

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001371-257

SUPERIOR COURT
(Class Actions)

FABIOLA [REDACTED]
[REDACTED]

Applicant

v.

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

and

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

and

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

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 APPLICANTS STATE:**

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

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

I. CONDITIONS REQUIRED TO AUTHORIZE A CLASS ACTION (S. 575 C.C.P.):

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

2. On March 25, 2025, the Applicant was scheduled to travel with Sunwing from Montreal to Cancun, from the Aéroport international Pierre-Elliott-Trudeau de Montréal, operated by the Defendant Aéroports de Montréal;
3. The Applicant and her boyfriend paid \$5,000 for their 5-day vacation to Cancun with Defendant Sunwing;
4. The Applicant's flight was scheduled to depart at 9:30 a.m. on March 25, 2025;
5. Unbeknownst to the Applicant and the thousands of travelers the Montreal Airport underwent some kind of update that went sour, causing absolute chaos at the airport, as it appears from the news articles and reports communicated *en liasse* as **Exhibit P-1**;
6. Applicant communicates her Sunwing Boarding Pass as **Exhibit P-2**;
7. The Applicant's flight was delayed and she was told that she would only leave Montreal at 10:00 p.m. (arriving in Cancun at 1:00 a.m. the following day, and losing a full day of her 5-day vacation);
8. Neither Defendant Sunwing nor the Aéroports de Montréal offered the Applicant any form of compensation whatsoever; not even a snack (only the Aéroports de Montréal offered her a bottle of water and candied fruit snacks during the 12+ hour wait);
9. The similar chaos and delayed impacted Air Canada, as appears from the CBC article communicated as **Exhibit P-3** stating: "*The airport says the delays are **mainly at check-in for Air Canada and Sunwing** domestic and international flights*";
10. The Applicant and all class members have suffered real and quantifiable damages as a result of the Defendants' negligence and failure to inform, for which she holds them solidarily liable;

11. Additionally, the troubles and inconvenience caused as a direct result of the Defendants' faults and gross negligence as alleged above exceed the normal inconveniences that a person travelling in the twenty-first century encounters and should be required to accept. Indeed, a full day stuck in an airport – on a Sunwing or Air Canada ticket – is unacceptable;
12. Applicant communicates the Business information statements from the Quebec Enterprise Register for the Defendants *en liasse* as **Exhibit P-4**;
13. The Applicant is entitled to claim, and does hereby claim, on her behalf and on behalf of all Class Members, compensatory damages from Sunwing (article 1458 CCQ) and from the Aéroports de Montréal (article 1457 CCQ), including but not limited to a reduction in her obligations (in aggregate amounts on behalf of the class to be determined on the merits);
14. The Applicant also claim punitive damages on for violations of the *Consumer Protection Act* and the *Quebec Charter*, given that the Defendants failed to put adequate measures in place during the purported "update" and must be held accountable to ensure that such a major disruptions do not happen again;

B) THE COMMON QUESTIONS

15. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
 - a) Did any of the Defendants commit a fault or were they grossly negligent?
 - b) Are Class Members entitled to a reduction of their obligations, damages and/or punitive damages, and in what amounts?
 - c) Did the Aéroports de Montréal commit an extracontractual fault? If so, are Class Members entitled to damages and in what amounts?

C) THE COMPOSITION OF THE CLASS

16. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;
17. The Applicant conservatively estimates the number of persons included in the Class to be in the thousands based on what she personally witnessed at the Montreal airport on March 25, 2025;
18. The names and addresses of all persons included in the Class are not known to the Applicant, however, are all in the possession of the Defendants;
19. Class members are very numerous and are dispersed across the province, across Canada and the world;

20. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;
21. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) ADEQUATE REPRESENTATIVE

22. The Applicant request that she be appointed the status of representative plaintiff for the following main reasons:
 - a) she is a member of the Class and has a personal interest in seeking the conclusions that she proposes herein;
 - b) she is competent, in that she has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) her interests are not antagonistic to those of other Class members;
23. Additionally, the Applicant respectfully adds that:
 - a) she mandated her attorneys to file the present application for the sole purpose of having her rights, as well as the rights of the other members (including many of whom she spoke with at the airport on March 25, 2025), recognized and protected so that they can receive an adequate compensation according to the law;
 - b) she wants to hold the Defendants accountable, who have not offered any compensation at all;
 - c) she has the time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action;
 - d) she cooperates and will continue to fully cooperate with her attorneys;

II. DAMAGES

24. The Defendants have publicly acknowledged that Class Members have suffered damages;
25. In light of the foregoing, Class Members can claim the following, solidarily, against the Defendants: reduction of obligations, damages, troubles and inconvenience and punitive damages;

III. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

26. The action that the Applicant wishes to institute on behalf of the members of the Class is an action for a reduction of obligations and in damages;

27. The conclusions that the Applicant wishes to introduce by way of an originating application are:

1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class and against the Defendants;
2. **CONDEMN** the Defendants, solidarily, to pay the Class members an amount to be determined on the merits in damages and **ORDER** that this condemnation be subject to collective recovery;
3. **CONDEMN** the Defendants, solidarily, to pay the Class members punitive damages in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
4. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;
5. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
7. **CONDEMN** the Defendants, solidarily, to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

IV. JURISDICTION

28. The Applicant request that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

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

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

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

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

1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class and against the Defendants;
2. **CONDEMN** the Defendants, solidarily, to pay the Class members an amount to be determined on the merits in damages and **ORDER** that this condemnation be subject to collective recovery;
3. **CONDEMN** the Defendants, solidarily, to pay the Class members punitive damages in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
4. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;
5. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
7. **CONDEMN** the Defendants, solidarily, to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts

required to establish the amount of the collective recovery orders;

5. **ORDER** the publication of a notice to the Class members in accordance with article 579 C.C.P., pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;
6. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;
7. **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;
8. **RENDER** any other order that this Honourable Court shall determine;
9. **THE WHOLE** with costs including publication fees.

Montreal, March 25, 2025

(s) LPC Avocats

LPC AVOCATS

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Counsel for the Applicant

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

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the **Superior Court** in the judicial district of **Montreal**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

- Exhibit P-1:** *En liasse*, news articles and reports from March 25, 2025;
- Exhibit P-2:** Applicant's Sunwing boarding pass;
- Exhibit P-3:** CBC News article titled "Tech problems causing check-in, security delays at Montreal's Trudeau airport";
- Exhibit P-4:** *En liasse*, Business information statements from the Enterprise Register for the Defendants.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, March 25, 2025

(s) LPC Avocats

LPC AVOCATS

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Counsel for the Applicant

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

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

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

AÉROPORTS DE MONTRÉAL
800, Place Leigh-Capréol, bur. 1000
Montreal, Quebec, H4Y 0A5

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

GOVERN YOURSELVES ACCORDINGLY.

Montreal, March 25, 2025

(s) LPC Avocats

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