

NOTICE TO CLASS MEMBERS OF A PROPOSED SETTLEMENT AGREEMENT

(SAMSON V. BUSBUD INC., ET AL., 500-06-000919-189)

PROCEEDINGS

On April 4, 2018, a proposed class action was filed against Busbud Inc., Busbud USA Inc., Busbud Europe Limited, and Busbud Brasil Reserva De Passagens Ltda (collectively, **Busbud**) for alleged violations of the Quebec *Consumer Protection Act*, the federal *Competition Act* and the *Regulation respecting travel agents* in relation to fragmented pricing (i.e. additional service fees being displayed only later in the purchase process but not in the initial price advertisement).

This class action seeks recovery, on behalf of individuals worldwide, for the fees paid to Busbud between April 4, 2015 to June 8, 2019 relating to fragmented pricing.

WHAT IS THIS CLASS ACTION CLAIMING?

The lawsuit claims that Busbud violated article 224(c) of the Quebec *Consumer Protection Act*, article 54 of the federal *Competition Act* and art. 14.1 of the *Regulation respecting travel agents* when Busbud sold bus tickets to its worldwide users via its website and mobile applications, without displaying an all-inclusive price at the first display of such bus tickets.

Busbud denies any wrongdoing, and no court has concluded to any wrongdoing by Busbud.

AM I PART OF THIS CLASS ACTION?

This class action includes all individuals anywhere in the world, who from April 4, 2015 until June 8, 2019, purchased one or more bus tickets via Busbud (website and/or mobile application) and paid a service fee, which was excluded from the first display of the bus ticket price (**Class Members**).

PROPOSED SETTLEMENT AGREEMENT

Subject to Court approval, this settlement agreement (**Settlement Agreement**) provides the following:

1. Busbud, within ninety days of the settlement approval taking effect, will exercise all commercially reasonable efforts to advertise an all-inclusive price during all stages of the purchasing process for all users accessing its website with a Canadian IP.
2. Busbud will issue a voucher worth \$7CAD (or its foreign currency equivalent at the time of redemption) to each class member that may be used within twelve months for the purchase of a bus ticket via Busbud.
3. Busbud will reimburse the Plaintiff for legal fees and disbursements in the amount of \$150,000 (plus applicable taxes), including a service award for the Plaintiff.

The Settlement Agreement and other court documents are available at <https://champlainlawyers.com/class-action/busbud/>.

SETTLEMENT AGREEMENT APPROVAL HEARING

The Superior Court of Québec must approve the Settlement Agreement before it can take effect. The Court will review the terms of the Settlement Agreement to ensure that they are fair, reasonable and in the best interest of Class Members.

The Approval Hearing will take place on November 22, 2019 before the Superior Court of Québec, at the Montreal Courthouse, 1 Notre-Dame Street East, in Montreal, Quebec, Canada in courtroom 2.08. At this hearing, the Court will hear any objection filed by Class Members regarding the proposed Settlement Agreement, in accordance with the deadlines and procedure set forth below. Class Members who do not oppose the proposed settlement are not required to attend this hearing or to take any action to indicate that they intend to be bound by it.

Class members that do not object to the settlement terms do not have to do anything and do not have to attend the Settlement Approval Hearing.

WHAT ARE MY OPTIONS?

If you are a Class Member, you have the following **three (3) options**:

1. Take no further action and remain as a Class Member to receive the \$7 electronic voucher from Busbud; or
2. Remain as a Class Member and, if you disagree with the settlement agreement, object to the settlement by no later than November 15, 2019 in accordance with the steps noted further below for objecting to the settlement terms; or
3. Opt-out of the Class by sending a letter to exclude yourself no later than October 31, 2019. You may not object to the settlement if you opt out of the Class, but you may pursue a separate individual court claim directly against Busbud.

Further details about opting-out of the Class Action or the process of objecting to the settlement are set out below.

WHAT CAN I GET FROM THE PROPOSED SETTLEMENT?

Upon court approval of the settlement, each Class Member will be entitled to receive a \$7 voucher from Busbud that may be used for the purchase of a bus ticket via Busbud. The voucher is valid for twelve months.

WHAT AM I GIVING UP BY STAYING IN THE PROPOSED SETTLEMENT?

By remaining in this class action, you cannot participate in any other lawsuit against Busbud for the fragmented pricing of its bus tickets from April 4, 2015 until June 8, 2019, in Canada, US, or any other country. You will be releasing Busbud from any liability in relation to that practice.

The Settlement Agreement specifically describes the released claims. Please read the descriptions carefully. If you have any questions, you can speak with Class Counsel (as referenced below), or you can consult your own lawyer at your own cost.

HOW DO I EXCLUDE MYSELF FROM THE CLASS? (OPT-OUT)

If you want to exclude yourself (opt-out) from this class action and Settlement Agreement, you must inform the court clerk by sending a letter by mail to the following address:

Superior Court of Québec, Class Action Division
Montreal Courthouse
1 Notre-Dame Street East, Montreal, Quebec H2Y 1B6

In order to be valid, your request for exclusion must be postmarked no later than October 31, 2019 and must include ALL of the following information:

- The name and Court number of this proceeding (*Samson v. Busbud Inc., et al. – 500-06- 000919-189*);
- Your name, email address(es), telephone number(s) and address;
- The words “Request for Exclusion” at the top of the document or a statement requesting exclusion from the Class; and
- Your signature.

You can only opt-out via the procedure above. You cannot exclude yourself if you intend to object to the Settlement Agreement. Your request for exclusion must be signed by you, personally, and not anyone else acting on your behalf.

DO THE CLASS MEMBERS HAVE A LAWYER IN THIS CASE?

Yes. The attorneys representing the Class Members are the law firms Champlain Avocats (based in Quebec) and Evolink Law Group (based in British Columbia). All legal fees by Class Counsel are covered under the terms of the Settlement Agreement and you will **not** be charged further fees for Class Counsel’s work on this case.

HOW WILL CLASS COUNSEL BE PAID?

As part of the Settlement Agreement and subject to Court approval, Busbud has agreed to pay \$150,000 plus applicable taxes to cover all legal fees and expenses, including any service award for the representative Plaintiff.

WHAT IF I DISAGREE WITH THE PROPOSED SETTLEMENT?

If you disagree with the Settlement Agreement, you can object by either:

1. delivering a written submission on or before November 15, 2019 in accordance with the steps explained below; or
2. attending the approval hearing which will take place on November 22, 2019 in order to present your objection to the Court directly.

Your objection may be sent to Class Counsel by email to busbud@evolinklaw.com and include all of the following information:

- a) a heading referring to this proceeding (*Samson v. Busbud – 500-06-000919-189*);
- b) your full name, mailing address, telephone number(s), and email address and, if represented by counsel, the name, address, telephone number, fax number, and email address of your counsel;
- c) a statement explaining whether you intend to appear at the approval hearing on November 22, 2019, either in person or through counsel;
- d) a declaration that you consider yourself to be a Class Member;
- e) copies of any receipts, papers, emails, or other documents indicating that you are a Class Member;
- f) a statement of the objection and the grounds supporting the objection;
- g) copies of any papers, briefs, or other documents upon which the objection is based;
- h) a declaration under the penalty of perjury that the foregoing information is true and correct; and,
- i) your signature.

Class Counsel will file copies of all objections with the Court.

You cannot make an objection to the Settlement Agreement if you have excluded yourself from the Class (opt-out).

HOW DO I OBTAIN MORE INFORMATION?

For more information, please contact Class Counsel:

<p>Mtres. Sebastien Paquette and Jeremie Martin Champlain Avocats 1434 Sainte-Catherine Street West, Suite 200 Montréal, Québec H3G 1R4</p> <p>M. Simon Lin Evolink Law Group 4388 Still Creek Drive, Suite 237 Burnaby, British Columbia V5C 6C6</p>

Please note that in case of any discrepancy between the terms of this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this notice shall have the meaning ascribed in the Settlement Agreement.

THE PUBLICATION OF THIS NOTICE HAS BEEN APPROVED BY THE COURT.