

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No.: 500-06-001291-240

SUPERIOR COURT
(Class Actions)

SÉBASTIEN PONTON, natural person,


Applicant

v.

CINEPLEX INC., legal person having its
head office at 300-1303 Yonge Street,
Toronto, Ontario, M4T 2Y9

and

**CINEPLEX ENTERTAINMENT LIMITED
PARTNERSHIP**, legal person having its
head office at 1303 Yonge Street,
Toronto, Ontario, M4T 2Y9

Defendants

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND
APPOINT APPLICANT AS CLASS REPRESENTATIVE**

(Art. 571 C.C.P. and following)

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

I. OVERVIEW

1. This proposed class action seeks compensation for all damages and costs incurred due to the Defendants' use of false, misleading and/or deceptive marketing strategies to sell tickets to see movies or other cinematic events through their Website and/Mobile App, whereby they have and continue to make representations to Quebec consumers that are misleading or deceptive about the price that consumers will have to pay to purchase a ticket.
2. The Defendants' online checkout process on their website and/or mobile app employs distracting visual features that include floating ribbons and urgency cues, such as a countdown timer, to hide the mandatory additional Online Booking Fee (defined

below). Additionally, by placing the Online Booking Fee at the bottom of the page where the price of a ticket is advertised, in a smaller font size and separate from the base ticket prices among other content, the visibility of the Online Booking Fee is reduced. The Defendants' website/mobile app design prompts customers to expedite their purchase without acknowledging or advertising the imposition of the extra Online Booking Fee.

3. This misleading marketing practice lures customers with an unattainably low purchase price, while concealing the ultimately higher final price, is a breach of sections 52 and/or 54 of the *Competition Act*, RSC 1985, c C-34 (the "**Competition Act**") and constitutes a prohibited business practice contrary to s 224 c), or alternatively sections 219, 224 and/or 228, of the *CPA*, CQLR, c. P-40.1 (the "**CPA**").
4. The Applicant seeks: (i) an aggregate amount for compensatory damages under the *CPA* and s 36 of the *Competition Act*; (ii) a reduction of his and the Class Members' obligations equivalent to a portion of the amount gained by the Defendants as a result of their conduct; and (iii) an aggregate amount for punitive damages under s 272 of the *CPA*.
5. The following defined terms will be used throughout this Application for Authorization:
 - I. The "**Online Booking Fee**" is the fee of \$1.50 that Cineplex introduced in June 2022, for each movie ticket purchased through the Booking Platforms, up to a maximum of four tickets. Cineplex reduces this fee to \$1.00 for members of Cineplex's rewards program Scene+ and does not charge the fee to individuals who pay a monthly or annual subscription to join Cineplex's CineClub.
 - II. The "**Movie Ticket**" or "**Movie Tickets**" are the tickets for movies and alternative programming (i.e. concerts, operas, etc.) purchased through Cineplex's website Cineplex.com, and their mobile application, Cineplex Mobile Application. Cineplex also sells Movie Tickets in-person at movie theatres. This proposed class action is only concerned with Movie Tickets purchased on the Booking Platforms.
 - III. The "**Booking Platforms**" herein refers to movie tickets sold online through Cineplex's website, www.cineplex.com (the "**Website**"), and Cineplex's mobile application (the "**Mobile App**").

The Class

6. The Applicant wishes to institute a class action on behalf of:

All persons who, in the province of Quebec, paid an Online Booking Fee when purchasing a Movie Ticket through www.cineplex.com or Cineplex Mobile from the date on which

Cineplex began charging Online Booking Fees in Quebec until the date that this action is certified as a class proceeding

(The “Class”, the “Class Members”, and the “Class Period”)

II. The Parties

7. The Applicant is a consumer within the meaning of the *CPA*.
8. The Defendant, Cineplex Inc. is a Canadian company with an establishment in the province of Quebec, which, during the Class Period sold Movie Ticket through Booking Platforms such as their Website and their Mobile App, as is set out in the copy of the copy of their corporate information retrieved from the Quebec Business Registry, CIDREQ, and disclosed herewith as **Exhibit P-1**.
9. Cineplex Inc., a public listed company and a top-tier Canadian brand operating in the film entertainment and content, amusement and leisure and media sectors, is Canada’s largest film exhibitor and as of September 30, 2023, owned, leased or had a joint venture interest in 17 locations in the province of Québec which offered film and media entertainment to the Québec public through at least 220 screens, 88 3D Digital Screens, 10 UltraAVX screens, as appears more clearly from the copy of Cineplex Inc’s 2023 Third Quarter Report, disclosed herewith as **Exhibit P-2**.
10. The Defendant, Cineplex Entertainment Limited Partnership, is a Manitoba company and subsidiary of Cineplex Inc. with at least 10 establishments across the province of Québec, which, during the Class Period sold Movie Tickets through Booking Platforms such as their Website or Mobile App, as is set out in the copy of the corporate information found in the copy of the corporate information retrieved from the Québec Business Registry, CIDREQ, disclosed herewith as **Exhibit P-3**.
11. Cineplex Inc. and Cineplex Entertainment Limited Partnership are together “**Cineplex**”. The Defendants functioned as a joint enterprise for the operation of Cineplex’s business. Each of the Defendants was an agent of the other for the purposes of the advertising, marketing and/or sale of the Movie Tickets and each of the Defendants is solidarity liable to Class Members for the conduct of the other.
12. The Defendants are merchants under the definition of the *CPA*. Their activities are governed by the *CPA*, among other legislation.
13. While the Defendants’ headquarters are outside of the province of Québec, they both have establishments in the province of Québec and operate an online presence which enables them to generate substantial revenue from sales of Movie Tickets for events in Québec.

14. Moreover, the Defendants enter distance contracts with consumers thus carrying out business in the province of Québec. As such, when Class Members purchase tickets from the Defendants the contract is deemed to be entered into in Quebec (s. 54.2 CPA).

III. Cineplex's Representations - The Price of a Movie Ticket

15. On their Website and Mobile App, Cineplex represents an initial price (or First Price, as defined below) for a Movie Ticket that is not attainable by the consumer who proceeds through the check-out process.
16. Since approximately June 2022, for every consumer that is not a Cineclub member, the Defendants have charged an Online Booking Fee of \$1.50 for each Movie Ticket sold through the Booking Platforms, up to a maximum of four tickets, or an Online Booking Fee of \$1.00 for each Movie Ticket sold to a member of Cineplex's rewards program Scene+.

Website

a) General Impression of the Ticket Selection Page – Before Tickets Added

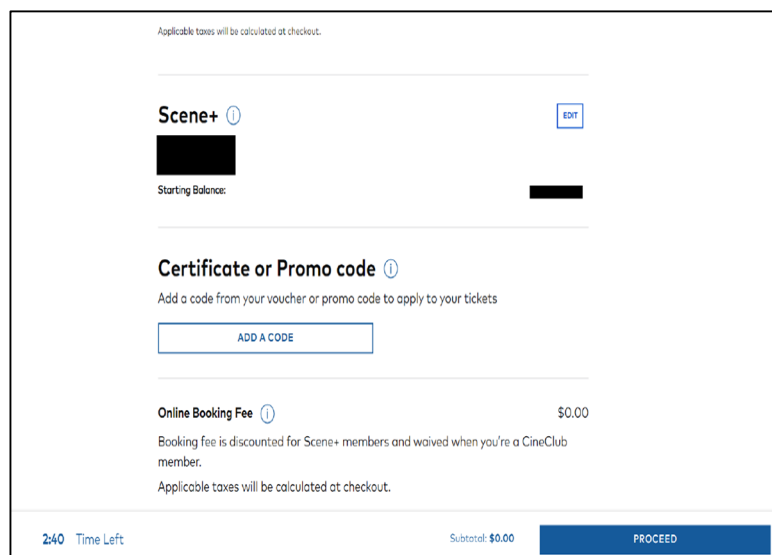
17. To purchase Movie Tickets on www.cineplex.com, a consumer must first log into their Cineplex account. After logging into their account, the consumer must then select a movie or event, theatre location, and showtime.
18. After the consumer selects the desired theatre location, movie and showtime, they are taken to a ticket selection webpage on the Booking Platform (the "**Ticket Selection Webpage**") where Cineplex makes several representations about the Movie Ticket, notably the of Movie Tickets that differ depending on the age of the person who will use the ticket (the "**First Price**").
19. On the Ticket Selection Webpage, Cineplex represents specific pieces of information to the consumer related to their Movie Ticket purchase, which include:
 - I. At the top of the screen shown to the consumer, Cineplex represents the information regarding the selected movie, theatre location, and showtime;
 - II. In the middle of the screen shown to the consumer, Cineplex represents the First Price for different ticket types depending on age and indicates that applicable taxes will be calculated at checkout;
 - III. At the bottom of the screen shown to the consumer, Cineplex represents a visual banner or ribbon that includes a countdown timer, a subtotal and a PROCEED button (the "**Floating Ribbon**").

20. As seen in the below image of the Ticket Selection Webpage, Cineplex makes the following representations, as seen more fully on the copy of the print screen of the Ticket Selection Webpage disclosed herewith as **Exhibit P-4**:

The screenshot shows the Cineplex Ticket Selection Webpage for the movie 'Wonka'. At the top left is a movie poster for 'Wonka' featuring Gene Wilder. To the right of the poster, the movie title 'Wonka' is displayed in a large, stylized font. Below the title, there is a rating box with the letter 'G'. The date and time are listed as 'Today, Jan 17, 2024' and '6:25 PM'. The location is 'Cinéma Cineplex Odeon Quartier Latin'. On the right side, there is a 'CINECLUB' section with the text 'Instantly save on your ticket' and a list of benefits: '1 movie ticket every month', '20% off on concessions', and 'No Online Booking Fees'. Below this is a 'JOIN CINECLUB' button. The main section is titled 'Standard' and lists four ticket types with their prices and 'ADD' buttons: 'General Admit \$12.50', 'Post-Secondary Student \$9.50', 'Senior (65+) \$9.50', and 'Child (3-13) \$8.50'. At the bottom, there is a '4:39 Time Left' indicator, a 'Subtotal: \$0.00' display, and a 'PROCEED' button. A note at the bottom left states 'Applicable taxes will be calculated at checkout.'

- I. At the top of the Ticket Selection Webpage, Cineplex represents that Wonka is showing at the Cinema Cineplex Odeon Quartier Latin on January 17, 2023 at 6:25 pm.
- II. In the middle of the Ticket Selection Webpage, Cineplex represents that the consumer may purchase a Movie Ticket for the following First Price:
 - i. A General Admit Movie Ticket is \$12.50
 - ii. A Post-Secondary Student Movie Ticket is \$9.50
 - iii. A Senior (65+) Movie Ticket is \$9.50
 - iv. A Child (3-13) Movie Ticket is \$8.50
- III. In their representation of this First Price, Cineplex represents to the consumer that in addition to the First Price, taxes will be calculated at checkout.

- IV. At the bottom of the Ticket Selection Webpage, on the Floating Ribbon, Cineplex represents that there are 4 minutes and 39 seconds remaining to complete the purchase and that the subtotal is currently \$0.00.
21. For a consumer visiting the Ticket Selection Webpage, and as seen in the above image, the Floating Ribbon gives the general impression that it is the “floor” or bottom of the entire webpage. The Floating Ribbon creates the visual impression that the above representations contain all necessary information for the consumer to conclude their purchase.
22. In addition, the countdown timer on the Floating Ribbon gives a general impression that there is some urgency to complete their transaction and the big blue “PROCEED” button prompts them to continue through to the checkout.
23. In reality, however, despite the visual impression given by Cineplex’s Webpage that the consumer is looking at all the information necessary to make their purchase, notably the impression of a false floor or bottom of the webpage given by Floating Ribbon, the above screenshot is only the top-half of the Ticket Selection Webpage.
24. As seen in the below image of the bottom half of the Ticket Selection Webpage, only after scrolling down, well past and below the Floating Ribbon inviting a consumer to proceed with their purchase, Cineplex makes additional representations pertaining to the purchase of the Movie Ticket, including the representation that some consumers may be charged an Online Booking Fee in addition to the First Price of their Movie Ticket(s), as appears more fully on the screenshot of the Ticket Selection Webpage, disclosed as **Exhibit P-4**.



25. As seen in the image below, the definition of the Online Booking Fee is only accessed if a consumer, after scrolling all the way to the bottom of the Ticket Selection

Webpage, clicks on the encircled blue "i" positioned next to the words "Online Booking Fee" at the bottom of the main page, disclosed as **Exhibit P-5**.

Online Booking Fee

\$1.50 per movie ticket
Non-Refundable

Online booking fee is capped at a maximum of 4 tickets per transaction.

0 Movie Tickets x \$1.50 = **\$0.00**

Scene+ Member Discount = **\$0.00**
*\$0.50 discount per ticket

26. Unlike the mention that applicable taxes will be added at checkout, the representations made to the consumer in the top of the Ticket Selection Webpage make no mention of the Online Booking Fee. This visual architecture of the Webpage controls the consumer's exploration, leading them to conclude their purchase without taking notice of the Online Booking Fee.

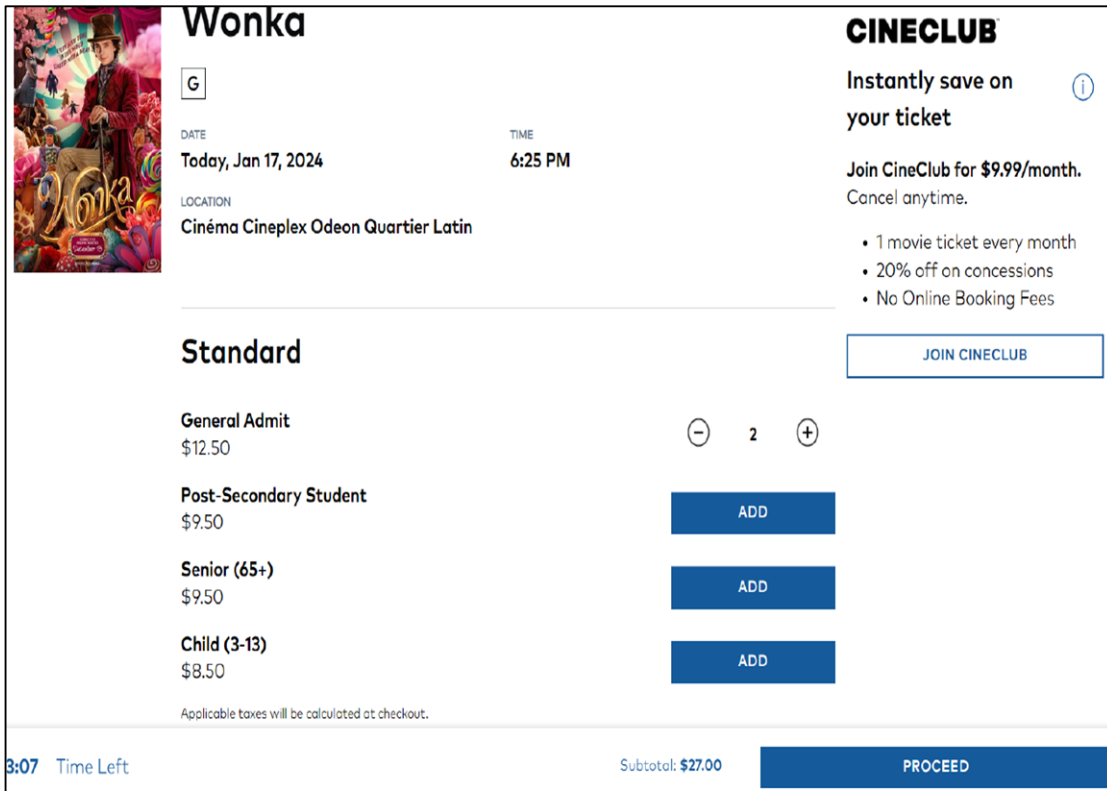
b) General Impression of the Ticket Selection Page – After Tickets Added

27. The next step in the checkout process is for the consumer to add their desired Movie Ticket(s) to their cart. After the consumer clicks the blue button "Add" next to their desired type of Movie Ticket, the ticket is added to their cart and the consumer's subtotal is updated and shown on the Floating Ribbon displayed across the bottom of the webpage (the "**Added Ticket Webpage**").

28. For example, in the image below, Cineplex makes the following representations to a Scene+ member consumer who selects two Movie Tickets, as seen more fully on the copy of the screenshot of Added Ticket Webpage disclosed herewith as **Exhibit P-6**:

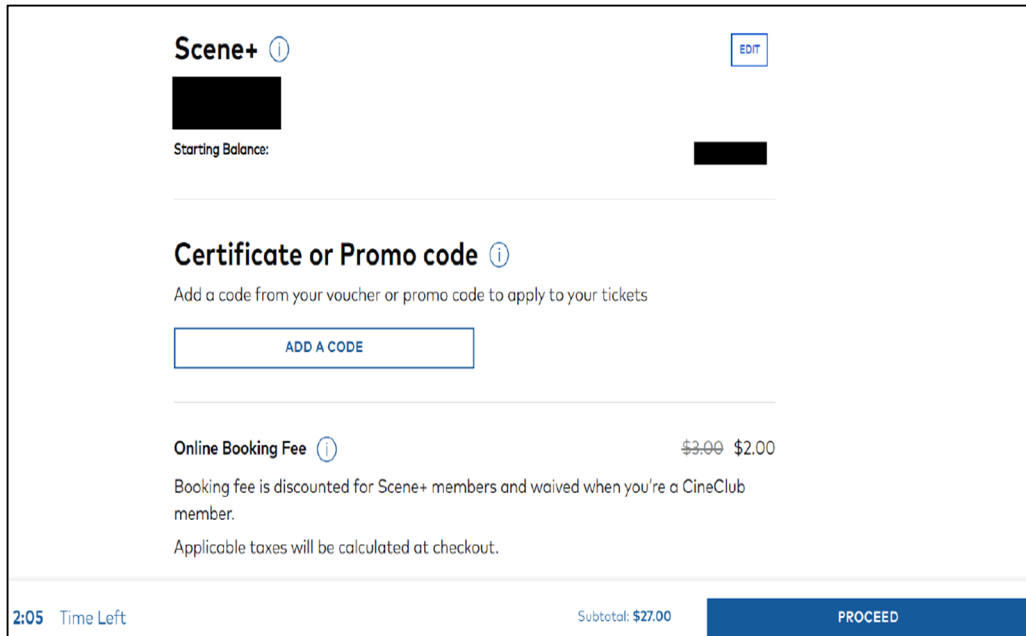
- I. Cineplex represents to the consumer that General Admit Movie Ticket is advertised at CAD\$12.50 each.
- II. Cineplex represents to the consumer that in addition to the CAD\$12.50 per ticket, applicable taxes will be calculated at checkout.
- III. Cineplex represents to the consumer on the Floating Banner, which appears to be the bottom of the webpage, that the sum of these two Movie Tickets is \$27.00
- IV. Cineplex represents to the consumer on the Floating Banner, which appears to be the bottom of the webpage, that they only have 3 minutes and 7 seconds

remaining to complete all the steps of their transaction and prompts them to PROCEED.



29. The Added Ticket Webpage gives the general impression that it is the sum of the total value of the tickets. For the inexperienced and credulous consumer who is given the general impression that time is of the essence and that they must hurry to complete their purchase, as there is only 3 minutes and 7 seconds left to complete the entire checkout process, they likely trust that the subtotal displayed is indeed the sum of the advertised First Price of the tickets added to the cart.
30. Contrary to the Added Ticket Webpage's general impression of the First Price, the subtotal is not the sum of the First Price of the selected Movie Tickets. Rather, the subtotal is the sum of the First Price of the selected Movie Tickets plus an additional Online Booking Fee for each of these Movie Tickets.
31. In this example, instead of charging the represented First Price of \$12.50 (plus taxes) for each "General Admit" Movie Ticket, Cineplex charges \$13.50 (plus taxes). The First Price plus the Online Booking Fee is the "Total Price". Had the consumer not been a Scene+ member, the overcharge would have been greater at a surcharge of \$1.50 per Movie Ticket.
32. As seen in the image below, only after scrolling down well past the Floating Ribbon's false floor that incites the consumer to proceed with their purchase, Cineplex makes

additional representations pertaining to the purchase of the Movie Ticket, including the representation that some consumers may be charged an Online Booking Fee in addition to the First Price of their Movie Ticket(s), as appears more fully in the screenshot of the Added Ticket Webpage, disclosed as **Exhibit P-6**.



33. Cineplex represents the Online Booking Fee at the very bottom of the webpage, which a curious consumer would only notice if they scrolled down past the Floating Ribbon, which has the visual effect of discouraging a consumer to scroll down as it appears as a floor or bottom of the webpage.

Mobile App

a) General Impression of the Ticket Selection Page – Before Tickets Added

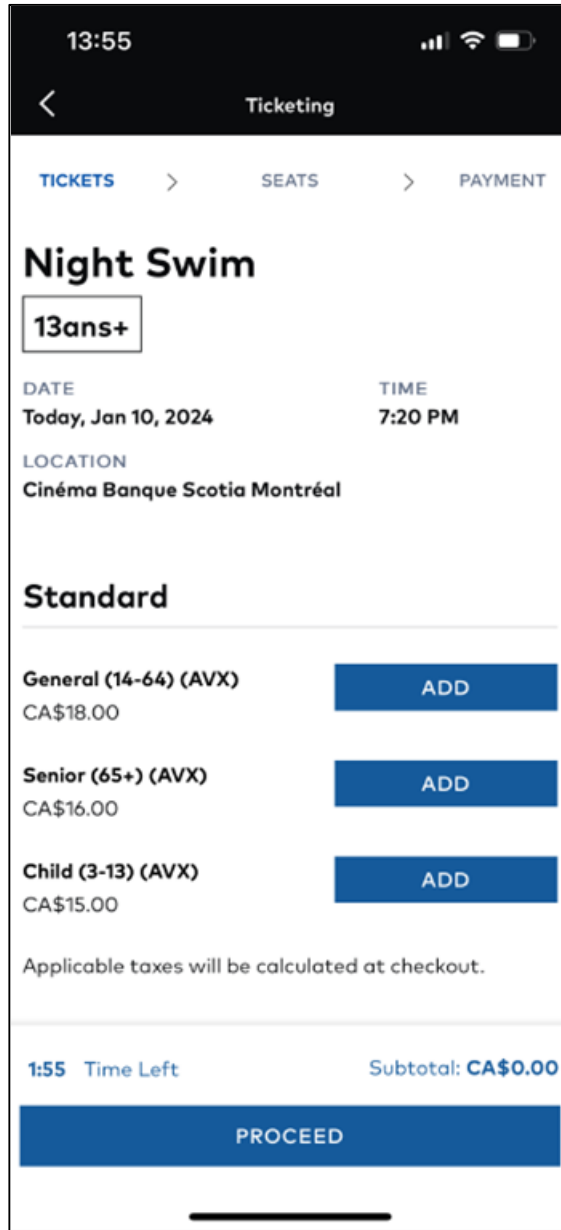
34. The checkout process and representations made on the Mobile App are like those made on the Webpage. As such, when purchasing a Movie Ticket through the Mobile App, Cineplex Mobile, the consumer must first log into their Cineplex account. After logging into their account, the consumer must select a theatre location, movie and showtime.

35. After the consumer selects the desired theatre location, movie and showtime, they are taken to the application screen to select their desired tickets e (the “**Mobile Ticket Selection App Screen**”) where Cineplex makes several representations about the Movie Ticket, notably advertising the price of each type of Movie Ticket..

36. On the Mobile Ticket Selection App Screen, Cineplex represents specific pieces of information to the consumer related to their Movie Ticket purchase, which include:

- IV. At the top of the screen shown to the consumer, Cineplex represents the information regarding the selected movie, theatre location, and showtime;
- V. In the middle of the screen shown to the consumer, Cineplex represents the First Price for different ticket types depending on age and indicates that applicable taxes will be calculated at checkout;
- VI. At the bottom of the screen shown to the consumer, Cineplex represents a visual banner or ribbon that includes a countdown timer, a subtotal and a PROCEED button (the “**Floating Ribbon**”).

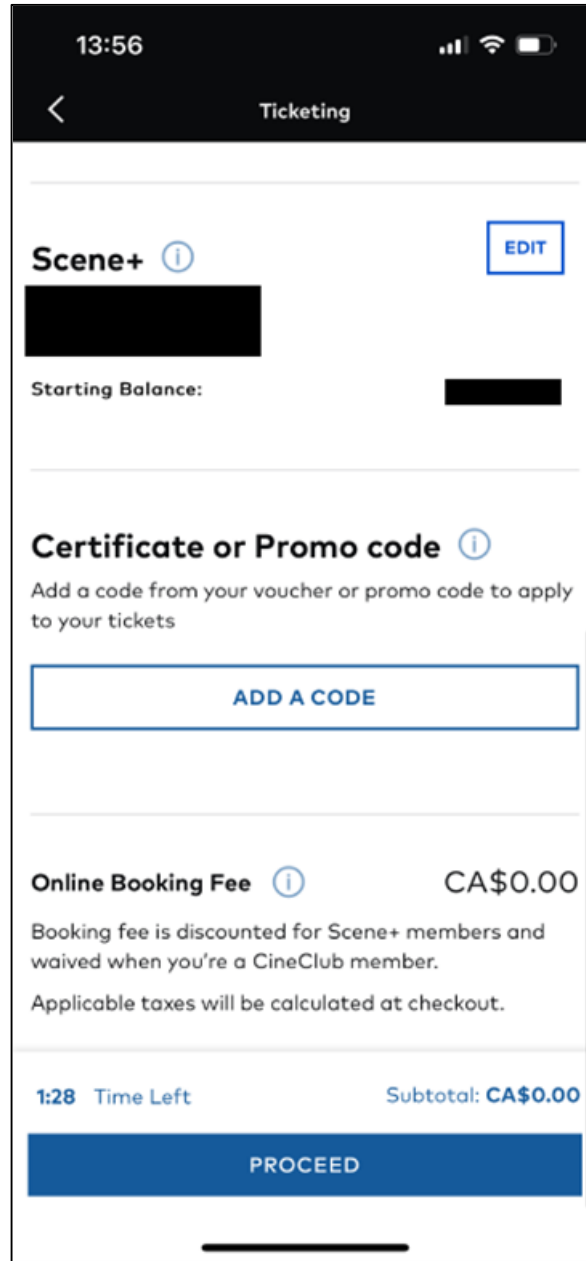
37. As seen in the below screenshot of the top of the Mobile Ticket Selection App Screen, Cineplex makes the following representations, as seen more fully on page 1 of the Mobile App Screenshots disclosed herewith as **Exhibit P-7**:



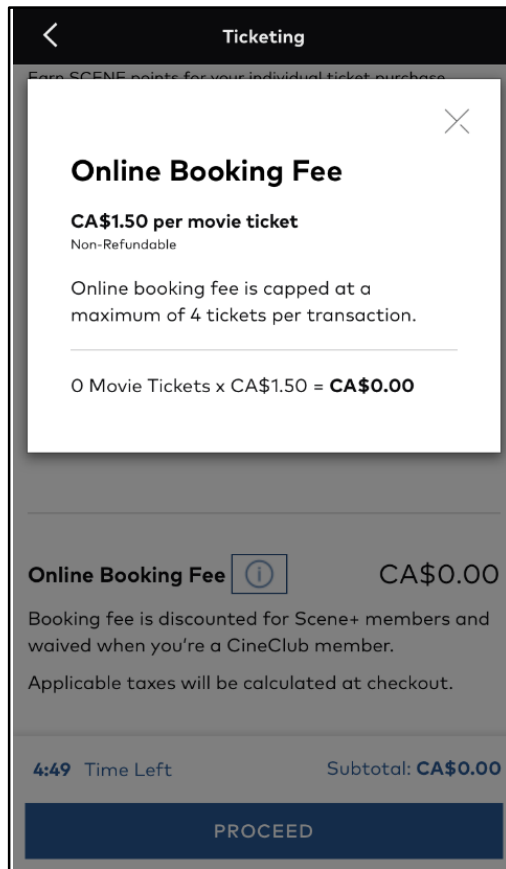
- I. At the top of the screen shown to the consumer, Cineplex represents that Night Swim is shown at the Cinema Banque Scotia Montreal on January 10, 2024 at 7:20 pm.
- II. In the middle of the Mobile Ticket Selection App Screen, Cineplex represents that the consumer may purchase a Movie Ticket for the following First Price:
 - i. A General (14-64) (AVX) Movie Ticket is \$18.00
 - ii. A Senior (65+) (AVX) Movie Ticket is \$16.00

iii. A Child (3-13)(AVX) Movie Ticket is \$15.00

- III. In their representation of this First Price, Cineplex represents to the consumer that in addition to the First Price, taxes will be calculated at checkout.
- IV. At the bottom of the screen shown to the consumer, on the Floating Ribbon, Cineplex represents that there is 1 minute and 55 seconds remaining to complete the purchase and that the subtotal is currently \$0.00.
38. For a consumer visiting the Mobile Ticket Selection App Screen, and as seen in the above screenshot, the Floating Ribbon gives the general impression that it is the “floor” or bottom of the entire webpage. The Floating Ribbon creates the visual impression that the above representations contain all necessary information for the consumer to conclude their purchase.
39. In addition, the countdown timer on the Floating Ribbon gives a general impression that there is some urgency to complete their transaction and the big blue “PROCEED” button prompts them to continue through to the checkout.
40. In reality, however, despite the visual impression given by Cineplex’s Mobile App that the consumer is looking at all the information necessary to make their purchase, notably the impression of a false floor or bottom of the webpage given by Floating Ribbon, the above screenshot is only the top-half of the Mobile Ticket Selection App Screen.
41. As seen in the screenshot below, only after scrolling down well past and below the Floating Ribbon inviting a consumer to proceed with their purchase, Cineplex makes additional representations pertaining to the purchase of the Movie Ticket, including the representation that some consumers may be charged an Online Booking Fee in addition to the First Price of their Movie Ticket(s), as appears more fully on page 2 of the Mobile App Screenshots, disclosed as **Exhibit P-7**.



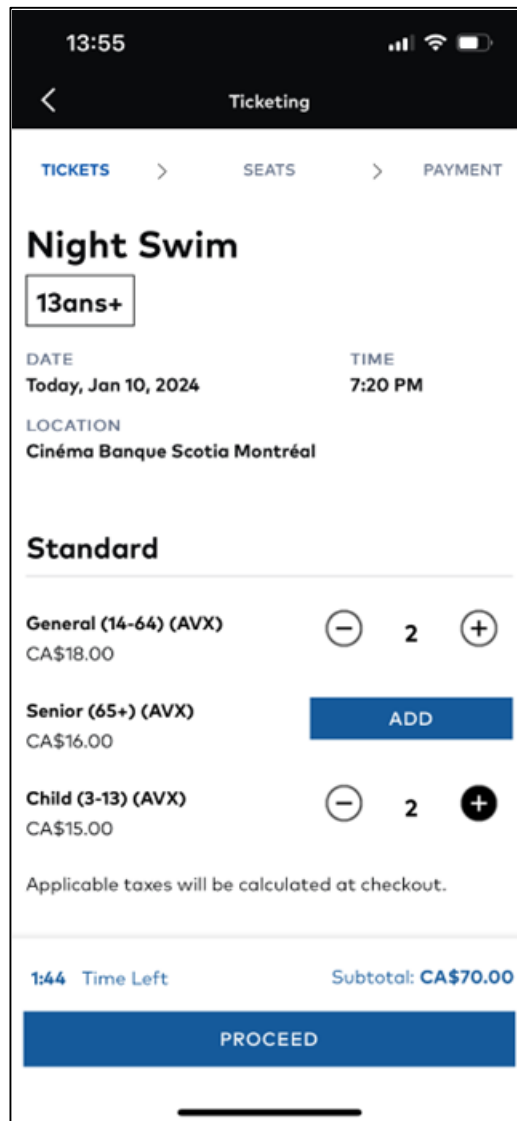
42. Only if the consumer scrolls past the above displayed information, will they then have the opportunity to notice that Cineplex indicates that consumers may be charged an Online Booking Fee in addition to the cost of their Movie Ticket(s). Consumers must scroll past the First Price in order to see information about the Online Booking Fee.
43. Like on the Webpage, clicking on the encircled blue “i” next to the words “Online Booking Fee” generates a pop-up wherein Cineplex defines the “Online Booking Fee”, disclosed as **Exhibit P-8**:



b) General Impression of the Ticket Selection Page – After Tickets Added

44. The next step in the checkout process is for the consumer to add their desired Movie Ticket(s) to their cart. After the consumer clicks the blue button “Add” next to their desired type of Movie Ticket, the ticket is added to their cart and the consumer’s subtotal is updated and shown on the Floating Ribbon displayed across the bottom of the Mobile App (the **Added Ticket App Screen**”).
45. For example, in the below image of the top of the Added Ticket App Screen, Cineplex makes the following representations to a Scene+ member consumer who selects four Movie Tickets, as seen more fully on page 3 of the Mobile App Screenshots featured in **Exhibit P-7**:
- I. Cineplex represents the price of a General (14-64) (AVX) Movie Ticket at \$18.00 and the price of a Child (3-13) (AVX) Movie Ticket at \$15.00 each.
 - II. Cineplex represents to the consumer that in addition to the advertised price per ticket, applicable taxes will be calculated at checkout.

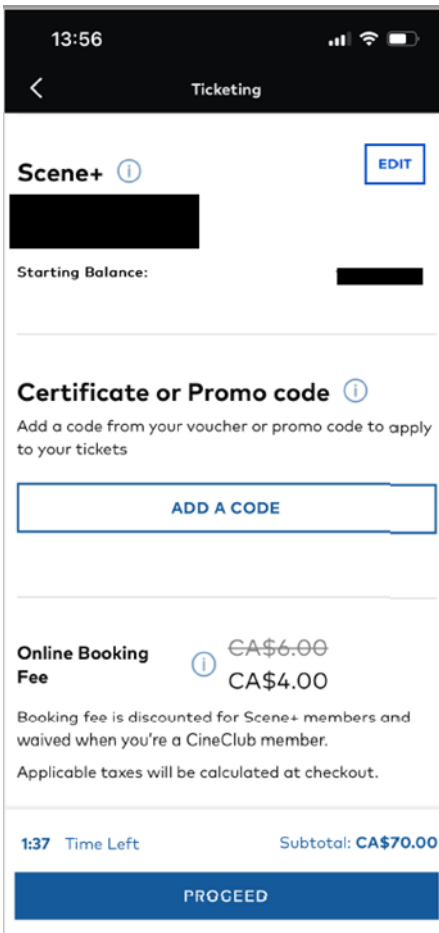
- III. Cineplex represents to the consumer on the Floating Banner, which appears to be the bottom of the webpage, that the sum of these four selected Movie Tickets is \$70.00
- IV. Cineplex represents to the consumer on the Floating Banner, which appears to be the bottom of the webpage, that they only have 1 minute and 44 seconds remaining to complete all the steps of their transaction and prompts them to PROCEED.



46. The Added Ticket App Screen gives the general impression that it is the sum of the total value of the tickets. For the inexperienced and credulous consumer who is given the general impression that time is of the essence and that they must hurry to complete their purchase, as there is only 1 minute and 44 seconds left to complete the entire

checkout process, they likely trust that the subtotal displayed is indeed the sum of the advertised First Price of the tickets added to the cart.

47. Contrary to the above general impression of the Added Ticket App Screen, the subtotal is not the sum of the First Price of the selected Movie Tickets. Rather, the subtotal is the sum of the First Price of the selected Movie Tickets plus an additional Online Booking Fee for each of these Movie Tickets.
48. In this example, instead of charging the represented First Price of \$18.00 (plus taxes) for each General (14-64) (AVX) Movie Ticket, Cineplex charges \$19.00 (plus taxes). The First Price plus the Online Booking Fee is the "Total Price". Had the consumer not been a Scene+ member, the overcharge would have been greater at a surcharge of \$1.50 per Movie Ticket.
49. As seen in the image below of the bottom of the Added Ticket App Screen, only after scrolling down well past the Floating Ribbon's false floor that incites the consumer to proceed with their purchase, Cineplex makes additional representations pertaining to the purchase of the Movie Ticket, including the representation that some consumers may be charged an Online Booking Fee in addition to the First Price of their Movie Ticket(s), as appears more fully on page 4 of the Mobile App Screenshots disclosed as **Exhibit P-7**.



50. Like they did on the Website, on the Mobile App, Cineplex represents the Online Booking Fee at the very bottom of the Added Ticket App Screen, which a curious consumer would only notice if they scrolled down past the Floating Ribbon, which has the visual effect of discouraging a consumer to scroll down as it appears as a floor or bottom of the page.

The Deceptive Online Ticketing Strategies

51. The purposeful design of how Online Booking Fees are displayed to consumers distort cost representation and keep consumers unaware of these fees throughout the purchase. The online pricing is misleading, with an intentionally high display on the 'Tickets' page, concealing the fee at the bottom, and a constant 'proceed' button obfuscating the need for scrolling in order to understand price.

52. Moreover, the integration of the fee into the subtotal adds complexity, and in the final stages, separating it from the initial price remains problematic. Urgency cues, like a countdown timer, increase pressure for quick purchases, potentially obscuring the full

cost or any added fees through detailed scrutiny, preventing consumers from recognizing the full cost or discovering added fees by scrolling down.

53. In support of the fact that Cineplex's checkout process is deceptive and misleading to consumers, the above-described conduct has been under investigation by the Competition Bureau. On or around May 17, 2023, the Competition Bureau took legal action against the Defendants for advertising movie tickets at a lower price than what many consumers must pay. The Bureau alleges that the Defendants are breaking the law by adding an additional Online Booking Fee that raises the price of its tickets purchased online, as it appears from the copy of the Competition Bureau's press release dated May 18, 2023 and disclosed herewith as **Exhibit P-9**.

IV. The Defendants' Unlawful Conduct

Alleged Breaches under the CPA

54. Article 219 of CPA prohibits false or misleading price representations to a consumer.

219. No merchant, manufacturer or advertiser may, by any means whatever, make false or misleading representations to a consumer.

55. Article 224 of CPA prohibits advertising an incomplete or fragmented price. In other words, the Defendants are prohibited from selling a Movie Ticket at a price which is higher than the advertised price:

224. No merchant, manufacturer or advertiser may, by any means whatever,

...

(c) charge, for goods or services, a higher price than that advertised.

For the purposes of subparagraph a.1 of the first paragraph, the price actually paid by the merchant is the price the merchant paid reduced by all the charges the merchant paid but that have been or will be reimbursed.

For the purposes of subparagraph c of the first paragraph, the price advertised must include the total amount the consumer must pay for the goods or services. However, the price advertised need not include the Québec sales tax or the Goods and Services Tax. More emphasis must be put on the price advertised than on the amounts of which the price is made up.

56. Article 228 of CPA explicitly prohibits merchants from omitting crucial information, such as the presence of an Online Booking Fee, in any communication or representation made to a consumer.

228. No merchant, manufacturer or advertiser may fail to mention an important fact in any representation made to a consumer.

57. Throughout the entire check-out process to purchase a Movie Ticket, Cineplex represented that Movie Tickets were available at the First Price, prominently displayed on the Booking Platform.
58. By the following conduct, Cineplex obscured or hid the additional costs of the Online Booking Fee that was subsequently added to the price of the Movie Ticket:
- a. By indicating a price of the Movie Ticket with the First Price, and subsequently adding an Online Booking Fee, the price advertised failed to include the total amount the consumer must pay for the good;
 - b. By including the Online Booking Fee information as the last piece of information on the webpage, which would only be accessed by a curious consumer who by accident continued to scroll down the webpage.
 - c. The Booking Platforms, by use of a prominent web banner that is glued to the bottom of the consumer's screen, i.e. it does not move as they scroll, give the general impression that this web banner is the bottom of the webpage, or in the alternative, gives the impression that the subtotal is a sum of the First Price of the Movie Tickets, prompts the consumer to "PROCEED" and instills a sense of urgency with the countdown time.
59. Cineplex unlawfully charges the Class Members a price for the Movie Tickets that is higher than the one advertised by them on their Website and Mobile App, as appears from the material facts set out in the above section.
60. In addition, this Online Booking Fee is not tax, neither the provincial Québec sales tax or the Canadian Goods and Services Tax, nor is it another fee imposed by a legislature or Act of Parliament. Rather, this Online Booking Fee is a source of revenue for Cineplex.
61. Cineplex failed to disclose the Online Booking Fee when representing the First Price.
62. Throughout the Class Period, Cineplex either knew, deliberately disregarded, was ignorant, careless or seriously negligent as to the fact that representing Movie Tickets or Online Ticket Services as available at the First Price, which was exclusive of the Online Booking Fee, was fundamentally deceptive or false.
63. In addition to the breach of article 224c) of the CPA, alternatively, by the same conduct described above, Cineplex failed to mention an important fact in their representation to the consumer contrary to article 228 CPA. In other words, by not indicating the Online Booking Fee in the initial advertised First Price, Cineplex failed to disclose the

important fact that the advertised First Price was not the total price of the good, i.e. the Movie Ticket.

Alleged Breaches under the Competition Act

64. Article 52 of the *Competition Act* prohibits Cineplex from promoting a product and knowingly or recklessly making a representation to the public that is false or misleading. In other words, the law prohibits the Defendants from representing a Movie Ticket at a non-attainable price:

52 (1) No person shall, for the purpose of promoting, directly or indirectly, the supply or use of a product or for the purpose of promoting, directly or indirectly, any business interest, by any means whatever, knowingly or recklessly make a representation to the public that is false or misleading in a material respect.

...

(1.3) For greater certainty, the making of a representation of a price that is not attainable due to fixed obligatory charges or fees constitutes a false or misleading representation, unless the obligatory charges or fees represent only an amount imposed by or under an Act of Parliament or the legislature of a province.

65. Throughout the entire check-out process to purchase a Movie Ticket, Cineplex represented that Movie Tickets were available at the First Price, prominently displayed on the Booking Platform as a point-of-purchase indicator. In other words, Cineplex represented the Movie Ticket to be attainable at the First Price.

66. In fact, no consumer who is not a CineClub member can purchase the Movie Ticket in the Booking Platforms can obtain the Movie Ticket for the First Price. Even for individuals who are CineClub members they ultimately have to pay \$9.99 per month to have the Online Fees waived, which in and of itself is an indirect way of charging a price for a good that is higher than what was initially advertised.

67. The fact that this Online Booking Fee is only charged online, and not at the ticket boxes of the movie theatres, is a knowingly or reckless tactic to add unexpected additional costs to consumers who seek the convenience of online purchase outlets or who wish to ensure that there is a reserved seat for them at the desired movie event.

68. By the following conduct, Cineplex knowingly or recklessly represented the Movie Ticket as available for the non-attainable First Price, which is false and misleading:

- d. By representing price of the Movie Ticket with the First Price throughout all steps of the check-out process;

- e. By subsequently adding an Online Booking Fee, the price advertised, i.e. the First Price, becomes non attainable;
- f. By including the Online Booking Fee information as the last piece of information on the webpage, which would only be accessed by a curious consumer who continued to scroll down the webpage.
- g. By their use of the Floating Ribbon that is glued to the bottom of the consumer's screen, i.e. it does not move as they scroll, giving the general impression that this web banner is the bottom of the webpage, or in the alternative, gives the impression that the subtotal is a sum of the First Price of the Movie Tickets, prompts the consumer to "PROCEED" and instills a sense of urgency with the time clicker.

69. Throughout the Class Period, Cineplex either intentionally or recklessly disregarded the fact that representing Movie Tickets or Online Ticket Services as available at the First Price, which was exclusive of the Online Booking Fee, was fundamentally deceptive or false as the First Price was ultimately non attainable.

70. Article 54 of the *Competition Act* prohibits Cineplex from supplying a product with two prices clearly expressed and not selling it at the lower price. In other words, the law prohibits the Defendants from representing a Movie Ticket at a non-attainable price:

Double ticketing

54 (1) No person shall supply a product at a price that exceeds the lowest of two or more prices clearly expressed by him or on his behalf, in respect of the product in the quantity in which it is so supplied and at the time at which it is so supplied,

...

71. As set out in the above material facts describing the checkout process, Cineplex displays two different prices to the consumer. At first, the Movie Ticket is advertised as being available for the First Price. However, after clicking "Add", the Movie Ticket subtotal is advertised as the First Price plus the additional Online Booking Fee.

72. On the Ticket Selection Webpage and Ticket Selection Mobile Webpage, Cineplex expressed the First Price to the consumer after they selected the desired movie, theatre, and time.

73. Immediately after the consumer clicks "Add" to the specific type of Movie Ticket, Cineplex clearly expressed a different price, which was a price equal to the First Price plus an additional \$1.00 to \$1.50 per Movie Ticket (up to maximum of four tickets).

74. Throughout the Class Period, Cineplex neglected its obligation to accurately disclose Movie Ticket prices on its Website and Mobile App.

75. Presenting Movie Tickets initially at the First Price and later advertising a distinct price upon consumer interaction, incorporating an additional Online Booking Fee, constitutes a violation of both the *Competition Act* and the *CPA*.
76. The *Competition Act* explicitly prohibits the manipulation of advertised prices through additional charges. The main goal of the *Competition Act* is to safeguard consumers from deceptive practices or confusion regarding imposed prices.

V. DAMAGES

77. As a result of the above conduct, the Applicant and Class Members are entitled to the following damages to repair the prejudice suffered:
- I. an aggregate amount for compensatory damages under the *CPA* and s 36 of the *Competition Act* on account of the damages suffered;
 - II. a reduction of his and the Class Members' obligations equivalent to a portion of the amount gained by the Defendants as a result of their violation of their obligations imposed by the *CPA*; and
 - III. an aggregate amount for punitive damages in an amount to be determined, for breach of obligations imposed on the Defendants under s 272 of the *CPA*.
78. Applicant and class members have suffered ascertainable loss as a result of Defendants' misconduct and failures to comply with the law, notably the amounts of \$1.00 for Scene+ members and \$1.50 for non-Scene+ members for each Movie Ticket purchase.
79. In addition, Cineplex's breach of law is particularly significant given they are the largest national movie operator in Canada.
80. The Defendants overall conduct before, during and after the violation, is lax, careless, passive and ignorant with respect to consumers' rights and to its own obligations.
81. The Defendants' tactic of surreptitiously adding booking fees at the last moment, alongside a timer, hides these extra charges from consumers. This practice affects how consumers behave by keeping them from scrolling down where only a particularly astute consumer may notice the added online booking fee. Additionally, using urgency cues like countdown timers puts pressure on customers, making it harder for consumers to spot these extra fees.
82. The Defendants complete disregard for consumers' rights and to its own obligations under the *CPA* is in-and-of-itself an important reason for punitive damages against the Defendants, as well as to deter and dissuade others from engaging in similar reprehensible conduct to the detriment of Quebec consumers.

83. The Defendants have generated almost \$33.8 million in Online Booking fees between June 23, 2022, and March 31, 2023, by engaging in this prohibited practice – to the detriment of Quebec consumers, as it appears from the Third Quarter Report disclosed as **Exhibit P-2**

VI. FACTS GIVING RISE TO APPLICANT'S PERSONAL CLAIM

84. Applicant Sébastien Ponton is a resident of Montréal, Quebec or purchased their ticket in Quebec.

85. On or around January 26, 2023, the Applicant purchased 1 VIP 3D Adult Movie Ticket on Cineplex's Website platform to see the movie "Avatar: The Way of the Water" playing at Cinema Cineplex Forum et VIP, located at 2313 St. Catherine Street West, Montreal at 5:30pm on January 26, 2023.

86. During the checkout process, Cineplex advertised the First Price for the Movie Ticket as \$22.50.

87. In reality, Cineplex charged the Applicant \$23.50 plus tax for the Movie Ticket.

88. The surcharge of \$1.00, paid to Cineplex by the Applicant accounts for the additional Online Booking Fee tacked on to the advertised First Price, and as appears from the copy of the Plaintiff's receipt as **Exhibit P-10**.

89. To comply with their obligations under the *CPA*, Cineplex should have charged the Plaintiff \$22.50 for the Movie Ticket, which is the price which was the first price advertised to the Applicant.

90. By charging the Plaintiff a higher price than the First Price of \$22.50 advertised to the Applicant, Cineplex's conduct constitutes a prohibited business practice as defined in the *CPA*, generally sections 219, and more specifically sections 224 c) and/or 228.

91. By charging the Application a price exceeding the initially advertised First Price of \$22.50, Cineplex's conduct has contravened the merchant's obligation to publicize the total amount that the consumer is obligated to pay for goods and services, as required by article 224(c) of the *CPA*.

92. In addition, Cineplex misled the Applicant by omitting them of the fact that the advertised first price is unattainable and that an Online Booking Fee will be added, contrary to article 228 of the *CPA*.

93. By their use of misleading and deceptive visuals on their Website, notably the Floating Ribbon, Cineplex represented a First Price of \$22.50 to the Applicant that was not

attainable due to fixed obligatory charges or fees constitutes a false or misleading representation contrary to section 52 of the *Competition Act*.

94. By expressly representing two distinct prices to the Applicant, the first of \$22.50 and the second as \$23.50, but charging the Applicant the higher of these two prices, Cineplex supplied Movie Tickets to the Applicant at a price that exceeds the lowest of two or more prices clearly expressed to the consumer in the check-out process on their Website, contrary to section 54 of the *Competition Act*.

95. As a result, Cineplex is liable to reimburse the Applicant \$1.00 (which represents the amount charged minus the First Price advertised) and an amount to be determined by the court on account of punitive damages.

VII. FACTS GIVING RISE TO CLAIMS HELD BY CLASS MEMBERS

96. The facts that give rise to the personal claim of the Applicant are the same as each personal claim belonging to members of the class against Cineplex.

97. Each member of the group purchased a Movie Ticket through Cineplex's Website or Mobile App during the Class Period.

98. The material facts that are present for the Applicant's individual case against Cineplex are the same facts underlying each Class Member's claim against Cineplex.

99. Each class member was exposed to these representations, either because they accessed the Defendants' Website and/or Mobile App.

100. Cineplex sells Movie Tickets to Class Members for a movie or cinematic events in Quebec for a price that is superior to the advertised First Price, in violation of articles 224 c) of the *CPA*.

101. In using misleading and deceptive visuals, notably the Floating Ribbon, Cineplex purposely omitted to inform each Class Member of an important fact that the advertised first price is unattainable and that an Online Booking Fee will be added, contrary to article 228 of the *CPA*.

102. In using misleading and deceptive visuals, notably the Floating Ribbon, Cineplex represented to each Class Member a price that is not attainable due to fixed obligatory charges or fees constitutes a false or misleading representation contrary to section 52 of the *Competition Act*.

103. In expressly representing to the consumer two distinct prices, Cineplex has supplied Movie Tickets to each Class Member at a price that exceeds the lowest of two or more prices clearly expressed to the consumer in the check-out process on their Website and/or Mobile App, contrary to section 54 of the *Competition Act*.

104. Consequently, each Class Member paid Cineplex an unlawfully inflated price for their Movie Ticket(s).

105. By reasons of Cineplex's conduct, the Class Members all suffered damages which they collectively claim against Cineplex.

106. Class Members, as credulous and inexperienced consumers with rights under the *CPA*, were each subjected to the Defendants' ignorance, carelessness, or serious negligence with respect to the obligations they owe to consumers.

107. All Class Members are entitled to claim the sums which they unlawfully were charged and thus paid to Cineplex for the purchase of a Movie Ticket for events in Quebec, as well as punitive damages.

VIII. IDENTICAL, SIMILAR OR RELATED QUESTIONS OF FACT OR LAW

108. The conclusions sought by each class member are the same and raise identical, similar or related questions of fact and law, namely:

- I. Have the Defendants charged an Online Booking Fee for Movie Tickets on their Booking Platforms during the Class Period?
- II. In charging any Online Booking Fee during the Class Period, did the Defendants breach ss 219, 224, or 228 of the *CPA*, or any of them?
- III. In charging any Online Booking Fee during the Class Period, did the Defendants breach ss 52 and/or 54 of the *Competition Act*?
- IV. Have the actions of the Defendants caused harm to Class Members?
- V. Are Class Members entitled to seek compensatory and/or punitive damages from the Defendants under s 272 of the *CPA*? If so, what amounts can they claim? Alternatively, are Class Members entitled to a reduction in the sales price of their Movie Ticket during the Class Period, with the specific amount to be determined?
- VI. Can Class Members claim damages under s 36 of the *Competition Act*? If so, in what amount?
- VII. Should an injunction be granted to prevent the Defendants from continuing the described unfair, deceptive, and unlawful practices?

IX. THE COMPOSITION OF CLASS MAKES RULES OF MANDATE IMPRACTICAL

109. The composition of the class makes it difficult and/or impractical to apply the rules of mandates to take part in judicial proceedings on behalf of others for consolidation of proceedings pursuant to articles 59 or 67 C.C.P.
110. In the “Investors Relation” section of its website, Cineplex boasts that it is: “is a leading media and entertainment company. As Canada’s largest and most innovative exhibitor, it welcomes millions of guests through its circuit of over 170 cinemas and location-based entertainment venues”, disclosed as **Exhibit P-11**.
111. All the facts alleged in the preceding paragraphs make it difficult, if not impossible, to trace each and every person involved in this lawsuit and to contact each member of the Group to obtain a mandate or proceed by joining actions.
112. Class Members are numerous and are scattered across Quebec.
113. According to an article published on February 9, 2023, titled “Cineplex nearly doubles revenue, attendance in fiscal 2022”, 38 million guests visited the Defendants’ theatres in 2022 according to this article, as it appears from a copy of the article disclosed as **Exhibit P-12**.
114. As a result, the number of individual and legal persons who have purchased the Defendants tickets impacted by the false and misleading price advertisements over the Class Period is expected to be quite significant within the province of Quebec.
115. In the circumstances, it would be impracticable and impossible for the Applicant to obtain a mandate from each Class Member or to join them all into a single action.
116. Moreover, the modest amount that each or some Class Member are likely entitled to claim against the Defendants makes it likely that the majority of these Class Members would hesitate to file their own individual action against the Defendants, never mind the fact that the costs associated with initiating an individual claim to pursue one’s right before the courts would be largely more significant than the amount each member can hope to obtain as a result of such individual actions.
117. In the circumstances, the class action procedure is the only appropriate procedure for the proposed Class Members to access justice and pursue their respective claims against the Defendants effectively and efficiently.
118. It would be impossible for the Applicant to retrace and contact every Member to seek a joinder or a mandate of all their claims.

X. THE PROPOSED CLASS REPRESENTATIVE

119. The Applicant seeks to be appointed the status of representative Applicant for the following reasons.
120. The Applicant is a class member and has a personal interest in seeking the conclusions sought.
121. The Applicant has the time, energy, will and determination to assume and perform the duties incumbent upon him that are required to carry out the proposed class action.
122. The Applicant acts in good faith with the only goal in accessing justice and the relief sought for themselves and for the other class members.
123. The Applicant does not have any circumstances that would put them in conflict with the other members of the class.
124. The Applicant cooperates and will continue to fully cooperate with his lawyers, who have experience in consumer protection-related class actions.
125. The Applicant has read this Application prior to its court filing and reviewed the exhibits in support thereof and understands the nature of the action.

XI. THE NATURE OF THE CLASS ACTION

126. The nature of the action the Applicant intends to bring on behalf of the Class Members is an action in compensatory and punitive damages.

XII. CONCLUSIONS SOUGHT

127. The conclusions that the Applicant wishes to introduce by way of an originating application are:
- I. **GRANT** the Applicant's action.
 - II. **ORDER** the Defendants to cease the conduct in their future representations of charging unattainable prices.
 - III. **ORDER** the Defendants to pay the Class Members damages in an amount to be determined by the Court with interest at the legal rate, plus the indemnity provided for by law in accordance with article 1619 of the *Civil Code of Quebec*, from the date of service of the *Application for Authorization to institute a class action and to obtain the status of class representative*.

- IV. **ORDER** each Defendants to pay punitive damages to the Class Members in an amount to be determined.
- V. **ORDER** that the Defendants pay the cost of these legal proceedings engaged as a result of their conduct, including the costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*.
- VI. **ORDER** the collective recovery of the Class Members' claims.
- VII. **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;
- VIII. **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.
- IX. **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.
- X. **RENDER** any other order that this Honourable Court shall determine and that is in the interest of the members of the Class.
- XI. **THE WHOLE WITH** costs, including all expert fees, notice fees, and expenses of the administrator, if any.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an originating application in damages;

APPOINT the Applicant, Sébastien Ponton, the status of Representative Plaintiff of the persons included in the Class herein described as follows:

All persons who, in the province of Quebec, paid an Online Booking Fee when purchasing a Movie Ticket through www.cineplex.com or Cineplex Mobile from the date on which

Cineplex began charging Online Booking Fees in Quebec until the date that this action is certified as a class proceeding

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

- I. Have the Defendants charged an Online Booking Fee for Movie Tickets on their Booking Platforms during the Class Period?
- II. In charging any Online Booking Fee during the Class Period, did the Defendants breach ss 219, 224, or 228 of the *CPA*, or any of them?
- III. In charging any Online Booking Fee during the Class Period, did the Defendants breach ss 52 and/or 54 of the *Competition Act*?
- IV. Have the actions of the Defendants caused harm to Class Members?
- V. Are Class Members entitled to seek compensatory and/or punitive damages from the Defendants under s 272 of the *CPA*? If so, what amounts can they claim? Alternatively, are Class Members entitled to a reduction in the sales price of their Movie Ticket during the Class Period, with the specific amount to be determined?
- VI. Can Class Members claim damages under s 36 of the *Competition Act*? If so, in what amount?
- VII. Should an injunction be granted to prevent the Defendants from continuing the described unfair, deceptive, and unlawful practices?

IDENTIFY as follows the conclusions sought by the class action in relation thereof:

- I. **GRANT** the Applicant's action.
- II. **ORDER** the Defendants to cease the conduct in their future representations of charging unattainable prices.
- III. **ORDER** the Defendants to pay the Class Members damages in an amount to be determined by the Court with interest at the legal rate, plus the indemnity provided for by law in accordance with article 1619 of the *Civil Code of Quebec*, from the date of service of the *Application for Authorization to institute a class action and to obtain the status of class representative*.
- IV. **ORDER** each Defendants to pay punitive damages to the Class Members in an amount to be determined.

- V. **ORDER** that the Defendants pay the cost of these legal proceedings engaged as a result of their conduct, including the costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*.
- VI. **ORDER** the collective recovery of the Class Members' claims.
- VII. **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;
- VIII. **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.
- IX. **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.
- X. **RENDER** any other order that this Honourable Court shall determine and that is in the interest of the members of the Class.
- XI. **THE WHOLE WITH** costs, including all expert fees, notice fees, and expenses of the administrator, if any.

DECLARE that any member who has not requested his exclusion from the class be bound by any judgment to be rendered on the class action, in accordance with law;

FIX the delay for exclusion from the Class at 60 days from the date of notice to the Class and after the expiry of such delay the members of the class who have not requested exclusion be bound by any such judgment;

ORDER the publication of a notice to the members of the Class according to the terms to be determined by the Court;

REFER the record to the Chief Justice so that he may fix the district in which the class action is to be brought and the judge before whom it will be heard and In the event that the class action is to be brought in another district, that the clerk of this Court be ordered, upon receiving the decision of the Chief Justice, to transmit the present record to the clerk of the district designated.

THE WHOLE with legal costs, including the cost of all notices.

Montréal, January 19, 2024

Slater Vecchio

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SUMMONS

(Articles 145 and following CCP)

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.

Exhibits supporting the application

In support of the *Application for authorization to Institute a Class Action*, the Applicant relies on the following exhibits:

- Exhibit P-1:** Copy of Cineplex Inc. Quebec Business Registry, CIDREQ
- Exhibit P-2:** Copy of Cineplex Inc. 2023 Third Quarter Report
- Exhibit P-3:** Copy of Cineplex Entertainment Limited Partnership Quebec Business Registry, CIDREQ
- Exhibit P-4:** Print Screen and Images of the Ticket Selection Webpage
- Exhibit P-5:** Print Screen of the Website Definition of the Online Booking Fee
- Exhibit P-6:** Print Screen and Images of the Added Ticket Webpage
- Exhibit P-7:** Mobile App Screenshots
- Exhibit P-8:** Mobile App Screenshot of the Online Booking Fee Definition
- Exhibit P-9:** Copy of the Competition Bureau Press Release
- Exhibit P-10:** Copy of the Representative's Ticket
- Exhibit P-11:** Print Screen of the Investor Relations Section of Cineplex Website
- Exhibit P-12:** Article - Cineplex nearly doubles revenue, attendance in fiscal 2022

The exhibits in support of the application are available upon request.

Defendants' answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Est, Montreal, Québec, H2Y 186,

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 case 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.

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.

Montréal, January 19, 2024

Slater Vecchio

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NOTICE OF PRESENTATION

TO:

CINEPLEX INC., legal person having its head office at 300-1303 Yonge Street, Toronto, Ontario, M4T 2Y9

and

CINEPLEX ENTERTAINMENT LIMITED PARTNERSHIP, legal person having its head office at 1303 Yonge Street, Toronto, Ontario, M4T 2Y9

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 YOURSELF ACCORDINGLY.

Montréal, January 19, 2024

Slater Vecchio

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