucun reliquat ne découle des crédits non utilisés.

[7] Cette action collective est maintenant terminée.

**POUR CES MOTIFS, LE TRIBUNAL :**      **FOR THESE REASONS, THE COURT:**

[8] **PRONONCE** le présent jugement **DELIVERS** this closing judgment;  
de clôture;

[9] **SANS FRAIS** de justice.      **WITHOUT COSTS.**



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PIERRE-C. GAGNON, j.c.s.

Annexe : Déclaration assermentée de Catherine Rees

Me Jérémie John Martin  
Me Sébastien Paquette  
*CHAMPLAIN AVOCATS*  
Avocats pour le demandeur

Me Simon Seida  
Me Robert Torralbo  
*BLAKES, CASSELS & GRAYDON*  
Avocats pour la défenderesse

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT  
(Class Action Division)

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N<sup>o</sup>: 500-06-000756-151

**DAVID HURST**

Plaintiff

v.

**AIR CANADA**

Defendants

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**AFFIDAVIT OF CATHERINE REES**

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I, the undersigned, Catherine Rees, having my professional domicile at 7373 Côte-Vertu Blvd. West in the city of Saint-Laurent, Quebec, H4S 1Z3, do hereby solemnly affirm the following:

1. I am the Customer Service Manager, Customer Relations at Air Canada and have held this position since March 1, 2019. As part of my current position, I am responsible for overseeing Customer Care, including resolutions of complaints.
2. I joined Air Canada in March 2015 and held the position of Customer Service Representative until I was promoted to my current role, i.e., from 2015 to 2019.

**I. THE CREDITS ISSUED**

3. Pursuant to the *National Settlement Agreement*, each of the 1273 class members received an electronic credit of \$503.14 for the purchase of Air Canada flights (or of ancillary services) (the "**Credits**"). The Credits were automatically issued by Air Canada, i.e., without the need for the class members to file any claim and were to be valid for a period of 12 months.
4. The vast majority of the Credits were delivered to class members on December 10, 2019, to the exception of a small number of members who received their Credit during the following months due to an invalid email address.

**II. THE VALIDITY PERIOD OF THE CREDITS**

5. While most of the Credit were initially valid up until December 10, 2020, Air Canada extended the validity of the Credits by a further 12-month period in 2020, as a goodwill gesture considering the COVID-19 outbreak. This extension was automatic.
6. Furthermore, in 2021, Air Canada further extended the validity of the Credits to March 10, 2023, as a further goodwill gesture. Once more, this extension was automatic.
7. On March 10, 2023, unused Credits were nulled.

**III. USE OF THE CREDITS UP UNTIL MARCH 10, 2023**

8. During the period of validity of the Credits, a little over three quarters of the Credits were used (fully or partially) by class members. Out of the 1273 Credits, 790 (62.06%) were fully used while 168 (13.20%) were partially used for a total of 958 (75.26%) Credits used. The number of unused Credits is 315 (24.74%).
9. In terms of monetary value, the total value of the credits amounted to \$640,497.22. Out of this amount, an amount of \$467,256.96 was used, representing 72.95% of the total value.
10. The information found in the previous paragraphs is summarized in the following tables:

**TABLE 1: ABSOLUTE NUMBER OF CREDITS USE UP UNTIL MARCH 10, 2023**

	<b>AMOUNT</b>	<b>%</b>	<b>COMBINED %</b>
<b>Fully Used</b>	790	62.06%	62.06%
<b>Partially Used</b>	168	13.20%	75.26%
<b>Unused</b>	315	24.74%	100%
<b>TOTAL</b>	<b>1273</b>	<b>100%</b>	<b>100%</b>

TABLE 2: MONETARY VALUE OF CREDITS USE UP UNTIL MARCH 10, 2023

	CREDITS MONETARY VALUE	MONETARY VALUE USED	MONETARY VALUE USED %
Fully Used	\$397,480.60	\$397,480.60	100%
Partially Used	\$84,527.52	\$69,776.36	82.55%
Not Used	\$158,489.10	\$0	0%
<b>TOTAL</b>	<b>\$640,497.22</b>	<b>\$467,256.96</b>	<b>72.95%</b>

AND I HAVE SIGNED:



CATHERINE REES

SOLEMNLY DECLARED before me, by  
technological means, in Montreal,  
on this 17<sup>th</sup> day of April 2023



SARAH FADHLAOU

Commissioner for Oaths for Québec  
and for outside of Québec

