

NOTICE TO MEMBERS (DETAILED)

AUTHORIZATION TO INSTITUTE A CLASS ACTION

Gregory Bonnier v. Air Transat A.T. Inc., Transat Tours Canada Inc., Air Canada, Touram Limited Partnership (Air Canada Vacations), WestJet Airlines Ltd., WestJet Vacations Inc., Sunwing Airlines Inc., and Sunwing Vacations Inc.

***Superior Court of Québec
File No.500-06-001052-204***

1. On June 5, 2024, the Québec Court of Appeal authorized a class action against the defendants Air Transat A.T. Inc., Transat Tours Canada Inc., Air Canada, Touram Limited Partnership (Air Canada Vacations), WestJet Airlines Ltd., WestJet Vacations Inc., Sunwing Airlines Inc., and Sunwing Vacations Inc., and appointed Mr. Gregory Bonnier as representative. The group represented by Mr. Gregory Bonnier was defined as follows:

All natural persons in Québec who purchased an airline ticket or travel package sold directly by the defendants that included a flight operated by Air Canada, Touram Limited Partnership, Air Transat A.T. Inc., Transat Tours Canada Inc., WestJet Airlines Ltd., WestJet Vacations Inc., Sunwing Airlines Inc., and Sunwing Vacations Inc., which were subsequently cancelled due to the COVID-19 pandemic, and who were unable to obtain a refund or who, after a delay, were refunded in whole or in part by a third party or by the entity that sold them the ticket or travel package.

The court has not yet ruled on the merits of the plaintiff's claim, and the allegations made in the class action have not yet been proven. The defendants deny the allegations and are contesting the class action.

A. WHO IS COVERED BY THIS CLASS ACTION ?

2. This action was authorized on behalf of the Group described in paragraph 1 above. All members of the class action are automatically eligible to benefit from it and will be bound by it without having to register, unless they choose to opt out.

B. WHAT ARE THE MAIN ISSUES TO BE DECIDED IN THIS CLASS ACTION?

3. The main questions of fact and law to be dealt with collectively have been identified as follows :
 - a) Can the defendants who sell a consumer an airline ticket or travel package unilaterally decide not to refund the consumer in the event of a flight cancellation beyond the consumer's control?
 - b) In the event of a cancellation beyond the consumer's control of a flight or travel package they purchased, is the consumer entitled to a full refund, unconditionally?

- c) Do the defendants have the legal capacity to impose acceptance of a future travel credit within a certain timeframe instead of refunding the consumer in case of cancellation beyond the consumer's control?
- d) Does a consumer's acceptance of a future travel credit offered by the defendants prevent them from obtaining a refund from the defendants in the future class action, if authorized?
- e) How many people can be considered members of the Group?
- f) Must the defendants pay interest to each Group member, calculated from the date the member should have received their refund?
- g) For Group members who accepted the credit imposed by one of the defendants, should interest be calculated from the date they should have received the refund to the date they used the credit for a new flight or stay?
- h) Given that the only option imposed by the defendants to Group members was access to a credit or equivalent, can the Court allow Group members who opted for the credit to cancel that request and seek a refund?
- i) Is each Group member entitled to an amount for trouble and inconvenience?
- j) Is each Group member entitled to an amount for punitive damages?
- k) Do Group members who were refunded by the defendants or third parties after the class action was filed retain other remedies against the defendants?

C. WHAT ARE THE MAIN REMEDIES SOUGHT IN THIS CLASS ACTION?

4. The remedies sought are as follows suit :

- (1) GRANT the class action brought by the plaintiffs on behalf of the Group members against the defendants;
- (2) ORDER the defendants to pay the plaintiffs and Group members a full refund of the amount paid for airline tickets or travel packages, with legal interest plus the additional indemnity provided under article 1619 of the Civil Code of Québec, calculated from the date of service of the class action;
- (3) ORDER the defendants to pay legal interest plus the additional indemnity under article 1619 C.C.Q. on any amount that should have been refunded for airline tickets or travel packages to which the Group member was entitled, calculated from the date the member should have been refunded until the date they were refunded, in whole or in part, by a third party or by the defendant who sold them the ticket or package;

- (4) ORDER the defendants to pay legal interest plus the additional indemnity under article 1619 C.C.Q., calculated from the date the Group member should have been refunded to the date they used the imposed credit to book a new flight or stay;
- (5) ORDER that claims by members for full reimbursement and interest on those amounts be subject to individual recovery;
- (6) ORDER the defendants to pay the plaintiffs and Group members an additional sum of \$250 each for inconvenience and hardship, with legal interest plus the additional indemnity under article 1619 C.C.Q., calculated from the date of service of the class action;
- (7) ORDER the defendants to pay each plaintiff and each Group member a sum of \$250 for punitive damages, with legal interest plus the additional indemnity under article 1619 C.C.Q., calculated from the date of service of the class action;
- (8) ORDER collective recovery of the total amount of claims for moral and punitive damages;
- (9) ALLOW Group members who accepted the credit offered for future travel to cancel that reservation and request a full refund of the amount paid for a travel package or flight cancelled due to the pandemic;
- (10) ALL WITH legal costs, including notice and expert fees, if applicable.

D. HOW CAN I OPT OUT OF THIS CLASS ACTION?

5. Any member of the group who does not opt out as described below will be bound by any judgment rendered in the class action.
6. If you wish to opt out of this class action, you must notify the clerk of the Superior Court of the district of Montréal in writing before the opt-out deadline of **August 1st 2026 at 4:30 p.m.**, by mail (postmark serves as proof of transmission) or in person at the following address:

Superior Court of Québec
1 Notre-Dame East Street, Montréal (Québec) H2Y 1B6, room 1.120

You must state that you wish to opt out of the class action *Bonnier v. Air Transat A.T. Inc. et al.* (file number: 500-06-001052-204).

7. A member may no longer opt out after **August 1st 2026 at 4:30 p.m.**
8. Any group member who has filed a claim that would be disposed of by the final judgment in the class action is deemed to opt out of the Group if they do not withdraw their claim before the opt-out deadline.
9. A group member other than a representative or intervenor cannot be required to pay legal costs if the action is dismissed.

10. A member may be allowed to intervene in the proceedings if the Court considers it useful to the Group, following the procedure set out in the law.
11. **A new notice will be published at the time of the final judgment on the class action.**

E. WHERE CAN I GET MORE INFORMATION?

12. The judgment authorizing this class action and the procedures for opting out are available at the Clerk's Office of the Superior Court of the district of Montréal and in the Class Action Registry at:

<https://www.registredesactionscollectives.quebec/fr/Consulter/ApercuDemande?NoDossier=500-06-001052-204>

13. For additional questions or information, you may contact the plaintiff's attorneys at the following coordinates, free of charge:

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**PUBLICATION OF THIS NOTICE
WAS ORDERED BY THE COURT**

In the event of a discrepancy, the court's judgments prevail.