

**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

**No.: 500-06-000756-151**

**SUPERIOR COURT OF QUÉBEC  
(CLASS ACTION)**

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**DAVID HURST**, a person residing at 1507  
– 833 Agnes Street, City of New  
Westminster, Province of British Columbia,  
Canada, V3M 0B1

*Petitioner*

vs.

**AIR CANADA** an airline incorporated  
pursuant to the laws of Canada with a  
registered office at 7373 De La Côte Vertu  
Blvd West in the City of Montréal in the  
Province of Québec

*Respondent*

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**AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS  
ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE  
PLAINTIFF**

(ARTICLE 574 C.C.P. AND FOLLOWING)

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**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF  
QUÉBEC, SITTING IN AND FOR THE DISTRICT OF MONTRÉAL, THE PETITIONER  
STATES THE FOLLOWING:**

## I. GENERAL PRESENTATION

1. The Petitioner addresses the Court for the purpose of obtaining authorization to institute a class action for and on behalf of the members of the Group (as hereinafter defined) against the Respondent based on the provisions of the *Consumer Protection Act*, chapter P-40.1 (hereinafter the “CPA”) or, in the alternative, the laws of any Canadian province or territory of similar application, and the Respondent’s failure to perform obligations under a contract with each member of the Group in relation to the Flight Pass (as hereinafter defined).

## II. THE PARTIES

2. The Petitioner, David Hurst, is a resident of the province of British Columbia and a consumer within the meaning of the CPA.
3. The Petitioner wishes to institute a class action on behalf of the following Group of which the Petitioner is a member, namely:

*All “consumers”, within the meaning of the CPA, in Canada, who between August 25, 2015 and August 28, 2015:*

- a) purchased, received, and/or acquired a flight pass from Air Canada’s internet website, which consisted of credits for ten business class one-way flights in the Western USA and/or Canada (the “Flight Pass”); and*
- b) had their Flight Pass delivered to their Air Canada internet website account and subsequently removed from their internet website account by Air Canada;*

*or any other group to be determined by the Court;*

(hereinafter referred to as “**Petitioner(s)**”; the “**Class Member(s)**”, the “**Class**”, the “**Group Member(s)**”, the “**Group**”, or the “**Customer(s)**”);

4. Air Canada is a body corporate continued under the *Canada Business Corporations Act*. Its registered office is located at 7373 Boulevard de la Côte-Vertu, Saint-Laurent, Québec, Canada, H4S 1Z3, disclosed as **Exhibit P-1** is the Industry Canada corporate registry extract.

5. The Respondent carries on business in the Province of Québec and has its headquarters in the Province of Québec, disclosed as **Exhibit P-2** is the corporate registry extract from the Registraire des entreprises Québec.
6. The Respondent derives revenue as a result of its presence in the Province of Québec and providing airline services throughout Canada.
7. The Respondent is a “merchant” within the meaning of the *CPA*.
8. The Respondent offers varies flight pass products for air travel on routes serviced by Air Canada and/or its affiliates.
9. The Respondent’s flight pass products consists of two categories:
  - a. **“One Traveller”**: *This Pass can only be used by the purchaser and cannot be shared or transferred.*
  - b. **“Flight Pass for Business”**: *Flight Pass options are available to accommodate up to eight (8), twenty-five (25), or fifty (50) travelling employees.*
10. The “One Traveller” flight pass is available in the following denominations:
  - a. 10 flight credits;
  - b. Unlimited travel for 3 months; and
  - c. Unlimited travel for 6 months.
11. The “Flight Pass for Business” flight pass is available in the following denominations:
  - a. 30 flight credits for up to 8 travellers;
  - b. 100 flight credits for up to 25 travellers; and
  - c. 200 flight credits for up to 50 travellers.

### III. **FACTS GIVING RISE TO THE PETITIONER’S CLAIM**

12. On August 26, 2015, the Petitioner visited RedFlagDeals.com, a Canadian internet website and forum for sharing deals and discounts.

13. The Petitioner saw a posting on RedFlagDeals.com for the Flight Pass indicating “\$901 for 10 flights.”
14. The Petitioner proceeded to an internet website owned, operated, and maintained by the Respondent at [www.aircanada.com](http://www.aircanada.com), (the “Website”) and saw the advertised price of \$798 for the Flight Pass on the Respondent’s Website.
15. The Petitioner proceeded to purchase the Flight Pass from Respondent at \$798 for pleasure travel purposes.
16. The Respondent agreed to sell and the Petitioner agreed to purchase a Flight Pass with the name “Western USA Plus Executive 10 credits – 10 credits” bearing Product ID 225EC0000110 from the Website. Disclosed as **Exhibit P-3** is the confirmation email and receipt received by the Petitioner.
17. Identical terms and conditions as those documented in Exhibit P-3 were shown to the Petitioner prior to his agreeing to purchase the Flight Pass.
18. The use of the Website is bound by the terms of use, disclosed as **Exhibit P-4**, which is an Internet Archive webpage dated August 21, 2015 and states that:

*“This User Agreement shall be deemed to have been made in the Province of Quebec, Canada, and shall be governed in all respects by the laws of the Province of Quebec, Canada, and the federal laws applicable therein, without regard to its conflicts of law principles. You submit to the exclusive jurisdiction of the courts situated in the judicial District of Montreal, Province of Quebec for the all disputes or disagreements arising pursuant to, or transactions and relationships contemplated by, this User Agreement, and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum*

*or any other basis and undertake to file no action or bring no complaint in any other court.*

.....

*This User Agreement shall constitute the entire agreement between you and Air Canada with respect to our website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Air Canada with respect to our website. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.”*

19. Disclosed as **Exhibit P-4.1** is an Internet Archive webpage of the Website terms of use dated September 5, 2015. According to **Exhibit P-4.1**, the above referenced Website terms of use in **Exhibit P-4** was still posted on Respondent’s Website as of September 5, 2015.
20. The Flight Pass is a flight pass product for “One Traveller” that consists of 10 flight credits, as described in paragraph 9(a) and 10(a).
21. The Flight Pass consists of 10 credits, each of which can be redeemed for a one-way flight on Air Canada routes within Western Canada (British Columbia, Alberta, Saskatchewan, Manitoba, Yukon, and Northwest Territories) and the Western United States of America (Arizona, California, Nevada, Oregon, and Washington).
22. Each Flight Pass credit can be redeemed for a one-way flight on routes within the regions in paragraph 21 for flights operated by Air Canada, the budget carrier Air Canada rouge, or participating regional Air Canada Express carriers.
23. The Flight Pass entitles the Petitioner to:

- a. book a one-way flight in the Executive/Business Class fare option (J booking class), subject to availability, for each flight credit;
  - b. if the Executive/Business Class fare option is not available, an option to book in the Economy class for the same amount of flight credit as the Executive/Business class but with no further charges;
  - c. complimentary advance seat selection;
  - d. complimentary changes at any time;
  - e. access to Maple Leaf Lounges; and
  - f. earn up to 150% Aeroplan Miles for distance flown.
24. The Flight Pass issued to the Petitioner is non-transferrable and can only be used by the Petitioner.
25. The Flight Pass is valid for one year and expires on August 26, 2016 but can be extended for three months for a fee of \$300 CAD plus taxes.
26. At all material times, the Respondent required the purchaser to be a “Canadian resident with a valid address, Aeroplan membership and password at time of purchase AND during the validity period of the pass.”
27. The Respondent advertised and offered the Flight Pass for sale on the Website for \$798.00 plus taxes for a total price of \$837.90. The Petitioner accepted the Respondent’s offer by registering for the Aeroplan program and providing his credit card information and authorisation to charge his credit card for the total purchase price (the “Agreement”).
28. The Respondent performed the Agreement by charging \$837.90 to the Respondent’s credit card, adding the Flight Pass to the Petitioner’s online account on the Website, and sending the Petitioner an email that confirms, amongst other terms:

*“Your flight pass purchase is confirmed.*

***Please print this receipt for your reference.***

*Thank you for choosing Air Canada and we look forward to welcoming you on board.*

...

*Flight Pass Reference: 0140851366731*

...

*No refund, in whole or in part, will be issued for any Flight Pass.”*

29. Approximately twenty-four hours after the Petitioner’s purchase and delivery of the Flight Pass, the Respondent without notice removed the Flight Pass from the Petitioner’s account on the Website thereby preventing the Petitioner from using the Flight Pass (the “Taking”).

30. On August 28, 2015, after the Taking, the Respondent sent the Petitioner an email, disclosed as **Exhibit P-5**, stating:

*“Dear DAVID HURST:*

*We’re in touch with you regarding the Western USA Plus Pass that you recently purchased from Air Canada that was, unfortunately, incorrectly priced and is now corrected. Let me first say that we’re sorry for the inconvenience and misperception this error caused and outlined below are details of what happened and the steps we’re taking to correct this error and a gesture of thank you for your understanding.*

*On the evening of August 25th, a computer loading error resulted in a temporary mispricing of our Western USA Plus Pass product for Business Class travel. This product, good for 10 one-way flights, was mistakenly displayed at \$800 instead of the correct price of \$8,000. When we became aware of this error 24 hours later, the passes were withdrawn from sale and the booking of flights was inhibited.*

*We understand your disappointment and trust you understand we cannot honour the Flight Passes mistakenly sold at 10% of their value. Therefore, any Flight Passes purchased at the incorrect \$800 price will be cancelled and refunded. If you have already made any credit bookings with your incorrectly-priced Flight Pass, however, these flights WILL be honoured and the remaining credits cancelled and refunded on a prorated basis. We appreciate your understanding and to express our thanks, if you choose to re-purchase this*

*Flight Pass at the correct price, we will add an 11th flight credit to the package for free. (Once you complete your purchase, simply eMail us at crflightpass@aircanada.ca with your Flight Pass number and we will process the extra credit.)*

*Thank you for your support for Air Canada and, as always, we look forward to welcoming you onboard.”*

31. At all material times, the Frequently Asked Questions (“FAQ”) section accessed from the “What is a Flight Pass?” page of the Website stated, amongst other questions:

*“What happens if the Flight Pass price changes after I purchase it?”*

*The price of the Flight Pass is guaranteed. You will pay nothing more if the price of the Flight Pass changes after you purchase it.”*

32. Disclosed as **Exhibit P-6** is a computer screenshot of the question and answer cited in paragraph 31 and was published by Global News on August 27, 2015 at this internet link <http://globalnews.ca/news/2189648/air-canada-customers-angry-after-flight-pass-deal-removed-from-accounts/?iframe=true&preview=true>. Disclosed as **Exhibit P-6.1** is a printout of the Global News article.

33. Disclosed as **Exhibit P-6.2** is a webpage printout from the Respondent’s Website referencing the question in paragraph 31 above.

34. At or about the time of the Taking, the Respondent removed the question and answer cited in paragraph 31 from the FAQ section of the Website. Disclosed as **Exhibit P-7** is an excerpt printed directly from the Respondent’s Website on August 31, 2015 after the question and answer referred to in paragraph 31 was removed.

35. At or about the time of the Taking, the Respondent through its official Twitter account published numerous messages to the public. Disclosed as **Exhibit P-8** is one example of



the Respondent's message indicating that "*There is a 24 hour window, to correct err made on our fares posted online. We apologize for the inconvenience.*"

36. The Respondent has a past history of failing to exercise diligence in verifying its Website price advertisements. For example, disclosed as **Exhibit P-8.1** are internet forum discussions referencing an incident relating to the Respondent's Website price advertisements on or around December 31, 2006.
37. Even after the initial filing of this authorization motion/application, the Respondent continues to fail to exercise diligence and to take necessary steps to verify its Website price advertisements. For example:
  - a. Disclosed as **Exhibit P-8.2** is an article referring to the Respondent's Website price advertisement for various routes on or about September 18, 2015;
  - b. Disclosed as **Exhibit P-8.3** is a posting on the Respondent's official Twitter account confirming the above noted incident on September 18, 2015; and
  - c. On or about November 18, 2015, a price advertisement incident similar to the matter in the present authorization motion/application occurred on the Respondent's Website. Disclosed as **Exhibit P-8.4** are internet forum discussions on or about November 18, 2015 referring to the incident. Disclosed as **Exhibit P-8.5** is a screenshot of the advertised price on the Respondent's website on or around November 18, 2015.

IV. **FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP**

38. The Respondent advertised a price of approximately \$798, depending on the Group Member's province of residence, for the Flight Pass.
39. Every member of the Group purchased, received, or acquired the Flight Pass from the Respondent's Website during the material times.
40. Every member of the Group is bound by the same Website terms of use, as disclosed in Exhibit P-4.

41. The question and answer referred to in paragraph 31 applied to the Flight Passes purchased, received, or acquired by every member of the Group.
42. Every member of the Group was presented with terms and conditions identical to the ones in Exhibit P-3 and thereafter received a confirmation and/or receipt in the form of that in Exhibit P-3.
43. Every member of the Group had their Flight Passes unilaterally removed from their Website accounts by the Respondent on or about August 26, 2015 without agreement or consent.
44. Every member of the Group received an email from the Respondent in the form of that in Exhibit P-5.
45. The Group Members may only use the Flight Pass personally and cannot trade, resell or otherwise transfer the Flight Pass, as indicated in paragraph 24.
46. The Group Members are “consumers” within the meaning of the *CPA*.
47. All of the damages to the Group Members are a direct and proximate result of the Respondent’s abusive and unilateral conduct.
48. The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Group.
49. In taking the foregoing into account, all members of the Group are justified in claiming damages.

V. **CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

50. The composition of the Group makes the application of the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings impractical or impossible in this case for the reasons detailed below.
51. The number of persons included in the Group is estimated to be in the thousands, if not tens of thousands.
52. The names and addresses of all persons included in the Group are not known to the Petitioner but are, however, in the possession of the Respondent.
53. The precise size of the Group and identity of the individual members in the Group are within the exclusive knowledge of the Respondent only.
54. Given the routes covered by this Flight Pass as described in paragraph 21 and the Canadian residency requirement as described in paragraph 26, the Group Members likely reside in the following provinces or territories: British Columbia, Alberta, Saskatchewan, Manitoba, Yukon, and Northwest Territories.
55. Considering Group Members have agreed to submit their claims to the exclusive jurisdiction of the courts in the province of Québec (as indicated in paragraph 18), the Group Members may only litigate in the province of Québec.
56. It is also impractical for each Group Member to travel to Québec to individually file and participate in court proceedings.
57. In addition, given the costs and risks inherent in an action before the Courts, many Group Members will hesitate to institute an individual action against the Respondent.
58. Even if the Group Members could afford such individual litigation, the Court system could not as it would be overloaded.

59. Further, individual litigation of the factual and legal issues raised by the conduct of the Respondent would increase delay and expense to all parties and to the Court system.
60. Moreover, a multitude of actions institutes risks leading to contradictory judgments on questions of fact and law that are similar or related to all Group Members.
61. These facts demonstrate that only the Respondent possesses all the information about the composition of the Group and it would be impractical, if not impossible, to contact each and every Group Member to obtain mandates and to join them in one action.
62. 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.
63. The claims of the Members raise identical, similar, or related questions of fact or law, namely:
- a. Did the Respondent contravene Article 224(c) of the *CPA*?
  - b. Does the Respondent's conduct described in paragraphs 29-35, contravene Article 219 of the *CPA*?
  - c. Did the Respondent fail to perform its obligations under the contract for Flight Pass(es) with each member of the Group?
  - d. Are the Group Members entitled to compensatory damages from the Respondent, consisting of:
    - i. a monetary amount estimated to be \$7,200 plus taxes per Group Member which represents the difference between the Flight Pass purchase price agreed upon by the Respondent and a Group Member (as described in paragraphs 27-28) and the price that the Respondent claims the Flight Pass to be worth (Exhibit P-5);
    - ii. the amount of \$500 in punitive damages per Group Member; and
    - iii. the interest and additional indemnity set out in the *Civil Code of Québec* on the above amounts, from the date of initial date of purchase of the Flight Pass?
64. The majority of the issues to be dealt with are issues common to every Group Member.

65. The damages sustained by the Group Members flow, in each instance, from a common nucleus of operative facts, namely the Respondent's advertisement on its Website regarding the price of the Flight Pass, refusal to perform its contractual obligations, unilateral and illegal removal of Flight Passes from the Group Members' possession, and sending a uniform templated email to all Group Members after the Taking of the Flight Pass.
66. All Group Members are "consumers" within the meaning of the *CPA* and presumed to be prejudiced by the Respondent's act and/or conduct.
67. Each Group Members' damages from the Respondent's act and/or conduct are identical and very similar and would not require individual recovery of claims under Articles 599-601 of the CCP.
68. The Group Member's damages can be determined with sufficient precision without individual inquiry, such that collective recovery of claims under Article 595-598 of the CCP would be appropriate.
69. The interests of justice favour that this application be granted in accordance with its conclusions.

VI. **NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

70. The action that the Petitioner wishes to institute on behalf of the members of the Group is an action for damages.
71. The conclusions that the Petitioner wishes to introduce by way of an application to institute proceedings are:

**GRANT** the class action of the Petitioner and each of the Group Members;

**DECLARE** the Respondent liable for the damages suffered by the Petitioner and each of the members of the Group;

**CONDEMN** the Respondent to pay an amount in compensatory damages to each member of the Group, in an amount to be determined by the Court, plus interest as well as additional indemnity, under Article 1619 of the CCQ, since the date of purchase;

**CONDEMN** the Respondent to pay an amount in punitive and/or exemplary damages to each member of the Group, in an amount to be determined by the Court, with interest as well as the additional indemnity, under Article 1619 of the CCQ;

**CONDEMN** the Respondent to bear the costs of the present action including expert, expertise, and notice fees;

**ORDER** that the above three condemnations be subject to collective recovery;

**RENDER** any other order that this Honourable Court shall determine and that is in the interest of the Members of the Group;

**DECLARE** that all members of the Group that have not requested their exclusion from the Group in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

**FIX** the delay of exclusion at 30 days from the date of the publication of the notice to the Group Members;

**ORDER** the publication of a notice to the members of the Group in accordance with Article 579 C.C.P.;

**THE WHOLE** with interest and additional indemnity provided for in the Civil Code of Québec and with full costs and expenses including publication fees to advise members and expert fees, if any, including those required to establish the amount of the orders for collective recovery.

72. The Petitioner suggests that this class action be exercised before the Superior Court in the District of Montréal for the following reasons:

- a. The contract between the Respondent and Group Members for the sale and purchase of Flight Passes was concluded in the Province of Québec;
- b. The contract between the Respondent and each member of the Group has a “real and substantial connection” to the Province of Québec;
- c. The obligations between the Respondent and Group Members are governed in all respects by the laws of the Province of Québec;
- d. The Respondent conducts business in the District of Montréal and the Province of Québec;
- e. The Respondent is a “merchant” within the definition of the *CPA*;
- f. The Respondent’s headquarters is in the Province of Québec; and

- g. The Group Members have, by operation of a contract between the Respondent and each member of the Group, submitted to the exclusive jurisdiction of the courts situated in the judicial District of Montréal, Province of Québec for the resolution of all disputes or disagreements.
73. The Petitioner, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the members of the Group, since the Petitioner:
- a. was aware of Respondent's advertisement of the Flight Pass on the Respondent's Website;
  - b. purchased a Flight Pass from the Respondent during the material time;
  - c. received written confirmation and delivery of the Flight Pass;
  - d. had his Flight Pass subsequently removed from his account without consent or agreement;
  - e. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Members of the Group;
  - f. is available to dedicate the time necessary for the present proceedings and to collaborate with the undersigned attorneys in this regard;
  - g. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
  - h. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
  - i. has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members;
  - j. has given the mandate to the undersigned attorneys to investigate the size of the Class and whether any Class Members complained to the consumer protection organizations of British Columbia, Quebec, or the United States of America and the Canadian Transportation Agency;
  - k. has given the mandate to the undersigned attorneys to inquire into whether this proposed class action satisfies the criteria for assistance by the Fonds D'aide Aux Recours Collectifs;
  - l. has given the mandate to the undersigned attorneys to retain a Québec attorney to assist and supervise the proceedings of this proposed class action;
  - m. does not have interests that are antagonistic to those of other members of the Group.

74. The present application is well-founded in fact and in law.

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

**GRANT** the present application;

**ASCRIBE** the Petitioner the status of representative of the persons included in the Group herein described as:

*All “consumers”, within the meaning of the CPA, in Canada, who between August 25, 2015 and August 28, 2015:*

- a) purchased, received, and/or acquired a flight pass from Air Canada’s internet website, which consisted of credits for ten business class one-way flights in the Western USA and/or Canada (the “Flight Pass”); and*
- b) had their Flight Pass delivered to their Air Canada internet website account and subsequently removed from their internet website account by Air Canada;*

*or any other group to be determined by the Court;*

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

- a. Did the Respondent contravene Article 224(c) of the *CPA*?
- b. Does the Respondent’s conduct described in paragraphs 29-35, contravene Article 219 of the *CPA*?
- c. Did the Respondent fail to perform its obligations under the contract for Flight Pass(es) with each member of the Group?
- d. Are the Group Members entitled to compensatory damages from the Respondent, consisting of:
  - i. a monetary amount estimated to be \$7,200 plus taxes per Group Member which represents the difference between the Flight Pass purchase price agreed upon by the Respondent and a Group Member (as described in paragraphs 27-28) and the price that the Respondent claims the Flight Pass to be worth (Exhibit P-5);
  - ii. the amount of \$500 in punitive damages per Group Member; and
  - iii. the interest and additional indemnity set out in the *Civil Code of Québec* on the above amounts, from the date of initial date of purchase of the Flight Pass?

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

**GRANT** the class action of the Petitioner and each of the Group Members;

**DECLARE** the Respondent liable for the damages suffered by the Petitioner and each of the members of the Group;

**CONDEMN** the Respondent to pay an amount in compensatory damages to each member of the Group, in an amount to be determined by the Court, plus interest as



well as additional indemnity, under Article 1619 of the CCQ, since the date of purchase;

**CONDEMN** the Respondent to pay an amount in punitive and/or exemplary damages to each member of the Group, in an amount to be determined by the Court, with interest as well as the additional indemnity, under Article 1619 of the CCQ;

**CONDEMN** the Respondent to bear the costs of the present action including expert, expertise, and notice fees;

**ORDER** that the above three condemnations be subject to collective recovery;

**RENDER** any other order that this Honourable Court shall determine and that is in the interest of the Members of the Group;

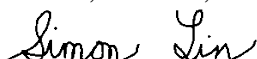
**DECLARE** that all members of the Group that have not requested their exclusion from the Group in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

**FIX** the delay of exclusion at 30 days from the date of the publication of the notice to the Group Members;

**ORDER** the publication of a notice to the members of the Group in accordance with Article 579 C.C.P.;

**THE WHOLE** with interest and additional indemnity provided for in the Civil Code of Québec and with full costs and expenses including publication fees to advise members and expert fees, if any, including those required to establish the amount of the orders for collective recovery.

Montréal, June 21, 2016



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Lawyers for the Petitioner (Applicant)

**SUMMONS**  
**(Articles 145 and following CCP)**

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**Filing of a judicial application**

Take notice that the Petitioner 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.

**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 1R6, 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 Petitioner's lawyer or, if the Petitioner is not represented, to the Petitioner.

**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 Petitioner 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**

**Exhibit P-1:** Copy of Industry Canada Corporate Search Report

**Exhibit P-2:** Copy of Registraire des entreprises Quebec Search Report

**Exhibit P-3:** Copy of confirmation received by the Petitioner from the Respondent on August 26, 2015

**Exhibit P-4:** Copy of the Respondent's Website terms of use dated August 21, 2015

**Exhibit P-4.1:** Copy of the Respondent's Website terms of use dated September 5, 2015

**Exhibit P-5:** Copy of email sent by the Respondent to the Petitioner dated August 28, 2015

**Exhibit P-6:** Copy of computer screenshot of a Frequently Asked Question on the Respondent's website on or about August 25, 2015

**Exhibit P-6.1:** A news article dated August 27, 2015 referring to the computer screenshot in Exhibit P-6

**Exhibit P-6.2:** A printout of the Respondent's website referring to flight pass frequently asked questions

**Exhibit P-7:** Copy of Frequently Asked Question on the Respondent's website dated August 31, 2015

**Exhibit P-8:** Copy of a post on Twitter made by the Respondent on August 28, 2015

**Exhibit P-8.1:** Copy of internet discussions regarding the Respondent's price advertisements around December 31, 2006

**Exhibit P-8.2:** Copy of an article regarding the Respondent's price advertisements around September 18, 2015

**Exhibit P-8.3:** Screenshot of Respondent's Twitter posts in relation to price advertisements around September 18, 2015

**Exhibit P-8.4:** Copy of internet discussions regarding the Respondent's price advertisements for flight passes around November 18, 2015

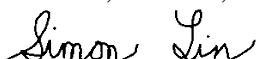
**Exhibit P-8.5:** Screenshot of the Respondent's price advertisements for flight passes around November 18, 2015

The exhibits in support of the application are available upon 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.

Montréal, June 21, 2016



---

**Simon Lin, Barrister & Solicitor (British Columbia)**  
**Garrett Munroe, Barrister & Solicitor (British Columbia)**  
2207 – 2850 Shaughnessy Street  
Port Coquitlam, BC, V3C 6K5  
Phone: 604-259-6425; Fax: 888-870-3889  
Notifications: [simon@munroelaw.ca](mailto:simon@munroelaw.ca)

**Jérémie John Martin, Attorney**  
1434 Sainte-Catherine Street West Suite 200 Montreal, Quebec, H3G 1R4  
Phone: 514-866-3636; Fax: 514-800-0677  
Notifications: [jeremiemartin@live.ca](mailto:jeremiemartin@live.ca)

Lawyers for the Petitioner (Applicant)

# Exhibit P-1



# Industry Canada

[Home](#) > [Corporations](#) > [Corporations Canada](#) > [Search for a Federal Corporation](#)

## Corporations Canada

---

### Federal Corporation Information - 4396626

[Glossary of Terms used on this page](#)

[Return to Search Results](#)

[Start New Search](#)

#### Corporation Number

4396626

##### Business Number (BN)

100092287RC0003

##### Governing Legislation

*Canada Business Corporations Act - 2006-11-24*

#### Corporate Name

AIR CANADA

#### Status

Active

#### Registered Office Address

7373 DE LA CÔTE VERTU BLVD. WEST  
SAINT LAURENT QC H4S 1Z3  
Canada

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required.

#### Directors

##### Minimum

7

##### Maximum

21

##### Directors

ROY J. ROMANOW  
9 Campus Drive  
Saskatoon SK S7N 5A5  
Canada

DAVID I. RICHARDSON  
7373 Cote Vertu Blvd. West  
7th Floor (ZIP 1273)  
Saint Laurent QC H4S 1Z3  
Canada

MADELEINE PAQUIN  
360, rue Saint-Jacques, suite 1500

Montreal QC H2Y 1P5  
Canada

VAGN SORENSEN  
7373 Cote Vertu Blvd. West  
7th Floor (ZIP 1273)  
Saint Laurent QC H4S 1Z3  
Canada

Christie J.B. Clark  
401 Bay Street  
Suite 1600  
Toronto ON M5H 2Y4  
Canada

JOSEPH LEONARD  
7373 Cote Vertu Blvd. West  
7th Floor (ZIP 1273)  
Saint Laurent QC H4S 1Z3  
Canada

CALIN ROVINESCU  
7373 Cote Vertu Blvd. West  
7th Floor  
Saint Laurent QC H4S 1Z3  
Canada

Annette Verschuren  
161 Bay Street, Brookfield Place  
TD Canada Trust Tower, Suite 4000  
Toronto ON M5J 2S1  
Canada

JEAN MARC HUOT  
1155 Rene Levesque Blvd. W.  
40th Floor  
Montreal QC H3B 3V2  
Canada

MICHAEL M. WILSON  
7373 Cote Vertu Blvd. West  
7th Floor (ZIP 1273)  
Saint Laurent QC H4S 1Z3  
Canada

MICHAEL GREEN  
60 East 42nd Street  
Suite 4510  
New York NY 10165  
United States

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required.

## Annual Filings

**Anniversary Date** (MM-DD)  
11-24

**Date of Last Annual Meeting**  
2014-05-15

**Annual Filing Period** (MM-DD)

11-24 to 01-23

00004

**Type of Corporation**

Distributing corporation

**Status of Annual Filings**

2015 - Not due

2014 - Filed

2013 - Filed

**Corporate History****Corporate Name History**

---

2006-11-24 to Present

AIR CANADA

**Certificates and Filings**

---

**Certificate of Amendment** \*

2006-11-24

Amendment details: Number of directors

**Certificate of Amalgamation**

2006-11-24

Corporations amalgamated:

o [3849678](#)o [4346271](#)**Certificate of Amendment** \*

2007-04-12

Amendment details: Other

**Proxy Circular**

Received on 2007-06-26

**Proxy Circular**

Received on 2009-05-28

**Proxy Circular**

Received on 2011-04-21 for shareholders meeting 2011-05-05

**Proxy Circular**

Received on 2012-05-08 for shareholders meeting 2012-06-04

**Proxy Circular**

Received on 2013-06-05 for shareholders meeting 2013-06-27

\* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).



# Exhibit P-2



## Search a company in the register

### State information of a legal person in the enterprise register

Information as of 2015-08-31 4:44:30

#### State information

##### Identification of the company

Québec enterprise number (NEQ)	1163479257
Name	AIR CANADA

##### Home address

Address	7373 boul. de la Côte-Vertu Montréal (Québec) H4S1Z3 Canada
---------	---

##### Address an address

<b>Company Name</b>	Air Canada
<b>Name of the natural person</b>	
Last name	Hadrovic
First name	Carolyn M.

Address	7373 boul. de la Côte-Vertu Montréal (Québec) H4S1Z3 Canada
---------	---

##### Registration

Date of registration	2006-01-31
Status	Registered
Date updated status	2006-01-31
End date of existence	No end date of existence is declared in the register.

##### Legal form

Legal form	Corporation or company
------------	------------------------

Date of incorporation	Constitution 2006-01-24
Constitutive Plan	CANADA: Canadian Act Corporations Act, RSC (1985) c. C-44
Current regime	CANADA: Canadian Act Corporations Act, RSC (1985) c. C-44

### Dates updates

Date update the information statement	2015-06-08
Date of the last annual update declaration	2015-06-08 2014
End date of the production period of the declaration of annual update 2015	2016-07-01
End date of the production period of the annual update of the 2014 Declaration	2015-07-01

### Bankruptcy

The company is not bankrupt.

### Merger and Split

The corporation has been the fusion object (s).

Guy	Applicable law	Date	Name and address of the legal entity	Component	Resultant
Fusion simplified	CANADA: Canadian Act Corporations Act, RSC (1985) c. C-44	2006-11-24	AIR CANADA 7373 WEST COAST BP UNDER 14000 LAWRENCE (QUEBEC) H4Y1H4	1142865923	1163479257

### Continuation and further processing

No continuation or other transformation was declared.

### Liquidation or dissolution

No intention of liquidation or dissolution was declared.

### Economic activities and number of employees

#### 1<sup>st</sup> sector

Economic activity code (CAE)	4511
Activity	Air transport (regular and charter flights)
Details (optional)	-

#### 2<sup>e</sup> industry

No information was reported.

**Number of employees**

Number of employees in Quebec  
Plus de 5000

**Unanimous agreement, shareholders, directors, officers and attorney****Shareholders****Largest shareholder**

The largest shareholder majority.

Name	CST Trust Company (Transfer Agent)
Address	2001 boul. Robert-Bourassa Montreal (Quebec) Canada H3A3N2

**Unanimous shareholder agreement**

There is no unanimous shareholder agreement.

**List of Directors**

Name	SORENSEN, VAGN
Start of the charge	2006-11-15
End date of the charge	
Current functions	Administrator
Address	O / S, 7373 UNDER THE COAST WEST MONTREAL (QUEBEC) H4S1Z3

Name	RICHARDSON, DAVID I.
Start of the charge	
End date of the charge	
Current functions	Administrator
Address	O / S, 7373 UNDER THE COAST WEST MONTREAL (QUEBEC) H4S1Z3

Name	HUOT, JEAN MARC
Start of the charge	2009-05-08
End date of the charge	
Current functions	Administrator
Address	1155 Rene-Levesque BLVD W Montreal Quebec Canada H3B3V2

Name	LEONARD JOSEPH
Start of the charge	2008-05-21
End date of the charge	

Current functions	Administrator
Address	O / S, 7373 UNDER THE COAST WEST MONTREAL (QUEBEC) H4S1Z3

Name	ROVINESCU, CALIN
Start of the charge	2009-04-01
End date of the charge	
Current functions	Administrator
Address	7373 boul. Côte-Vertu Montreal (Quebec) Canada H4S1Z3

Name	GREEN, MICHAEL
Start of the charge	2009-03-30
End date of the charge	
Current functions	Administrator
Address	4510-60 ST E 42nd New York New York 10165 United States

Name	Romanow, Roy J.
Start of the charge	2010-02-09
End date of the charge	
Current functions	Administrator
Address	9 CAMPUS DRIVE SASKATOON (SASKATCHEWAN) S7N5A5

Last name	Verschuren
First name	Annette
Start of the charge	2012-11-12
End date of the charge	
Current functions	Administrator
Address	4000-161 Bay Street Toronto Ontario Canada M5J2S1

Last name	Clark
First name	Christie JB
Start of the charge	2013-06-27
End date of the charge	
Current functions	Administrator
Address	1600-401 Bay STREET Toronto Ontario Canada M5H2Y4

Last name	WILSON
-----------	--------

First name	MICHAEL M.
Start of the charge	2014-10-01
End date of the charge	
Current functions	Administrator
Address	7373 boul. Côte-Vertu Montreal (Quebec) Canada H4S1Z3

Last name	Paquin
First name	Madeleine
Start of the charge	2015-05-12
End date of the charge	
Current functions	Administrator
Address	1500-360 RUE Saint-Jacques Montreal Quebec Canada H2Y1P5

### Leaders not members of the board

Name	Hadrovic, CAROLYN M.
Current functions	Secretary
Address	7373 boul. de la Côte-Vertu Montréal (Québec) H4S1Z3 Canada

### Proxy

No attorney was reported.

### Administrators of others

No director of another's property were reported.

### Institutions

Number and name of the establishment	Address	Economic Activities (CAE)
<b>0001 - AIR CANADA (Lead Institution)</b>	975 BLVD. Romeo Vachon H4Y1H1 Dorval Quebec Canada	Air transport (regular and charter flights) (4511)

### Processing documents

No document is currently being processed by the Registrar of Companies.

### Document Index

#### Save list

Document Type	Filing date the register
---------------	--------------------------

MARKETING REPORT 2014 ANNUAL UPDATE	2015-06-08
Current update statement	2014-10-02
Current update statement	2014-05-16
MARKETING REPORT 2013 ANNUAL UPDATE	2014-03-19
Current update statement	2013-07-02
MARKETING REPORT 2012 ANNUAL UPDATE	2013-02-15
Current update statement	2012-11-15
Current update statement	2012-10-26
Current update statement	2012-06-05
MARKETING REPORT 2011 ANNUAL UPDATE	2012-04-09
Current update statement	2011-10-18
Annual Statement 2010	2011-03-23
Amending Declaration	2010-08-02
State and information return in 2009	2010-03-22
Amending Declaration	2010-03-08
Amending Declaration	2010-02-18
State and information return in 2008	2009-05-12
Amending Declaration	2009-04-24
Amending Declaration	2009-03-31
Amending Declaration	2008-11-14
Amending Declaration	2008-10-14
Amending Declaration	2008-10-06
2007 Public Accountability Statement	2008-05-01
Notice of Default	2008-04-23
Amending declaration merger	2007-01-31
Declaration of registration	2006-01-31

## Name Index

Date update the index of names	2011-10-19
--------------------------------	------------

### Name

Name	Versions of the name in another language	Date of declaration of name	Date of declaration Name of withdrawal	Situation
AIR CANADA		2007-01-31		In force
SPONSORED ACGHS MANAGEMENT INC.	ACGHS HOLDING GP INC.	2006-01-31	2007-01-31	Previous

### Other names used in Québec

Other name	Versions of the name in another language	Date of declaration of name	Date of declaration Name of withdrawal	Situation
AC CARGO		2010-03-08		In force
ACGHS		2010-03-08		In force
AIR CANADA CARGO		2010-03-08		In force
AIR CANADA GROUND HANDLING		2010-03-08		In force

Air Canada Regional	2011-10-18		In force
Air Canada Regional	2011-10-18		In force
Canadian Regional Airlines	2011-10-18		In force
Canadian Regional Airlines	2011-10-18		In force
GROUND SERVICES AIR CANADA	2010-03-08		In force
SSAC	2010-03-08		In force
MONTREAL INTERNATIONAL AIRPORT	2007-01-31	2010-08-02	Previous
JEAN LESAGE INTERNATIONAL AIRPORT	2007-01-31	2010-08-02	Previous
CARGO BUILDING LCIA	2007-01-31	2010-08-02	Previous
TRANS CANADA BUSINESS PARK	2007-01-31	2010-03-08	Previous
TRANS CANADA BUSINESS PARK	2010-03-22	2010-08-02	Previous

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# Exhibit P-3

**Subject:** Fwd: Air Canada - Electronic Ticket Itinerary/Receipt  
**Date:** Sunday, August 30, 2015 at 2:40:21 PM Pacific Daylight Time  
**From:** Dave  
**To:** Garrett Munroe

Fyi

----- Forwarded message -----

From: "Air Canada" <[fpconfirmation@aircanada.ca](mailto:fpconfirmation@aircanada.ca)>  
Date: Aug 26, 2015 7:12 PM  
Subject: Air Canada - Electronic Ticket Itinerary/Receipt  
To: <[kud0s69@gmail.com](mailto:kud0s69@gmail.com)>  
Cc:

## Flight Pass

Your flight pass purchase is confirmed.

**Please print this receipt for your reference.**

Thank you for choosing Air Canada and we look forward to welcoming you on board.

### Flight Pass Information

**Flight Pass Reference:** **0140851366731**

Product Name: **Western USA Plus Executive 10 credits - 10 credits**  
Product ID: **225EC0000110**  
Start Date: **Aug 26, 2015**  
Expiry Date: **Aug 26, 2016**

Exchange one credit per direction on the following [routes](#).

#### Online services

- [Manage my flight pass](#)  
(Book, View, Change and Cancel flights).

#### Customer Care

Questions about your booking or Air Canada online services?  
[1-888-247-2262](tel:1-888-247-2262)

### Contact Information

Flight Pass Owner: **DAVID HURST**  
Email address: [kud0s69@gmail.com](mailto:kud0s69@gmail.com)  
Aeroplane Number: **727829657**  
Phone Number: [7788347339](tel:7788347339)  
Payment Card Number: \*\*\*\*\*7025

## Fare Quotes Details

### Fare Summary

	<b>Total Charge</b>
<b>Western USA Plus Executive 10 credits</b>	
<b>- 10 credits</b>	<b>\$798.00</b>
<b>Taxes</b>	
Canada Goods and Services Tax (GST/HST #100092287 RT0001)	39.90
<b>Total taxes</b>	<b>\$39.90</b>
<b>Grand Total - Canadian Dollars</b>	<b>\$837.90</b>

### Applicable Rules

All flight credits must be used and travel must be completed by **Aug 26, 2016**.

#### Residency:

Available only to Canadian residents with a valid address, Aeroplan membership and password at time of purchase AND during the validity period of the pass. For new enrolments, the activation of the Aeroplan membership may take up to 72 hours.

#### Validity Period:

- This Flight Pass is valid for twelve (12) consecutive months from date of purchase.
- One (1) month prior to its expiration date, your Flight Pass may be extended for three (3) months for a \$300 CAD fee, plus taxes. This fee is subject to change. The extension fee will be assessed at time of Flight Pass extension.
- A Flight Pass extension can be processed one time per pass and must be completed prior to pass expiration. All unused flight credits remaining beyond the Flight Pass expiration date, or the extended expiration date, will be forfeited.

#### Booking Flight Credits:

To view available flights and eligible itineraries, click on the **PREVIEW FLIGHT AVAILABILITY** button above.

- Flight credit bookings are subject to availability of Executive fare option (J booking class);
- Flight credits are non-transferable and can only be used by the purchaser;
- One (1) flight credit is required per direction including connections;
- Flight credit bookings are subject to availability of Business Class fare option (J booking class).
- In the event that Business Class (J booking class) is not available, reservations in Economy class or Premium rouge, as well as same day airport standby, are permitted at no charge. If you voluntarily downgrade to Economy class or select a flight operated by Air Canada rouge, you will still be charged a flight credit.
- Bookings are permitted up to one (1) hour prior to scheduled departure;
- Flight credits may be available for booking only 24 hours after purchase once purchase procedures have been finalized;
- Flight credits can be used only for flights operated by Air Canada, Air Canada rouge and participating Air Canada Express carriers. Codeshare flights are not permitted. You'll want to learn more about Air Canada rouge's in-flight services, amenities, baggage allowance and fees, as these may differ from those of Air Canada.  
[http://www.aircanada.com/shared/en/common/flights/pop\\_about\\_rouge.html](http://www.aircanada.com/shared/en/common/flights/pop_about_rouge.html)
- Flight credits cannot be booked for travel between two (2) U.S. destinations;
- Flight credits can be used only on Air Canada, Air Canada rouge and participating Air Canada Express carriers. Codeshare flights are not permitted. Flights operated by Air Canada rouge are sold subject to government approval. Please note that video-on-demand at every seat is not available on flights operated by Air Canada rouge;
- Flights and routes may be seasonal and are subject to change without notice at any time;
- Flight Pass travel is subject to Air Canada's normal checked baggage policies.

**Changes and Cancellations:**

- Flight credit booking changes and same-day changes done either at the airport, using web check-in or at a self-service kiosk are subject to availability;
- Flight credit bookings must be cancelled at least one (1) hour prior to scheduled departure time or flight credits will be forfeited;
- Any changes or cancellations made to Flight Pass bookings must be done online or in exceptional circumstances by Air Canada Reservations;
- No refund, in whole or in part, will be issued for any Flight Pass;

**Seat Selection:**

Advance seat selection is complimentary when done at [aircanada.com](http://aircanada.com) or through Air Canada Call Centres.

**Altitude Qualifying Miles:**

Traveller will earn 150% Aeroplan Miles (Altitude Qualifying Miles) for distance flown in Business Class on flights operated by Air Canada and participating Air Canada Express carriers when using flight credits. Altitude Qualifying Miles qualify for Air Canada Altitude status.

**These terms and conditions may change at any time without notice and other conditions may apply.**

[View my flight pass](#)

This service email was sent to you because you are an Air Canada customer and your Aeroplan profile contains an email address. This service email is not a promotional email and provides important flight information that must be communicated to you regarding your Air Canada Flight Pass. Your privacy is important to us. To learn how Air Canada collects, uses, and protects the personal information you provide, please view our Privacy Policy. Please do not reply to this email, as this inbox is not monitored. If you have any questions, please visit [aircanada.com](http://aircanada.com). Air Canada, PO Box 64239, RPO Thorncliffe, Calgary Alberta, T2K 6J7. ®Aeroplan is a registered trademark of Aimia Canada Inc.

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# Exhibit P-4

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21  
2014 2015 2016 [Close](#)  
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- by entering into this User Agreement and using and accessing our web site, including purchasing any products services contained herein, are not breaching any other agreement or obligation or any provision of any law or regulation, or infringing on the intellectual property rights of any third party;
- have obtained all necessary approvals, consents and authorizations from any third party to submit information, including personal information and to delete or modify information;
- accept full responsibility for all assessments, charges, duties, fees, and taxes and any other financial liability resulting from your use of our web site under your name or account, as well as all use of others using your name or account on our web site;
- agree to supervise all persons who have not reached the age of majority in your jurisdiction who use or access our website under or using your name or account; and
- have submitted or will submit, or others using or accessing our web site under or using your name or account have submitted or will submit, information, content or material which is true and accurate.

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now known or hereinafter discovered, that performs the same or a similar function, in order to, without limitation: "data mine"; "screen scrape"; data process; access, extract, copy, distribute, aggregate or acquire information; generate impressions or clicks; input or store information; search or generate searches; or manipulate or monitor any portion or content of our website;

- unless expressly provided for within these terms, create derivative works from or otherwise copy, license, display, publish, perform, recreate, reproduce, sell, transfer, transmit or otherwise distribute, modify, edit, add to, mirror, frame, re-render, truncate, inject, filter or change of the order of any information, products, services, and software contained or offered on, or obtainable by, through or from our website. Without limiting the generality of the foregoing, you shall not cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners, advertisement, or anything else that minimizes, covers, or otherwise inhibits the full display of our website;
- use or access our website in such manner, or otherwise take any action, that taxes our infrastructure to an unreasonable and disproportionate extent, or reduces the speed of our web site, that otherwise interferes with the normal functioning of our website or otherwise abuses or overuses our website;
- circumvent, or attempt to circumvent, any measures or precautions taken by Air Canada to prevent the use or access of our website, or any other action, in violation of this User Agreement;
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# Exhibit P-5

**Subject:** Fwd: MESSAGE FROM AIR CANADA

**Date:** Sunday, August 30, 2015 at 2:40:53 PM Pacific Daylight Time

**From:** Dave

**To:** Garrett Munroe

Fyi

----- Forwarded message -----

From: "[support.help@aircanada.ca](mailto:support.help@aircanada.ca)" <[support.help@aircanada.ca](mailto:support.help@aircanada.ca)>

Date: Aug 28, 2015 11:10 AM

Subject: MESSAGE FROM AIR CANADA

To: "[kud0s69@gmail.com](mailto:kud0s69@gmail.com)" <[kud0s69@gmail.com](mailto:kud0s69@gmail.com)>

Cc:

AEROPLAN NUMBER: 727829657

Dear DAVID HURST:

We're in touch with you regarding the Western USA Plus Pass that you recently purchased from Air Canada that was, unfortunately, incorrectly priced and is now corrected. Let me first say that we're sorry for the inconvenience and misperception this error caused and outlined below are details of what happened and the steps we're taking to correct this error and a gesture of thank you for your understanding.

On the evening of August 25<sup>th</sup>, a computer loading error resulted in a temporary mispricing of our Western USA Plus Pass\_product for Business Class travel. This product, good for 10 one-way flights, was mistakenly-displayed at \$800 instead of the correct price of \$8,000. When we became aware of this error 24 hours later, the passes were withdrawn from sale and the booking of flights was inhibited.

We understand your disappointment and trust you understand we cannot honour the Flight Passes mistakenly sold at 10% of their value. Therefore, any Flight Passes purchased at the incorrect \$800 price will be cancelled and refunded. If you have already made any credit bookings with your incorrectly-priced Flight Pass, however, these flights WILL be honoured and the remaining credits cancelled and refunded on a prorated basis. We appreciate your understanding and to express our thanks, if you choose to re-purchase this Flight Pass at the correct price, we will add an 11<sup>th</sup> flight credit to the package for free. (Once you complete your purchase, simply eMail us at [crflightpass@aircanada.ca](mailto:crflightpass@aircanada.ca) with your Flight Pass number and we will process the extra credit.)

Thank you for your support for Air Canada and, as always, we look forward to welcoming you onboard.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Valade', with a horizontal line underneath.

Renee Smith-Valade

Vice President, Customer Experience

# Exhibit P-6



No, Air Canada Flight Passes do not give you access to the Maple Leaf Lounge.

000029

### **How do I purchase a Flight Pass?**

Click on the Flight Pass tab located on the aircanada.com home page. You must be an Aeroplan member and must be signed into aircanada.com to purchase. If you are not yet an Aeroplan member, have not received or forgotten your PIN, select [Join Now / Sign In](#).

The cost of the Flight Wallet is in USD dollars and includes all applicable taxes, fees and charges.

### **What happens if the Flight Pass price changes after I purchase it?**

The price of the Flight Pass is guaranteed. You will pay nothing more if the price of the Flight Pass changes after you purchase it.

### **Can I transfer my Flight Pass and flight credits to someone else?**

Flight Pass products and flight credits are non-transferable and can be used by the purchaser only.

### **Can my travel agent purchase a Flight Pass for me?**

Your travel agent can also purchase the Flight Pass for you. However, when your travel agent makes the purchase, only your travel agent can make your bookings using your flight credits, and you will not earn 1 Aeroplan Mile for every \$3 spent.

### **What is a Flight Pass?**

The Flight Pass is a new aircanada.com feature. It can only be accessed using your Aeroplan number and PIN, or by your

# Exhibit P-6.1

Canada  
August 27, 2015 5:11 pm  
Updated: August 28, 2015 5:22 pm

## Air Canada customers angry after flight pass deal removed from accounts



By Erika Tucker Online Supervisor  
Global News

- A A +  
Listen

CALGARY – Air Canada is answering to angry clients after a “computer error” caused flights to be advertised at 10 per cent of their actual price.



Air Canada advertised a 10-credit flight pass for \$800 on Tuesday night (meaning 10 one-way flights). Many people jumped on what they thought was a deal and bought the pass. When they tried to book flights, the clients said they were unable to do so.

01:59

Air Canada customers angry after flight deal removed from accounts



Frequent traveler Chris Adam said he purchased the pass Wednesday night for \$837 and received an email receipt right away.

02:15

“Then the website crashed; I thought maybe a lot of people are taking advantage of it,” said Adam. “Today when I went to book the flights, it was empty. None of the flights showed up on my profile.”

Customers who wrote into Global News and posted on social media also said the next day the passes were removed from their accounts without any notification or refund.

## Air Canada customers angry after flight deal removed from accounts



**Jason D. Tarnow**  
@VancityCrimLaw

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@AirCanada I bought 10 Flight Passes yesterday afternoon, emailed confirmation, but today Passes aren't in my profile/account - what's up?

3:53 PM - 27 Aug 2015

4 5

**Neb Wonrat**  
@bigbert\_44

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@AirCanada is not honouring Flight Pass pricing glitch even though price is "guaranteed" under terms and conditions. @GlobalBC @CTVancouver

3:32 PM - 27 Aug 2015

5 3

**Priya Tandon**  
@priyatandon

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Dissappointed in @AirCanada for the glitch they had with flight

Click on one of the travel zones below:	STARTING FROM
Western USA	\$3,769
Central Regional	\$3,864
Northwestern	\$4,389
East-West Connector	\$4,515
Eastern Transborder	\$4,767
<b>Western USA Plus</b>	<b>\$837</b>
Central Transborder	\$5,491

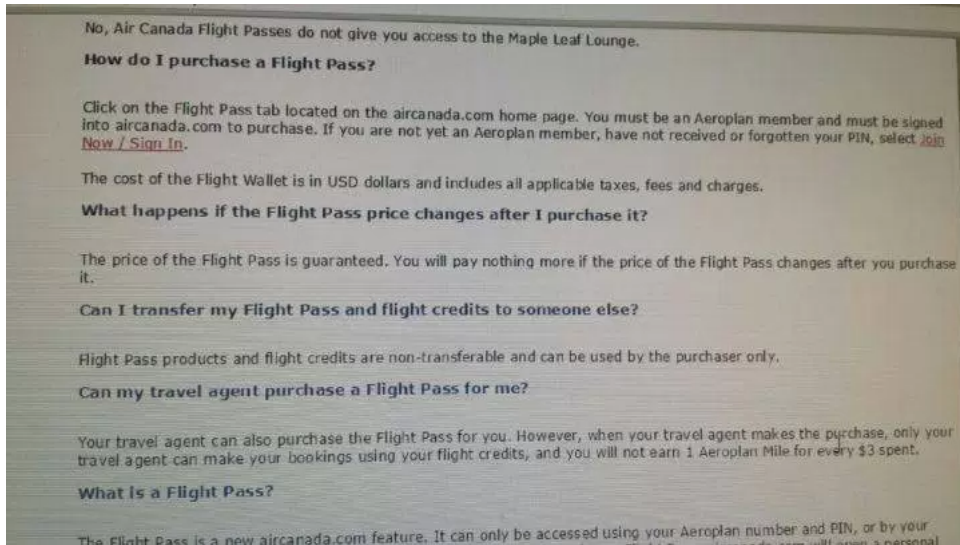
Air Canada is answering to angry clients after a “computer error” caused flights to be advertised at 10 per cent of their actual price.

Submitted

passes, yst. At least communicate to your staff what happened.

3:23 PM - 27 Aug 2015

Adam sent in a screenshot showing Air Canada's claim that "the price of the Flight Pass is guaranteed. You will pay nothing more if the price of the Flight Pass changes after you purchase it." He said that FAQ section was later removed.



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-  **Air Canada shaves airfares as battle with WestJet heats up**



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Air Canada spokesperson Peter Fitzpatrick said in a statement a "computer loading error resulted in a temporary mispricing of a West Coast flight pass product for Business Class travel" on Aug. 25.

"The product, good for 10 flight legs, was displayed at CAD\$800 instead of the correct price of CAD\$8,000. Once Air Canada became aware of the error on the evening of August 26, the passes were withdrawn from sale and the booking of flight credits was inhibited. Air Canada is contacting purchasers to apologize and provide a refund. However, any flight pass credit bookings already made using the passes will be honored."

Adam wondered how any bookings could have been completed when he was told there was a waiting period.

"There's a 24-hour waiting period before you can book a flight pass, because I tried to redeem them last night," he said. "And then a little message said, 'it'll be finalized after a certain point.'"

**Should Air Canada have to honour the flight passes?**

Yes, as it was advertised on the company's site

No, it was an honest mistake

No, but customers should get a smaller freebie

Other:

**Vote**

[View Results](#) PollDaddy.com

Fitzpatrick didn't have numbers on how many people were able to book with the passes, but said in an email that "people who used pass credits to book trips before the error was discovered will be able to use them to travel as we realize they may have made plans, booked hotels etc."

Three Vancouver brothers, who are also lawyers, are planning to fight after their passes were removed.

"Hopefully this shouldn't require a big fight, and it shouldn't require litigation. They should hold up their end of the bargain, and they should abide by the deal they struck with their customers," said Ben Tarnow, a civil litigation lawyer.

His brother Jason agreed.

“Air Canada has this you see quite often, #makeamazing. So I hope Air Canada makes amazing and holds true to their offer and honours these purchases that were made.”

Below is an apology letter from Air Canada sent to one Vancouver customer who purchased the pass:

“Dear X:

We’re in touch with you regarding the Western USA Plus Pass that you recently purchased from Air Canada that was, unfortunately, incorrectly priced and is now corrected. Let me first say that we’re sorry for the inconvenience and misperception this error caused and outlined below are details of what happened and the steps we’re taking to correct this error and a gesture of thank you for your understanding.

On the evening of August 25th, a computer loading error resulted in a temporary mispricing of our Western USA Plus Pass product for Business Class travel. This product, good for 10 one-way flights, was mistakenly displayed at \$800 instead of the correct price of \$8,000. When we became aware of this error 24 hours later, the passes were withdrawn from sale and the booking of flights was inhibited.

We understand your disappointment and trust you understand we cannot honour the Flight Passes mistakenly sold at 10% of their value. Therefore, any Flight Passes purchased at the incorrect \$800 price will be cancelled and refunded. If you have already made any credit bookings with your incorrectly-priced Flight Pass, however, these flights WILL be honoured and the remaining credits cancelled and refunded on a prorated basis. We appreciate your understanding and to express our thanks, if you choose to re-purchase this Flight Pass at the correct price, we will add an 11th flight credit to the package for free. (Once you complete your purchase, simply eMail us at crflightpass@aircanada.ca with your Flight Pass number and we will process the extra credit.)

Thank you for your support for Air Canada and, as always, we look forward to welcoming you onboard.”

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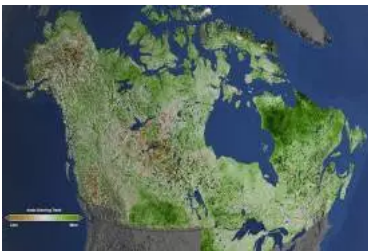
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Tech

**Drake, Kylie Jenner, now the NFL: Why are celebrity Twitter accounts being hacked?**



World

**Who is Gonzalo Curiel? The judge at the centre of Donald Trump's 'racist' attacks**



Canada

**Reality Check: Can the Liberals call a**



Health

**Here's a list of changes to Canada's sun safety guidelines, the first update in 20 years**

## **FLYERS**

More Weekly Flyers

# Exhibit P-6.2



## Flight Pass

Terms	Rapidair Pass Latitude	Sun Pass East or West	Hawaii Pass	Oil Express Pass
<b>Changes</b>	Complimentary	C\$40	C\$40	C\$40
<b>Cancel fee</b>	Complimentary	C\$40	C\$40	C\$40
<b>Same Day Airport</b>	Complimentary	n/a	C\$50	C\$150
<b>Credit forfeit</b>	yes	yes	yes	yes
<b>Validity</b>	12 Months	12 months	12 months	12 Months
<b>Refundable</b>	Non-refundable	Non-refundable	Non-refundable	Non-refundable
<b>Transferable</b>	Non-transferable	Non-transferable	Non-transferable	Non-transferable
<b>Online Upgrade 24hrs in advance</b>	yes	n/a	n/a	n/a
<b>Upgrade Using Certificate</b>	SSW, NA, SSWU	SSW, NA, SSWU	n/a	n/a
<b>Fare type</b>	Latitude	Tango Plus *	Tango Plus	Tango
<b>Booking Class</b>	M	U	V	R
<b>Passenger Information</b>	User must be specified at time of purchase	User must be specified at time of purchase	User must be specified at time of purchase	User must be specified at time of purchase

Terms	North America Pass Latitude	North America Pass Tango Plus	Rapidair Pass Tango Plus	Small Business Pass Tango Plus	Small Business Pass Latitude
<b>Changes</b>	Complimentary	C\$40	C\$40	C\$40	no fee
<b>Cancel fee</b>	Complimentary	C\$40	C\$40	C\$40	no fee
<b>Same Day Airport</b>	Complimentary	C\$50	C\$50	C\$50	no fee
<b>Credit forfeit</b>	yes	yes	yes	yes	yes
<b>Validity</b>	12 Months	12 Months	12 Months	6 Months	6 Months
<b>Refundable</b>	Non-refundable	Non-refundable	Non-refundable	Non-refundable	Non-refundable
<b>Transferable</b>	Non-transferable	Non-transferable	Non-transferable	Non-transferable	Non-transferable
<b>Online Upgrade 24hrs in advance</b>	yes	n/a	n/a	n/a	yes
<b>Upgrade Using Certificate</b>	yes	SSWU	SSWU	SSWU	SSW, NA, SSWU
<b>Fare type</b>	Latitude	Tango Plus	Tango Plus	Tango Plus	Latitude
<b>Booking Class</b>	M	B	B	B	M
<b>Passenger Information</b>	User must be specified at time of purchase	User must be specified at time of purchase	User must be specified at time of purchase	Names must be entered within 72hrs, names can be removed anytime	Names must be entered within 72hrs, names can be removed anytime

- [⚡ What is a Flight Pass?](#)
- [⚡ What are Flight Credits?](#)
- [⚡ What are the benefits of purchasing an Oil Express Pass?](#)
- [⚡ Does the price of an Oil Express Pass include taxes or extra fees?](#)
- [⚡ What happens if the Flight Pass price changes after I purchase it?](#)
- [⚡ Do I receive Aeroplan Miles for purchasing a Flight Pass?](#)
- [⚡ How do I purchase a Flight Pass?](#)
- [⚡ Can my travel agent purchase a Flight Pass for me?](#)
- [⚡ What type of purchase receipt will I receive?](#)
- [⚡ Will I receive a further receipt when I book a Flight Credit?](#)
- [⚡ How do I redeem a Flight Pass credit?](#)
- [⚡ Can I upgrade my flight booked with my Oil Express Pass?](#)
- [⚡ Can I transfer my Flight Pass and flight credits to someone else?](#)
- [⚡ How long are my Flight Pass credits valid for?](#)
- [⚡ Can I purchase a Flight Pass for my 10 year old son who will be traveling as an Unaccompanied Minor?](#)
- [⚡ I am traveling on a Flight Pass, but I have special needs.](#)

- [± Can I use the Oil Express Pass to make bookings on United Airlines code-share Flights?](#)
- [± I have booked a flight using the North America Passes and now need to make changes. How can I make changes?](#)
- [± I have an Oil Express Pass and am often in remote locations or areas without internet access. How can I make or change my Flight Pass bookings?](#)
- [± I have a flight booked using my Oil Express Pass and would like to standby for an earlier flight. Can I do this? What is the cost?](#)
- [± I have an Oil Express Pass, and want to book a flight but am unable to find a seat on the flight I desire. Why is this?](#)
- [± I've purchased an Oil Express Pass for travel related to my business, and I have since changed jobs. Can I use my remaining Flight Credits towards the purchase of an alternate Flight Pass?](#)
- [± I've purchased a Flight Pass for an employee who has left the company. Can I transfer the remaining flight credits to someone else?](#)
- [± Can I transfer my Flight Pass and flight credits to someone else?](#)
- [± My Flight Pass is expiring soon. Do I lose my remaining flight credits if they are not used?](#)

### What is a Flight Pass?

The Flight Pass is a new aircanada.com feature. It can only be accessed using your Aeroplan number and PIN, or by your travel agent if the purchase is made by them. Once you've purchased your Flight Pass, aircanada.com will open a personal online Flight Pass for you, containing your pre-paid flight credits.

Access the Flight Pass area to:

- Purchase a Flight Pass and use your pre-paid flight credits
- Make bookings using your pre-paid flight credits for your Flight Pass.
- Change flight time and dates for any bookings originally made using a flight credit
- Cancel bookings and re-credit your Flight Pass, for any bookings originally made using a flight credit
- See how many credits you have used.

### What are Flight Credits?

Air Canada Flight Passes are comprised of Flight Credits. Each Flight Credit is used for one flight segment, one direct flight, or connecting flights between an origin and a destination. The price paid for flight pass and any applicable taxes is shown on the original Purchase Receipt. Air Canada does not provide pro-rata purchase receipts when each Flight Credit is used. However, for calculation purposes the implied value of each Flight Credit may be calculated by dividing the total purchase price shown on the Purchase Receipt by the number of Flight Credits purchased. A normal round-trip flight is equivalent to two (2) Flight Credits.

### What are the benefits of purchasing an Oil Express Pass?

Purchase 6 flight credits to receive great convenience, flexibility and value:

- Great savings off already low Tango fare when you purchase an Oil Express Pass
- no advance purchase and no minimum stay requirements
- use one flight credit per direction

### Does the price of an Oil Express Pass include taxes or extra fees?

The cost of an Oil Patch Flight is shown in Canadian dollars. Only the GST (and QST where applicable) will be added when you make your Flight Pass purchase. No other additional fees or surcharges will be applied when you book your credits.

### What happens if the Flight Pass price changes after I purchase it?

The price of the Flight Pass is guaranteed. You will pay nothing more if the price of the Flight Pass changes after you purchase it.

### Do I receive Aeroplan Miles for purchasing a Flight Pass?

By purchasing any Air Canada Flight Pass you will earn Aeroplan Miles two different ways:

- Earn 1 Aeroplan Mile for every \$3 spent for purchasing at aircanada.com.
- Earn 50% Aeroplan Miles for flying with us.

### How do I purchase a Flight Pass?

Click on the Flight Pass tab located on the aircanada.com home page. You must be an Aeroplan member and must be signed into aircanada.com to purchase. If you are not yet an Aeroplan member, have not received or forgotten your PIN, select Join Now / Sign In.

The cost of each Flight Pass is shown in Canadian dollars and does not include applicable GST or QST taxes. These taxes will be added when you make your Flight Pass purchase.

### Can my travel agent purchase a Flight Pass for me?

Your travel agent can also purchase the Flight Pass for you. However, when your travel agent makes the purchase, you will not earn 1 Aeroplan Mile for every \$3 spent.

### What type of purchase receipt will I receive?

At time of initial purchase, you will receive an electronic Purchase Receipt showing a breakdown of the flight pass price and applicable taxes.

**Fare Quote Details**

<b>Toronto Flight Pass 10 Credits (Canadian Dollars)</b>	<b>2,690.00</b>
<b>Rules</b>	
<b>Taxes</b>	
Canada Goods and Services Tax (GST/HST #10009-2287)	188.30
<b>Total Taxes</b>	<b>188.30</b>
<b>Grand Total (Canadian Dollars)</b>	<b>2,878.30</b>

**Will I receive a further receipt when I book a Flight Credit?**

When you use a Flight Credit to make a booking, you will receive an electronic Itinerary Receipt showing details of your flight reservation. The Itinerary/Receipt does not provide an estimated value for each flight credit. For details, refer to "What are Flight Credits".

**How do I redeem a Flight Pass credit?**

To redeem a flight credit, access your Flight Pass from the aircanada.com home page and select the 'Book Now'

**Can I upgrade my flight booked with my Oil Express Pass?**

Upgrades are not permitted using the Oil Express Pass.

**Can I transfer my Flight Pass and flight credits to someone else?**

Flight Pass products and flight credits are non-transferable and can be used by the purchaser only.

**How long are my Flight Pass credits valid for?**

Flight credits are valid for 1 year from the date you purchased a Flight Pass. Bookings can be made 353 days in advance. All travel must be completed by the expiry date shown in Flight Pass Details section of your Flight Pass.

**Can I purchase a Flight Pass for my 10 year old son who will be traveling as an Unaccompanied Minor?**

While you can purchase a Flight Pass for your unaccompanied child and make your initial bookings online, you will need to contact Air Canada Reservations to add the Unaccompanied Minor Information, and to make any subsequent changes or to cancel your booking from that point on.

**I am traveling on a Flight Pass, but I have special needs.**

You can purchase your Flight Pass and make all initial bookings online, however you will need to contact Air Canada Reservations so your special service request can be added to your booking. From that point any subsequent changes or cancellation will also need to

**Can I use the Oil Express Pass to make bookings on United Airlines code-share Flights?**

Bookings made with the Oil Express Passes allow you to book on Air Canada, Air Canada Jazz, and Air Canada Regional partners only. It is not valid on code-share flights, or flights operated by United Airlines

**I have booked a flight using the North America Passes and now need to make changes. How can I make changes?**

All Flight Pass bookings, as well as changes to existing Flight Pass bookings must be made online at aircanada.com ( or through your travel agent). Exceptionally, Call Centre assistance is available when change to flight is imminent and is outside Travel Agency hours. Prevailing Call Centre Service fee applies.

**I have an Oil Express Pass and am often in remote locations or areas without internet access. How can I make or change my Flight Pass bookings?**

All Flight Pass bookings, as well as changes to existing Flight Pass bookings must be made online at aircanada.com ( or through your travel agent). Exceptionally, Call Centre assistance is available when change to flight is imminent and is outside Travel Agency hours. Prevailing Call Centre Service fee applies.

**I have a flight booked using my Oil Express Pass and would like to standby for an earlier flight. Can I do this? What is the cost?**

Same day Airport change is permitted at C\$150

**I have an Oil Express Pass, and want to book a flight but am unable to find a seat on the flight I desire. Why is this?**

Booking for the Oil Express Pass are made in R booking class, same as our Tango fares. There may be occasions when flights are reaching maximum capacity where a seat may not be available. Please seek an alternative flight.

**I've purchased an Oil Express Pass for travel related to my business, and I have since changed jobs. Can I use my remaining Flight Credits towards the purchase of an alternate Flight Pass?**

All Flight Passes are non-refundable / non-transferable. Original conditions apply. \*For added flexibility for your business travel needs, please see our family of Flight Passes for Business.

**I've purchased a Flight Pass for an employee who has left the company. Can I transfer the remaining flight credits to someone else?**

All Flight Passes are non-refundable / non-transferable. Original conditions apply. \*For added flexibility for your business travel needs, please see our family of Flight Passes for Business.

**Can I transfer my Flight Pass and flight credits to someone else?**

Flight Pass products and flight credits are non-transferable and can be used by the purchaser only.

**My Flight Pass is expiring soon. Do I lose my remaining flight credits if they are not used?**

[\[-\] Rate this page](#)

# Exhibit P-7

### **Who can purchase a Flight Pass?**

A Flight Pass can be purchased by any valid Aeroplan member or Travel Agent via aircanada.com. Please have the following ready:

- Mailing address
- Email address
- Payment Card number

If you are not yet an Aeroplan member, visit [Create a Profile](#).

### **How can I manage my Flight Pass?**

A Flight Pass owner or Travel Agent can manage bookings 24-7 through the Flight Pass self-service web portal. Click on "**View/Manage My Flight Pass**" link located on the "**Flight Passes**" tab.

- Redeem Flight Pass Credits up to 2 hours before departure
- Make changes or cancellations
- Track Flight Pass usage and booking history
- Designate up to 10 administrators and travel agents
- Manage travellers for multi-user Flight Passes
- Process Free upgrades, for select Latitude Flight Passes

### **How long are my Flight credits valid for?**

The majority of Flight Passes are valid for 12 months, with the exception of Promotional and Unlimited Flight Passes. The validity period for a Flight Pass depends on the type of Flight Pass purchased. Please refer to your Flight Pass's Terms and Conditions.

### **How can I change or cancel a Flight Pass booking?**

Flight Pass bookings can be changed or cancelled up until one (1) hour before departure via the Flight Pass self-service web portal. Changes/cancellations are subject to availability and fees may apply depending on the Flight Pass fare option. Call Air Canada Reservations when changes/cancellations are within one (1) hour of the flight departure or outside of travel agency hours.

### **Can I change my flight to an earlier or a later flight on the same day?**

Same-day changes can be done at the airport, with an agent or using Web check-in or a self-service kiosk. Changes are subject to availability and fees may apply depending on the fare option. Same-day airport standby may be permitted depending on routing and the fare option.

### **I have a Business Class Flight Pass. Can I book flights that do not have Business Class availability?**

In the event that Business Class (J booking class) is not available, reservations in Economy class or Premium rouge, as well as same day airport standby, are permitted at no charge. If you voluntarily downgrade to Economy class or select a flight operated by Air Canada rouge, you will still be charged a flight credit.

### **Will I receive an Itinerary Receipt when I book a reservation with my Flight Pass?**

An electronic Itinerary receipt detailing your flight reservation will be issued upon completion of a flight credit booking.

### **Can I extend unused Flight Pass credits?**

You can extend your Flight Pass for an additional three (3) months for a fee. The fee depends on the Flight Pass purchased. A Flight Pass extension is available one (1) month

Flight Pass expiration and must be processed prior to the Flight Pass expiration. Please refer to your Flight Pass's Terms and Conditions for the number of extensions permitted and the associated fees. 000043

**Can I get a refund of unused Flight Pass credits?**

Flight Passes are non-refundable and no refund, in whole or part, will be issued for unused or forfeited flight credits.

**Can I book flights with my Flight Pass on other airlines?**

Flight credits can be used only on Air Canada, Air Canada rouge and participating Air Canada Express carriers. Codeshare flights are not permitted.

**How can I share my Flight Pass credits with other people?**

Multi-traveller options are available in certain zone and the Flight Pass for Business allows credits to be used by multiple travellers. Flight Passes designed for one (1) traveller are non-transferable and can only be used by the designated traveller.

**Can I change the Flight Pass traveller names?**

Name changes are permitted on multi-passenger passes only, for a fee. Changes to the Flight Pass owner are not permitted.

**Can I use my Flight Pass to book my child to travel as an unaccompanied minor?**

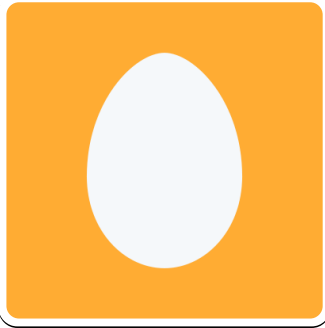
Children can be added as travellers to multi-passenger Flight Passes in the same way as any other traveller or a Flight Passes can be purchased for children between 8 and 11 years of age. If travelling as an unaccompanied minor, Flight credits can be booked online for direct nonstop flights only. You will need to contact Air Canada Reservations at 1-888-247-2262 to request the Unaccompanied Minor service. Learn more about our [Unaccompanied Minor Service](#).

# Exhibit P-8





Search Twitter [Search Icon] [Profile Icon] [Compose Icon]



TWEETS 99 FOLLOWING 87 FOLLOWERS 16

[Settings Icon] [Follow Button]

### Shababak

@Shababak

Joined May 2009

[Compose Icon] Tweet to Shababak

[Camera Icon] Photos and videos



Tweets Tweets & replies Photos & videos



Shababak @Shababak · Aug 27

Shame on you @AirCanada. Own up and honor my flight pass!

RETWEETS 2 FAVORITE 1



9:15 PM - 27 Aug 2015 · Details



Reply to @Shababak @AirCanada



Air Canada @AirCanada · Aug 28

@Shababak There is a 24 hour window, to correct err made on our fares posted online. We apologize for the inconvenience. /cl



Shababak retweeted



BuzzFeed @BuzzFeed · 2 Dec 2013

19 S'mores Recipes That Will Change Your Life [bzfd.it/IAEkFN](http://bzfd.it/IAEkFN)

RETWEETS 75 FAVORITE 146

[View summary](#)

Shababak retweeted



WIRED @WIRED · 9 Sep 2013

An Airbnb for laundry? This sharing economy concept would pay you to wash your neighbor's underwear: [bit.ly/1ax26j4](http://bit.ly/1ax26j4)

RETWEETS 51 FAVORITE 23

[View summary](#)



Shababak @Shababak · 5 Sep 2012

#AmexTennis just saw roddick practice!!



Shababak @Shababak · 25 Mar 2012

I'm an Energizer! I just took the Personality Test and this is me [bit.ly/H4JzuK](http://bit.ly/H4JzuK). What about you? [bit.ly/GGnLpd](http://bit.ly/GGnLpd)




Shababak retweeted



Joyce Melton @erinhalfelven · 11 Mar 2012

If you want to mess with someone today, ask them whether it's fall

 forward or spring back.


  3  1 

 Shababak retweeted


**Digg** @digg · 5 Feb 2012  
**digg** You've been tying your shoes the wrong way your whole life  
[digg.com/newsbar/Entert...](http://digg.com/newsbar/Entert...)

  36  18 

[View summary](#)

 Shababak retweeted

**Digg** @digg · 5 Feb 2012  
**digg** How To Walk A Dog In Denmark  
[digg.com/newsbar/Offbea...](http://digg.com/newsbar/Offbea...)

  17  6 


[View summary](#)



 Shababak retweeted

**Digg** @digg · 31 Jan 2012  
**digg** How NASA Solved a \$100 Million Problem for Five Bucks  
[digg.com/newsbar/space/...](http://digg.com/newsbar/space/...)

  26  12 

[View summary](#)

 **Shababak** @Shababak · 22 Jan 2012  
[@christianle](#) what u do?!?! Jk


[View conversation](#)



 Shababak retweeted


 **Tony Bennett** @itstonybennett · 15 Dec 2011  
Performing for all my wonderful friends at [@iTunesMusic](#). Look at all those iPhones!



  5  2 

 **Shababak** @Shababak · 26 Dec 2011  
From Dec 26-Jan 6, download free music, TV episodes, movies, apps, or books on iTunes at [vancouver.sun.com/12days](http://vancouver.sun.com/12days)

 **Shababak** @Shababak · 11 Dec 2011  
Spot the typo [#Abercrombie](#)





Shababak followed [President Obama](#), [The First Lady](#), [Bill Clinton](#) and 66 others



Follow

**President Obama** ✓

@POTUS

Dad, husband, and 44th President of the United States. Tweets may be archived: [wh.gov/privacy](http://wh.gov/privacy).



Follow

**The First Lady** ✓

@FLOTUS

This account is run by the Office of First Lady Michelle Obama. Tweets from the First Lady are signed –mo. Tweets may be archived. More at [wh.gov/privacy](http://wh.gov/privacy)



**Shababak** @Shababak · 26 Nov 2011

It's nice hearing the weather on a plane in Celsius



**Shababak** @Shababak · 16 Oct 2011

First class. Only that I should've done it on another plane >\_<



**Shababak** @Shababak · 13 Oct 2011

Smart Siri. :) [shitthatsirisays.tumblr.com](http://shitthatsirisays.tumblr.com)

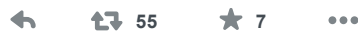


Shababak retweeted



**Bryna Corcoran** @BrynaTweets · 12 Oct 2011

Off twitter for zzz. RT @HP Enter to #win an #HP #TouchPad or be 1 of the lucky 5 to win one signed by @RealHughJackman [bit.ly/oDww9z](http://bit.ly/oDww9z)



**Shababak** @Shababak · 5 Oct 2011

RIP Steve Jobs



**Shababak** @Shababak · 7 Sep 2011

@christianle of what?



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Followed b...



**CityNews ...** ×



**ICBC @icbc** ×  
Followed b...



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### Trends · [Change](#)

#### #TuesdayEveryday

Tuesday prices everyday on any movie from Aug 31

Promoted by Cineplex

#### #VMAs

Kanye West Gives Insane, Long-Winded Speech That 8.03M Tweets about this trend

#### #turc

Dyson Heydon to stay on as royal commissioner 22.7K Tweets about this trend

#### Rajiv Mehrishi

Government appoints Rajiv Mehrishi as Home Just started trending

#### Jain

Jain practice of Santhara allowed by Supreme Court Just started trending

#### Ramcharitmanas

Prime Minister to Launch Digital Version of Epic Just started trending

#### Wes Craven

Wes Craven's Favorite Scary Movies 285K Tweets about this trend

#### #SLChat

270 Tweets about this trend

#### #BachelorInParadise

'Bachelor in Paradise' Samantha Steffen -- Does 16.6K Tweets about this trend

#### #MTVHitsLA

119K Tweets about this trend

**Oliver Sacks**

Oliver Sacks · The man  
who mistook his wife for a  
178K Tweets about this  
trend

# Exhibit P-8.1

FlyerTalk Forums > Miles&Points > Mileage Run Deals  
> **(FARE GONE) SFO-YYZ Air Canada - Business \$34.91 (w/tax) ...**

Log in Username  Remember Me? Password  Log in Register Forgot Password?

Register

Flyertalk Wiki

Today's Posts

Search

Post Reply

Page 1 of 61 1 2 3 4 5 6 7 11 51 > Last >>

Thread Tools Search this Thread

Jan 1, 06, 1:46 am

#1

KevinB

Original Poster

Join Date: Nov 2000  
Location: Home Sweet Home  
Posts: 383

**(FARE GONE) SFO-YYZ Air Canada - Business \$34.91 (w/tax)**

OK, this is freaky... Just went onto the aircanada.com site and was looking into booking a flight from San Fran to Toronto in Feb... Had a choice of ANY day for \$0.00 plus \$34.91 tax in business...

Got it for

Jan 27-29th

Feb 17 - 20th

March 10 - March 13th

May 26-29th

June 17-21st

Have a locator, picked out seats and everything... Wonder if they're gonna let me use em?

Sure hope so!

Last edited by KevinB; Jan 1, 06 at 10:56 am Reason: Changed to DEAD

Quote

Jan 1, 06, 2:09 am

#2

jarinzfin

Join Date: May 2002  
Location: AKL, New Zealand  
Posts: 241

looks like it's \$0 to most Canadian cities from SFO, tried Montreal, Quebec, Vancouver, all work, wow! 😊

Quote

Jan 1, 06, 2:10 am

#3

joelfreak

Join Date: Dec 2002  
Location: Long Island, NY  
Programs: United 1K, Continental Platium, AF Plat, Marriott Gold, Hilton Gold, Hyatt Plat, VS Silver, SPG Gold  
Posts: 1,757

First one of 2006. :-)

Wow, negative fare:

Total Charge for 2 adults  
Total Fare -24.40  
Total Taxes, Fees and Charges 94.22  
Grand Total - USD  
\$ 69.82

Total airfare charge includes all selected flights, taxes and

Last edited by joelfreak; Jan 1, 06 at 2:13 am Reason: New Info

Quote

Jan 1, 06, 2:11 am

#4

ylwae

Join Date: Jul 2004  
Programs: AC.SE

Works when booking from within Canada, too--\$40.89 in Canadian currency.

Posts: 2,485

000052



Quote

Jan 1, 06, 2:13 am

#5

**jarinzfin**

looks like it's from ALL US cities, tried LAX, ORD and a few others - all \$0 !!

Join Date: May 2002  
Location: AKL, New Zealand  
Posts: 241



Quote

Jan 1, 06, 2:22 am

#6

**Arthurs**

LOL, HNL-YYZ-HNL \$0.00 fare!! I just need a cheap way to get to HNL to start the trip. Too bad it's not the same the other way! 🤔

Join Date: Jan 2003  
Location: Ontario, Canada  
Programs: HH Diamond,  
Fairmont Premier, Marriott  
Gold, Westjet Silver  
Posts: 950



Quote

Jan 1, 06, 2:24 am

#7

**KevinB**

Original Poster

Happy New Year! 🎉

Join Date: Nov 2000  
Location: Home Sweet Home  
Posts: 383

*Last edited by KevinB; Jan 1, 06 at 2:33 am*



Quote

Jan 1, 06, 2:35 am

#8

**cbd\_sea**

yep, sea-yyz is \$0, as well, 2 adults, 2 kids, 1 infant going in march for -\$48.00 + tax, C fare!!! yes it read NEGATIVE \$48.00 on the summary page.

Join Date: May 2004  
Location: Buenos Aires,  
Argentina  
Programs: DL Silver  
Posts: 154

*Last edited by cbd\_sea; Jan 1, 06 at 2:37 am Reason: clarity*



Quote

Jan 1, 06, 2:49 am

#9

**patchan8984**

ugh it keeps sayign timed out

Join Date: Oct 2005  
Location: SFO/SJC  
Programs: UA 1K, AS  
MVPG75, AMEX PLT, Plat AMB,  
SPG/MR Gold  
Posts: 1,470

who else gets this?



Quote

Jan 1, 06, 2:50 am

#10

**tcook052**

A FlyerTalk Posting Legend  
and Moderator: Air Canada  
Aeroplan & Manufactured  
Spending

Join Date: May 2002  
Location: YEG  
Posts: 44,048

Site not responding. 😞



Quote

Jan 1, 06, 2:50 am

#11

**KevinB**

Original Poster

Think they might have just caught on.... Can't get past the first page any more.... Site unavailable....

Join Date: Nov 2000  
Location: Home Sweet Home  
Posts: 383



Quote



Jan 1, 06, 2:51 am

**YOWkid**  
FlyerTalk Evangelist  
Join Date: Nov 2002  
Location: YOW  
Posts: 12,959

Operation is timing out for me right now. Argh.

Quote

Jan 1, 06, 2:52 am

**YOWkid**  
FlyerTalk Evangelist  
Join Date: Nov 2002  
Location: YOW  
Posts: 12,959

Should have grabbed them while I could.

Quote

Jan 1, 06, 2:53 am

**MrHalliday**  
Join Date: Oct 2003  
Location: PDX/AUS  
Programs: AA-UA-AS IHG-  
SPG-Carlson  
Posts: 4,562

yep, same here...they should be sleeping !! 😊

Quote

Jan 1, 06, 2:53 am

**patchan8984**  
Join Date: Oct 2005  
Location: SFO/SJC  
Programs: UA 1K, AS  
MVP75, AMEX PLT, Plat AMB,  
SPG/MR Gold  
Posts: 1,470

i was on teh last page and gotgreedy trying to find United metal off Air Canada and went back, never was able to search again

Quote

Post Reply

Page 1 of 61 1 2 3 4 5 6 7 11 51 > Last »

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All times are GMT -6. The time now is 2:44 pm.

-- vBulletin 3 FT Style 3.7.6 PL2

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# Exhibit P-8.2



SEP 18

in 1 Stop, Depart USA, Europe, Flight, Standard Route / 0 comments

**\*\*EXPIRED\*\* ERROR FARE: BOSTON TO PARIS, FRANCE FOR A CRAZY \$226 RETU**

Error Fare flights from Boston to Paris, France for only \$226 return with Air Canada!!!

*THESE AIR CANADA ERROR FARES ARE AVAILABLE ON SO MANY DIFFERENT ROUTES.*

PLAY AROUND A LITTLE TO FIND A TRIP THAT SUITS YOU!!

**WE STRONGLY RECOMMEND YOU DELAY MAKING FURTHER PLANS AS MUCH AS POSSIBLE.**

BECAUSE THIS IS AN ERROR-FARE, THERE IS ALWAYS THE SMALL CHANCE THE AIRLINE MAY CANCEL THE TICKET.

**DEPART:**

**Boston, USA**

**ARRIVE:**

**Paris, France**

**RETURN:**

**Boston, USA**

**DATES:**

Availability from **November 2015 to March 2016**

Example dates:

10th-17th Nov

20th-27th Nov

2nd-9th Dec

7th-14th Jan

27th Jan – 3rd Feb

8th-15th Feb

22nd-29th Feb

1st-9th Mar

15th-22nd Mar

21st-28th Mar

**and more...**

**STOPS:**

**Toronto/Montreal**

**AIRLINE:**

**Air Canada**

Complete the search box with the example dates listed above:

\$99.00 + \$127.70 (taxes) = \$226.70

Final Total Price (incl. fees) (Bonus applied)

SELE



Air Canada  
Flight 8463 [CRJ](#) [more](#)

05:35pm Mar 01, Tue  
06:51pm Mar 01, Tue

Boston Logan (BOS)  
Montreal–Pierre Elliott Trudeau Inte...

🕒 Layover: 1h 19m (Short connection)



Air Canada  
Flight 870 [77W](#) [more](#)

08:10pm Mar 01, Tue  
08:45am Mar 02, Wed

Montreal–Pierre Elliott Trudeau Inte...  
Paris (CDG)

🕒 Total Trip: 9h 10m (Flight: 7h 51m)

✈️ Flight 8463 Operated by AIR CANADA EXPRESS - JAZZ

[Sel](#)



Air Canada  
Flight 881 [788](#) [more](#)

11:30am Mar 09, Wed  
01:50pm Mar 09, Wed

Paris (CDG)  
Toronto Pearson Intl (YYZ)

🕒 Layover: 2h 55m



Air Canada  
Flight 7494 [E75](#) [more](#)

04:45pm Mar 09, Wed  
06:14pm Mar 09, Wed

Toronto Pearson Intl (YYZ)  
Boston Logan (BOS)

🕒 Total Trip: 12h 44m (Flight: 9h 49m)

✈️ Flight 7494 Operated by AIR CANADA EXPRESS - SKY REGIONAL

⋮

Share this:



TRAVEL ADVICE:

US citizens should visit the [US Passports & International Travel](#) website whilst British passport holders should visit the [Foreign Travel Advice](#) website for the latest information, including exercising safety abroad and entry requirements. We recommend passport holders from other countries perform similar checks on their respective government websites.

24 Comments

Secret Flying

♥ Recommend

🔗 Share



Join the discussion...



Dave • 9 months ago

No reason to book this on Cheapoair. Available from Air Canada's website directly.

2 ^ | v • Reply • Share ›



Rob Ives • 9 months ago



It worked for me. Ottawa to Paris return via Montreal. Four tickets came to \$1190 CDN all in.

1 ^ | v • Reply • Share >



**Thomas** → Rob Ives • 9 months ago

Much appreciated. Will try to book. Site is very slow.

^ | v • Reply • Share >



**Jessaca** • 9 months ago

I booked it out of Boston. Will have to find a cheap flight from Sfo to Boston. But, cheapo air also had a sr booked. So, I booked 3 tickets with travel insurance for \$714.

1 ^ | v • Reply • Share >



**breaellis** → Jessaca • 9 months ago

It seemed like travel insurance would only let you cancel if someone died etc. Does it let you cancel for drastic reasons? Does it refund you if the airline cancels the flights?

^ | v • Reply • Share >



**U.** • 9 months ago

Seems to be gone, anyone finding any other dates?

^ | v • Reply • Share >



**Ares Leung** • 9 months ago

Sad · I am late.

^ | v • Reply • Share >



**breaellis** • 9 months ago

I booked! Boston-CDG \$223

^ | v • Reply • Share >



**Teresa Mitchell** • 9 months ago

I'm booked

^ | v • Reply • Share >



**BRIE** → Teresa Mitchell • 9 months ago

WHAT DATES FROM WHERE?

^ | v • Reply • Share >



**Travis Joynes** • 9 months ago

Man...

^ | v • Reply • Share >



**Travis Joynes** • 9 months ago

I go to cheap O with those dates and see 714 red help! Mar21-28

^ | v • Reply • Share >



**Absolute** · 9 months ago

Looks like it might have just been fixed... all the dates I previous saw for \$226 are now around \$961 Tango

^ | v · Reply · Share ›



**Rob Ives** → Absolute · 9 months ago

Yes, I just checked the flights I booked and they are now coming out to \$3150.

1 ^ | v · Reply · Share ›



**Absolute** → Rob Ives · 9 months ago

So glad I checked this site in time, missed the last couple of deals :) Thanks for the post!

^ | v · Reply · Share ›



**Louie Feagans** · 9 months ago

Anyone able to get cheapoair to work. Keeps timing out on me Originally had it pulled up but hten changed and havent gotten it to return since

^ | v · Reply · Share ›



**Mike** · 9 months ago

Also other cities in Europe -- I looked at Rome which is pricing out around \$450 rd. trp from Boston.

^ | v · Reply · Share ›



**Absolute** · 9 months ago

Booked a one-day stay at the end of January on the AC website; fare classes were K/L, so unfortunately (I managed another segment in Canada which is only 25%) - but can't beat the price!

^ | v · Reply · Share ›



**Dave** · 9 months ago

This is available for not much more from PHL and other cities!

^ | v · Reply · Share ›



**BRIE** → Dave · 9 months ago

tried philly but i think its all gone now

^ | v · Reply · Share ›



**Dave** · 9 months ago

What is the fare class?

^ | v · Reply · Share ›



**Absolute** → Dave · 9 months ago

Classes were L and K, which is Tango on AC.

^ | v · Reply · Share ›



**guest** · 9 months ago

Has anyone been able to confirm? It keeps erroring me out. Thank you!

^ | v · Reply · Share ›



guest [→ guest](#) • 9 months ago

Actually, while it timed me out of booking, when I tried to book the same dates it is now giving me a number and I just got a confirmation number. So fingers crossed! Thanks again -- this is awesome

1 [^](#) | [v](#) • [Reply](#) • [Share](#) ›

ALSO ON SECRET FLYING

**OPEN-JAW FLIGHTS FROM UKRAINE TO NEW YORK, USA, RETURNING TO TEHRAN, IRAN FOR ONLY €267**

1 comment • 4 days ago

**Avatar Marko** — I have traveled to Iran and US many times and there is no such things as visa for foreigners that went to Iran! I traveled on a Canadian passport

**HOT!! BOSTON OR BALTIMORE TO LONDON, PARIS OR AMSTERDAM FOR ONLY \$149 ONE-WAY**

5 comments • 3 hours ago

**Avatar Majid** — Nice!

**GO GO GO!!!! ERROR FARE: ZURICH, TO PHUKET, THAILAND FOR AN INSA**

222 comments • 2 days ago

**Avatar Fons** — Exactly! I completely agree. Jus people (Although Ryanair does occasior cheaper than six euros haha)

**NON-STOP FROM ISTANBUL, TURKEY OMAN FOR ONLY €145 ROUNDTRIP**

1 comment • 6 days ago

**Avatar Lewis Emmerton** — Any dates for July/ /

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You and 4 other friends like this



# Exhibit P-8.3

000063



**Fraydi Kutner** @sugarfk30 · 18 Sep 2015

@AirCanada I booked a trip during the price mistake a few hours ago and the tickets have been confirmed. Will air Canada honour it?



**Air Canada**   
@AirCanada



 Follow

@sugarfk30 Hello Fraydi, those tickets will be honoured. /cl

RETWEETS

LIKES

4

11



2:36 PM - 18 Sep 2015



 4

 11



# Exhibit P-8.4

## [Air Canada]Price error for business flight pass from Eastern Canada to Europe

Printable View

Page 1 of 2 **1** 2 Next ▶ Last ▶▶

Show 40 post(s) from this thread on one page

shenglong

Nov 18th, 2015, 12:57 PM

[Air Canada]Price error for business flight pass from Eastern Canada to Europe

Just found this. A business class flight pass from Eastern Canada to Europe (with 100 flight credits and good for 25 people) which usually worth \$271,000 is now showing for \$17,500 if you pay quarterly.

You can access this through the link below, click international, then Flight Pass for Business, then Eastern Canada to Europe.

[https://fp.aircanada.com/wallet/serv...ooklet\\_landing](https://fp.aircanada.com/wallet/serv...ooklet_landing)

It will be hot if Air Canada respects what shows on the website.

honggil

Nov 18th, 2015, 12:58 PM

Deal is dead. That was a short lived deal... AC spotted it quickly lol

Emilio06

Nov 18th, 2015, 01:01 PM

Good deal! Bought 2!

ez\_86

Nov 18th, 2015, 01:02 PM

thanks OP i was about to spend \$271,000 on one anyways...

RTM

Nov 18th, 2015, 01:02 PM

Thanks, OP for sharing.. however "Price error" or "error fare" in a forum / thread / blog topic title will usually kill the deal within a few seconds or minutes, given that most Airlines now use high frequency scanning tools on the major sites to trap those phrases and fix the fare...

torontokris

Nov 18th, 2015, 01:15 PM

interesting, I didnt know that.

methyl

Nov 18th, 2015, 01:15 PM

## Quote:

---

Originally Posted by **honggil** [»](#)

Deal is dead. That was a short lived deal... AC spotted it quickly lol

---

The deal is still live, don't use the link though, follow OP's instructions.

Now on to finding the other 24 people that want to fly to Europe twice in one year and pay their share of close to \$3000

---

**elwebmaster**

Nov 18th, 2015, 01:16 PM

RFD effect.

---

**bsobaid**

Nov 18th, 2015, 01:19 PM

\$17,500 from canada to Europe 8-10 hours flight?  
and it usually costs \$271,000?

is it for 10 people? and all of them need to book in once invoice?

I dont get it.

---

**bsobaid**

Nov 18th, 2015, 01:20 PM

## Quote:

---

Originally Posted by **Emilio06** [»](#)

Good deal! Bought 2!

---

for real?

you bought 2 tickets for \$17,500 = \$36,000 for an 8-10 hours flight?

am I really poor or everyone else has gotten really rich.

---

**Variability**

Nov 18th, 2015, 01:22 PM

My CC limit is \$15,000. I guess I'm too poor for this thread.

---

**Millenniunn**

Nov 18th, 2015, 01:22 PM

## Quote:

---

Originally Posted by **bsobaid** [»](#)

for real?

you bought 2 tickets for \$17,500 = \$36,000 for an 8-10 hours flight?

am I really poor or everyone else has gotten really rich.

---

He is just kidding..... It's like someone posted a wonderful house with \$2000k...  
Ok... Thx OP, bought 10...

000067

---

shenglong

Nov 18th, 2015, 01:24 PM

It's 100 Business Class flights for \$68,500, can be used for 25 people

---

methy1

Nov 18th, 2015, 01:24 PM

Quote:

---

Originally Posted by **bsobaid** 

\$17,500 from canada to Europe 8-10 hours flight?  
and it usually costs \$271,000?

is it for 10 people? and all of them need to book in once invoice?

I dont get it.

---

The way it works is like this, you pay \$17,500 quarterly, meaning \$70000 for the whole year. What you get is 100 flight credits. You have one year to use 100 credits. One way journey costs one credit, connecting flights don't cost extra credits as long you're still leaving eastern canada and arriving Europe or the other way round. Credits can be used by up to 25 different people. Don't need to fly together. Can book a trip couple of hours before departure if there are seats available. Business class. Only businesses can buy this so better use your bro's corporation.

---

pl840502

Nov 18th, 2015, 01:26 PM

It is still alive, just go to home page and click flight pass. But at payment page it's \$17,500 per quarter so \$68,500 in total, but still a great discount from \$271,000. For 100 flights that's \$685 per flight. Let's see if someone take the deal. That's a lot of miles yo!

Page 1 of 2 **1** 2 Next  Last 

Show 40 post(s) from this thread on one page

All times are GMT -4. The time now is 02:58 PM.

Digital Point modules: [Sphinx-based search](#)

# Exhibit P-8.5



[Flight Pass Home](#) | [View/Manage My Flight Pass](#)

## Flight Pass Shopping

[Need Help?](#)

**Change category**  ▼

**Change type of user:**  ▼

**Click on one of the travel zones below:** **STARTING FROM**

Western Canada to Europe	\$23,970
<b>Eastern Canada to Europe</b>	<b>\$20,970</b>
Eastern Canada to Asia	\$28,050
Western Canada to Asia	\$25,200

**Map** | **List of Cities**



**Select your province of residence.** (All prices are in Canadian dollars and include taxes, fees, charges and surcharges. The purchase of a Flight Pass is contingent on an Aeroplan membership. Final pricing may differ and will be based on the province of residence in the purchaser's Aeroplan profile).

▼

Options	Flex	Latitude	Business Class
30 Flight Credits for up to 8 employees	\$20,970 <a href="#">DETAILS</a>	\$39,900 <a href="#">DETAILS</a>	\$82,950 <a href="#">DETAILS</a>
100 Flight Credits for up to 25 employees	\$68,500 <a href="#">DETAILS</a>	\$130,300 <a href="#">DETAILS</a>	\$271,000 <a href="#">DETAILS</a>
100 Flight Credits for up to 25 employees with quarterly payments	\$17,125 per quarter <a href="#">DETAILS</a>	\$32,575 per quarter <a href="#">DETAILS</a>	\$17,125 per quarter <a href="#">DETAILS</a>

*IN THE SUPERIOR COURT OF QUEBEC*

BETWEEN:

DAVID HURST

PLAINTIFF/PETITIONER

AND:

AIR CANADA

DEFENDANT/RESPONDENT

---

**AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS  
ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE  
PLAINTIFF**

**(Article 574 C.C.P. AND FOLLOWING)**

---

**Address for Service of Plaintiff/Petitioner:**

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