

**NOTICE TO CLASS MEMBERS - AUTHORIZED CLASS ACTION**  
**MACDUFF V. SUNWING VACATIONS INC. AND SUNWING AIRLINES INC.**

**500-06-000845-178**

1. **TAKE NOTICE** that on April 16, 2018 a class action was authorized by judgment of the Honourable Justice Lukasz Granosik of the Superior Court of Québec on behalf of the following persons:

All “consumers” within the meaning of the *Consumer Protection Act*, in Quebec, who between February 10, 2014 and April 16, 2018:

a) Purchased or obtained tickets or travelled with SUNWING VACATIONS INC. and/or SUNWING AIRLINES INC. for a flight or a package presented, publicized or described using the word “champagne”.

hereinafter referred to as the “**Class**”.

2. This class action shall be exercised in the district of Montréal.
3. The status of representative for this class action has been granted to **Daniel MacDuff**.
4. The address of the Plaintiff/Representative **Daniel MacDuff** is:

**c/o Champlain Avocats**  
1434 Sainte-Catherine Street West, Suite 200  
Montréal, Québec H3G 1R4
5. The principal questions of fact and law to be dealt with collectively are the following:
  - a. Have the Defendants contravened provisions under Title II of the *Consumer Protection Act*, namely:

- i. Have the Defendants contravened Sections 220(a) or 221(a) by describing and promoting their service using the word champagne without serving champagne?
    - ii. Have the Defendants contravened Section 222(f) by describing and promoting their service using the word champagne and serving instead an alcoholised beverage from another geographical region other than that of champagne?

- iii. Have the Defendants contravened Section 228 by not mentioning to the class members that their service did not include champagne?
  - b. Have the Defendants contravened provisions under Title I of the *Consumer Protection Act*, namely:
    - i. Have the Defendants contravened Sections 40, 41 42 and 43 by describing and promoting their service using the word champagne without serving champagne?
    - b. Are the class members entitled to the following remedies:
      - ii. a reduction of their obligation;
      - iii. moral damages;
      - iv. punitive damages;
      - v. with interest and the additional indemnity provided by the *Civil Code of Quebec* on these amounts from the date of purchase of the tickets or packages?
    - d. Can the class members benefit from the legal presumptions provided by Sections 253 and 272 of the *Consumer Protection Act*?
6. The conclusions sought in relation to these questions are the following:

GRANT the class action of the Plaintiff and each of the class members;

DECLARE that the Defendants are liable for the damages suffered by the Plaintiff and each of the class members;

CONDEMN the Defendants to pay an amount for the reduction of the class members' obligations, the quantum of which is to be determined, with interest and the additional indemnity provided at Article 1619 CCQ from the date of purchase of the tickets;

CONDEMN the Defendants to pay an amount for the class members' moral damages, the quantum of which is to be determined, with interest and the additional indemnity provided at Article 1619 CCQ from the date of purchase of the tickets;

CONDEMN the Defendants to pay the class members an amount for punitive damages, the quantum of which is to be determined, with interest and the additional indemnity provided at Article 1619 CCQ from the date of purchase of the tickets;

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

7. The class action to be exercised by the representative on behalf of the members of the Class is an action for reduction of the consumers' obligations, moral damages and for punitive damages.
8. Any member of the Class who has not requested to opt out in the manner set out below will be bound by the judgment to be rendered in the class action.
9. The date after which a member may no longer opt out without special permission is August 17, 2018.
10. A class member who wishes to opt out of the class action may do so by advising the Clerk of the Superior Court of Québec in district of Montréal by registered mail before the expiry of the delay to opt out.
11. Any member of the Class who has brought an action in the Québec courts which the final judgment in the class action would decide is deemed to be excluded from the Class if he or she does not discontinue the said Québec court action before the expiry of the delay for exclusion.
12. A member of the Class other than a Representative or an Intervenor may not be required to pay the legal costs arising from the class action.
13. The Court may permit a member to intervene if it considers such intervention useful to the Class.

Montréal, Québec, July 5th, 2018.

**THE ATTORNEYS FOR THE PLAINTIFF/REPRESENTATIVE DANIEL  
MACDUFF**

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**THE PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE  
SUPERIOR COURT OF QUEBEC.**