

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No: 500-06  
500-06-001086-202

(CLASS ACTION)  
**SUPERIOR COURT**  
(CIVIL DIVISION)

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**NATHALIE NASSERI**, businesswoman,  
domiciled at 25 des Irlandais Road, in the  
City of Bromont, Judicial District of  
Bedford, Province of Quebec, J2L 3B6,  
Canada,

Applicant

v.

**ROYAL BANK OF CANADA**, a legal  
person (corporate body), carrying on  
business under the trade name **RBC  
REWARDS**, incorporated according to the  
*Bank Act* (Canada), having its head office  
at 1 Place Ville-Marie, in the City and  
District of Montreal, Borough of Ville-  
Marie, Province of Quebec, H3B 3A9,  
Canada,

Defendant

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**APPLICATION FOR AUTHORIZATION  
TO INSTITUTE A CLASS ACTION**  
*(Art. 574 & ssq. C.c.p.)*

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TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT OF THE  
PROVINCE OF QUEBEC, SITTING IN PRACTICE DIVISION, IN AND FOR THE  
DISTRICT OF MONTREAL, THE APPLICANT, THROUGH HER ATTORNEY,  
RESPECTFULLY ALLEGES THE FOLLOWING:

1. The Applicant Nathalie NASSERI wishes to institute a class action on behalf of the following persons (hereinafter referred to as the Class), of which the applicant is a member:

“All persons who were a member of the RBC Rewards program, redeemed RBC Rewards points for the purchase of one or many travel tickets, had their trips cancelled due to the Covid-19 pandemic and were not refunded the RBC Rewards points redeemed for the purchase of the travel tickets.”;

2. THE FACTS GIVING RISE TO AN INDIVIDUAL LAWSUIT BY THE APPLICANT AGAINST THE DEFENDANT ARE:

**THE APPLICANT**

- 2.1 For many years, the applicant has been the holder of a credit card issued by the defendant. That credit card made her eligible to a loyalty program offered by the defendant referred to as RBC Rewards;
- 2.2 RBC Rewards allowed the applicant to earn points by using her credit card. In other words, points were earned by the applicant for purchases made on her Royal Bank credit card;
- 2.3 Over time, the applicant made many purchases by using her Royal Bank credit card and earned RBC Reward points accordingly;
- 2.4 The applicant was at all material times a consumer as she used her Royal Bank credit card to pay for her personal purchases;

**THE DEFENDANT AND ITS RBC REWARDS PROGRAM**

- 2.5 The defendant is a Canadian chartered bank, incorporated in 1869, in virtue of the Bank Act. The defendant is also duly registered in the province of Quebec as appears from the excerpt from the Registry for Enterprises in Quebec’s website herewith attached as **exhibit R-1**;
- 2.6 The defendant has been and is operating the RBC Rewards program. RBC Rewards allowed the Royal Bank credit cardholders to earn and accumulate points;
- 2.7 Those accumulated RBC Rewards points could then be redeemed by the cardholders towards the purchase of different items, including purchase of travel tickets, merchandise on the defendant’s online catalogue, merchandise from Best Buy’s online catalogue and merchandise from the Apple’s online catalogue. The RBC Rewards also allowed a cardholder to pay the RBC credit card balance;
- 2.8 The price of each travel ticket in RBC Rewards points was determined by the defendant. The travel ticket purchases were made in the following manner;
- 2.9 A cardholder could pay the defendant by redeeming RBC Rewards points.

The defendant would then make the necessary arrangements with its partners to have the travel tickets issued in the name of the cardholder or another person of his/her choice;

- 2.10 The cardholder would not interact with any carrier. In fact, a cardholder was not allowed to redeem any RBC Rewards points to make a ticket purchase **directly** with a carrier;
- 2.11 The RBC Rewards points were only redeemed by the cardholder in favour of the defendant who, on its own terms, made the necessary arrangements with its partner carriers;
- 2.12 In doing so, the defendant would confirm the travel ticket purchase to the cardholder and provide an electronic travel ticket number assigned to the named traveller;
- 2.13 The defendant would even provide advice on visa requirements and information such as the necessity to carry a valid identification document to cardholders;
- 2.14 The defendant would be paid with RBC Rewards points. In exchange for the redeemed points, the cardholder would receive from the defendant the electronic travel tickets for the chosen destination;

#### **TRAVEL PURCHASE BY THE APPLICANT**

- 2.15 On November 10, 2019, in order to have her parents travel to Los Angeles on a specific date, the applicant purchased two (2) travel tickets from the defendant as appears from the relevant automated confirmation e-mail herewith attached as **exhibit R-2**;
- 2.16 The purchased tickets were for an air travel scheduled to depart on April 3, 2020 and return on April 12, 2020;
- 2.17 As appears from exhibit R-2, a total of one hundred seventy-two thousand nine hundred twenty-eight (172,928) points were redeemed in favour of the defendant from the applicant's account for these two purchases. The defendant had determined the number of RBC Rewards points required to purchase each ticket;
- 2.18 On exhibit R-2, the defendant acknowledged that the monetary value of the two (2) purchased tickets was ONE THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS AND TWENTY-EIGHT CENTS (\$1,729.28);
- 2.19 The defendant made all the arrangements with Air Canada to have the travel tickets issued in the name of the applicant's parents;

- 2.20 Exhibit R-2 also stated that, in the event the applicant decided to cancel the trip, **the defendant would charge** her TWENTY-FIVE DOLLARS (\$25) as cancellation fees. No cancellation fee was applicable in the event the defendant or its partners were to cancel the trip;
- 2.21 On March 30, 2020, the applicant received an e-mail from the defendant to the effect that her parents had a travel credit with Air Canada because the flights she had purchased were cancelled due to the Covid-19 pandemic, the whole as appears from the said e-mail herewith attached as **exhibit R-3**;
- 2.22 In other words, due to the impossibility to execute and frustration of the contract caused by the Covid-19 pandemic, the defendant considered itself released from performing its obligations and duties towards the applicant;
- 2.23 The e-mail also stated "Pas besoin de nous appeler, nous nous occupons de vous." suggesting that the defendant will take care of the entailing refunds and reimbursements;
- 2.24 The Covid-19 pandemic was and still is outside of the parties' control;
- 2.25 On April 29, 2020, the applicant received another e-mail from the defendant that a credit of EIGHT HUNDRED SIXTY-FOUR DOLLARS AND SIXTY-FOUR CENTS (\$864.64) was granted by Air Canada to each of the original travellers mentioned on the purchased tickets and that the credit may only be used for purchase of another travel ticket with Air Canada, as appears from a copy of the said e-mail herewith attached as **exhibit R-4**;
- 2.26 In essence, even though the original tickets were cancelled, the defendant refused to refund or reimburse the applicant her RBC Reward points or any money;
- 2.27 Worse, the credit was granted only by Air Canada, for a flight with Air Canada and only to the original travelers, the applicant's parents. Put differently, the applicant was and is barred from benefitting from the credit offered in spite of the fact that her RBC Rewards points were redeemed to pay for the air travel tickets;
- 2.28 The Air Canada credit is not useful as the applicant's parents did not wish to travel at a later date. In addition, the applicant is barred from using her redeemed RBC Rewards points for any other purchase;
- 2.29 To fully appreciate the issue, one should take note of a memo sent by Air Canada to its employees on May 15, 2020, where it announced that 50 to 60 percent of its employees were to be laid off, effective June 7, 2020, as appears from an article posted by CBC on May 19, 2020 herewith attached

as **exhibit R-5**;

- 2.30 The use of an Air Canada credit by the applicant is therefore illusory. Furthermore, the simple economic survival of Air Canada after the Covid-19 pandemic is questioned by many;
- 2.31 Finally, exhibit R-4 stated that the time limit to use the above credit is unknown, suggesting that there may be a time limit to use the supposed credit granted to the original travellers. The effect of this time limit will be to force the applicant's parents to travel while the Covid-19 pandemic is still active;
- 2.32 Subsequent to the R-4 e-mail, the applicant contacted the defendant by phone and was informed that the defendant would not reimburse or refund her. Simply put, the Air Canada's policies were being applied to the cancelled flights, irrespective of the fact that the travel tickets were purchased from the defendant with the applicant's RBC Rewards points;

### **THE PERSONAL CLAIM**

- 2.33 In consideration of the above circumstances, the air ticket purchase agreement concluded between the parties was not enforceable by reason of impossibility to execute and frustration of their contract. The Covid-19 pandemic hindered and prevented the contractual performance of the air travel;
- 2.34 As a consequence, both the defendant and the applicant were released from performing their respective obligations and duties. On one hand, the defendant was released from carrying the applicant's parents to Los Angeles. On the other, the applicant was released from paying for the air travel tickets with her RBC Rewards points. Therefore, restitution of the applicant's redeemed RBC Rewards points is owed;
- 2.35 By keeping the applicant's points, the defendant is being unjustly enriched by ONE THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS AND TWENTY-EIGHT CENTS (\$1,729.28), the amount acknowledged by the defendant in exhibit R-2 to be the value of the air tickets purchased by the applicant;
- 2.36 In consideration of the defendant's refusal to restore her redeemed RBC Rewards points, the applicant is entitled to and does hereby claim from the defendant recovery of the two tickets' monetary value, being the sum of ONE THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS AND TWENTY-EIGHT CENTS (\$1,729.28);
- 2.37 In addition, the applicant is entitled to claim, as punitive damages, the

equivalent amount of ONE THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS AND TWENTY-EIGHT CENTS (\$1,729.28);

2.38 The applicant's total claim from the defendant therefore amounts to THREE THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$3,458.56);

3. THE FACTS GIVING RISE TO PERSONAL CLAIMS BY EACH OF THE CLASS MEMBERS AGAINST THE DEFENDANT ARE AS FOLLOWS:

- 3.1 The defendant operated the RBC Rewards fidelity program which allowed the Class members to earn and accumulate points;
- 3.2 The accumulated RBC Rewards points were then redeemed by Class members towards the purchase of travel tickets;
- 3.3 The price in RBC Rewards points for each travel ticket was determined by the defendant;
- 3.4 Through an agreement with the defendant, each Class member redeemed his/her RBC Rewards points to purchase a travel ticket in his/her name or the name of a person of his/her choice;
- 3.5 The defendant then made the necessary arrangements with its partners to have tickets issued in the name of each Class member or the person of his/her choice;
- 3.6 The RBC Rewards points of each Class member were redeemed in favour of the defendant who, on its own terms, made the necessary arrangements with its partner carriers to have the travel tickets issued in the name of the Class members or the persons of their choice;
- 3.7 Each Class member paid the defendant with RBC Rewards points and, in exchange for the redeemed points, the former received the travel ticket for the chosen destination;
- 3.8 Each Class member purchased a or many ticket(s) from the defendant and received, from the defendant, a confirmation e-mail, similar to exhibit R-2, to the same effect;
- 3.9 The purchased travel tickets by Class members were for specific destinations with specific departure and return dates;
- 3.10 Subsequent to the redemption of each Class member's RBC Reward points, the defendant confirmed with him/her the travel ticket purchase and provided an electronic travel ticket number assigned to the traveller(s);

- 3.11 The defendant even provided to the Class members advice on visa requirements and information such as the necessity to carry a valid identification document;
- 3.12 The defendant acknowledged the monetary value of the purchased ticket(s) for each Class member in its automated purchase confirmation e-mail;
- 3.13 The defendant made the arrangements with its partner carriers to have the travel tickets issued in the name of the Class members or the persons designated by them;
- 3.14 In the same automated purchase confirmation e-mail, the defendant stated that it would charge TWENTY-FIVE DOLLARS (\$25) cancellation fees, in the event that a Class member decided to cancel the purchase tickets. No cancellation fee was applicable in the event the defendant or its partners were to cancel the trip;
- 3.15 On or about March 30, 2020, each Class member received an automated e-mail from the defendant, similar to exhibit R-3, to the effect that the Class members or the persons named on the ticket had a travel credit with the related carrier because the purchased tickets were cancelled due to the Covid-19 pandemic;
- 3.16 On or about April 29, 2020, each Class member received another automated e-mail from the defendant, similar to exhibit R-4, stating that a credit was granted by the carrier to the persons mentioned on the purchased tickets and that the credit may only be used for purchase of another travel ticket with the same carrier;
- 3.17 In other words, due to the impossibility to execute or frustration of the contract caused by the Covid-19 pandemic, the defendant considered itself released from performing its obligations and duties towards the Class members and the travel tickets sold to them;
- 3.18 In essence, even though the original tickets were cancelled, the defendant refused to refund or reimburse the Class members their RBC Reward points or any money;
- 3.19 Worse, the travel credits were given by the carrier, only to the persons named on the tickets. Put differently, the Class members were barred from benefitting from a credit to be used freely, in spite of the fact that their RBC Rewards points were redeemed to pay for the travel tickets;
- 3.20 The Covid-19 pandemic was and still is outside of the Class members' and the defendant's control;

- 3.21 The carrier's credit is not useful as the Class members are barred from using their redeemed RBC Rewards points for any other purchase;
- 3.22 Finally, the defendant's automated April 29, 2020 e-mail stated that the time limit to use the above credit was unknown, suggesting that there may be a time limit to use the supposed credit granted to the person named on the tickets. The effect of this time limit will be to force the Class members and the persons named on the ticket to travel while the Covid-19 pandemic is not over and expose them to the danger of catching Covid-19;
- 3.23 For the Class members, the ticket purchase agreements were not enforceable by reason of impossibility to execute and frustration of the contract. The Covid-19 pandemic hindered and prevented the contractual performance of the travel ticket agreements;
- 3.24 Accordingly, both the Class members and the defendant were released from performing their respective obligations and duties. On one hand, the defendant was released from carrying the Class members and the persons designated by them as travellers. On the other, the Class members were released from paying for the travel tickets with their RBC Rewards points. Therefore, restitution of the redeemed RBC Rewards points is owed to the Class members;
- 3.25 By keeping the Class member RBC Rewards points, the defendant is being unjustly enriched by the value of the redeemed RBC Rewards points. The value of the redeemed RBC Rewards points was indicated in the automated e-mail – similarly to exhibit R-2 – sent by the defendant to confirm ticket purchases;
- 3.26 In consideration of the defendant's refusal to restore the Class members' redeemed RBC Rewards points, they are entitled to and do hereby claim from the defendant recovery of the monetary value of the tickets purchased;
- 3.27 In addition, Class members are entitled to claim and do hereby claim, as punitive damages, an amount equivalent to the value of the tickets purchased;
- 3.28 Therefore, each Class member's claim from the defendant amounts to twice the value of the tickets indicated in the purchase confirmation e-mail;
- 3.29 The applicant seeks this honourable court's authorization to prosecute a lawsuit as a class action on behalf of the Class members and to claim the above amounts from the defendant;
- 3.30 Except for business cardholders, Class members are consumers. The



defendant who provided the applicant and the Class members with credit cards and RBC Rewards points is a merchant/supplier for the purposes of provincial consumer protection and fair trading laws;

3.31 The supply of credit cards, RBC Rewards points and point redemption purchases by the defendant are consumer transactions for the purpose of provincial consumer protection and fair trading laws;

4. THE COMPOSITION OF THE CLASS MAKES IT DIFFICULT OR IMPRACTICABLE TO APPLY THE RULES FOR MANDATES TO SUE ON BEHALF OF OTHERS OR FOR CONSOLIDATION OF PROCEEDINGS:

4.1 According to the defendant's annual 2019 report, it has 17 million clients and 7.2 million active digital users, as appears from an excerpt from the said annual report herewith attached as **exhibit R-6**;

4.2 Many of the above clients are Royal Bank credit cardholders and members of the Class;

4.3 The applicant does not have a list of persons who own a Royal Bank credit card;

4.4 Nor does the applicant have a list of persons who have purchased travel tickets with RBC Rewards points;

4.5 A significant number of natural persons that are part of the class have their principal residences, employment or places of business at various geographical distances within Canada or the world;

4.6 It would therefore be impossible for the applicant to track down each and every individual to obtain their mandate or authorization to proceed by consolidation of proceedings;

5. THE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT BETWEEN EACH CLASS MEMBER AND THE DEFENDANT WHICH APPLICANT WISHES TO HAVE DECIDED BY THE CLASS ACTION ARE:

5.1 Did the Class members purchase travel tickets from the defendant by redeeming their RBC Rewards points?

5.2 With whom did the Class members conclude their ticket purchase agreements?

5.3 Did each Class member pay the defendant by redeeming RBC Rewards points for the purchase of a travel ticket?

- 5.4 Did the tickets purchased by the Class members have a specific destination, with specific departure and return dates?
- 5.5 After the purchase, did the defendant make arrangements with its partners to have the travel tickets issued in the name of the Class members or persons designated by them?
- 5.6 Did the Class members receive an automated ticket purchase confirmation e-mail from the defendant that included the travellers' names and the travel ticket numbers?
- 5.7 Did the defendant acknowledge the monetary value of the purchased tickets in its automated confirmation e-mail?
- 5.8 On or about March 30, 2020, did the defendant send an automated e-mail to the Class members to the effect that the persons named on the tickets had a travel credit with the carrier because the travel tickets were cancelled due to the Covid-19 pandemic?
- 5.9 On or about April 29, 2020, did the defendant send another automated e-mail to the Class members to the effect that a credit was granted by the carrier to the persons mentioned on the tickets and that the credit may only be used for purchase of another travel ticket with the same carrier?
- 5.10 Did the ticket purchase agreements between the defendant and the Class members become unenforceable by reason of impossibility to execute and frustration of the contract?
- 5.11 Was the defendant released from performing its obligations and duties towards the Class members due to the impossibility to execute and frustration of the contract caused by the Covid-19 pandemic?
- 5.12 Had the ticket purchase agreements between the defendant and the Class members become unenforceable by reason of impossibility to execute and frustration of the contract?
- 5.13 Were the Class members released from paying for the travel tickets?
- 5.14 Is restitution of the redeemed RBC Rewards points owed to the applicant and the Class members?
- 5.15 Did the defendant refuse to refund or reimburse the applicant and the Class members?
- 5.16 Are the applicant and the Class members entitled to claim from the defendant recovery of the value of the tickets purchased? If yes, how much?

- 5.17 Are the applicant and the Class members entitled to claim from the defendant punitive damages? If yes, how much?
6. THE QUESTIONS OF FACT OR LAW PARTICULAR TO EACH MEMBER OF THE CLASS:
- 6.1 There exist no substantial questions of fact particular to each member of the class save for the slight variation in the extent of the quantum of each claim, depending on the purchase price paid for the purchased travel tickets;
- 6.2 As to the questions of law, there may be a Sub-Class for each province, state and territory;
7. IT IS APPROPRIATE AND EXPEDIENT THAT THE INSTITUTION OF A CLASS ACTION FOR THE BENEFIT OF THE CLASS MEMBERS BE AUTHORIZED, BECAUSE:
- 7.1 Class action is the best procedural vehicle available to the Class members in order to protect and enforce their rights herein;
- 7.2 There exists no particular difference in the position of the Class members except for the number of travel purchases and their differences in price;
- 7.3 While the amount of the claim for each Class member may differ, the RBC Rewards program and the defendant's faults, wrongdoings and shortfalls are identical with respect to each Class member;
- 7.4 In view of the costs involved to enforce their rights, in the absence of a class action, Class members could be prevented from instituting a separate lawsuit against the defendant;
- 7.5 In absence of a class action, the immense number of the affected Class members would result in a multitude of lawsuits against the defendant which may lead to contradictory judgements on questions of fact and law that are identical for each Class member;
- 7.6 The Class members, as individuals, cannot match the resources of the defendant who is a major Canadian bank. The individual claims of each Class member would not be economical to pursue individually. The Class members would *de facto* be denied access to justice in the absence of a class action;
- 7.7 It is unlikely that an individual could or would seek prospective relief to deter future misconduct by the defendant. The latter is so large and well-resourced that an individual lawsuit would be unlikely to have any significant

impact on its behaviour. The putative class action will either produce a voluntary change in the defendant's behaviour or, if successful, result in a court order which will compel a change in the defendant's behaviour;

7.8 The allegations regarding legal and contractual breaches are common to the Class members' claims. The determination of the nature and the extend of the defendant's obligations and duties are common to the Class members' claims;

8. THE NATURE OF THE RECOURSE THAT THE APPLICANT INTENDS TO EXERCISE ON BEHALF OF THE CLASS MEMBERS IS:

8.1 An action in restitution and recovery of the purchase price as well as punitive damages;

8.2 The action is based on the impossibility of performance and frustration of contract. Some consumer Class members will also invoke the Quebec Consumer Protection Act (CQLR, c. P-40.1), the Ontario Consumer Protection Act (S.O. 2002, c. 30, Sch. A), the Newfoundland and Labrador Consumer Protection and Business Practices Act (SNL 2009, c. C-31.1) and the New Brunswick Consumer Product Warranty and Liability Act (SNB 1978 c. C-18.1);

9. THE CONCLUSIONS THAT THE APPLICANT SEEKS ARE TO:

**GRANT** the plaintiff's action;

**CONDEMN** the defendant to pay the applicant and each Class member the amount of the purchase value indicated in the defendant's automated e-mail confirming the travel tickets;

**CONDEMN** the defendant to pay the applicant and the Class members punitive damages of the same amount;

**THE WHOLE** with costs, including the costs for expertise, exhibits and publication notices;

10. THE APPLICANT REQUESTS THAT SHE BE ASCRIBED THE STATUS OF REPRESENTATIVE OF THE CLASS;

11. THE APPLICANT IS IN A POSITION TO REPRESENT THE MEMBERS OF THE CLASS ADEQUATELY FOR THE FOLLOWING REASONS:

11.1 The applicant is well informed of and understands the facts giving rise to the proposed class action and the nature of this application;

- 11.2 She has the best interest of the class at heart and can fairly and adequately represent the interest of the Class members;
  - 11.3 She personally has a claim as a result of the defendant's refusal to refund or reimburse the Class members;
  - 11.4 She has taken the necessary time and made the effort for this claim and is determined to act as a representative of the Class in the present lawsuit;
  - 11.5 She has retained competent counsel with considerable experience in litigation as appears from a copy of the professional mandate signed with the undersigned attorney herewith attached as **exhibit R-7**;
  - 11.6 She has fully cooperated with the undersigned attorney in the context of this action, including answering diligently and intelligently to his questions and there is every reason to believe that she will continue to do so;
  - 11.7 She is in at least as good a position to represent the Class as any other member may be;
12. FOR THE FOLLOWING REASONS, THE APPLICANT PROPOSES THAT THE CLASS ACTION BE FILED BEFORE THE SUPERIOR COURT OF THE PROVINCE OF QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL:
- 12.1 The defendant's head office is situated in the District of Montreal;
  - 12.2 Numerous members of the class live and/or work in the District of Montreal, which is the second biggest Canadian city;
  - 12.3 The applicant has retained counsel with an office in the judicial District of Montreal;
13. APPLICANT'S MOTION IS WELL FOUNDED IN FACT AND IN LAW;

**WHEREFORE, THE APPLICANT HUMBLY PRAYS THIS HONOURABLE COURT THAT BY JUDGEMENT TO INTERVENE HEREIN:**

- (A) **MAINTAIN** and **GRANT** the present application;
- (B) **AUTHORIZE** the institution of a class action in restitution and recovery of the travel ticket purchase prices as well as punitive damages;
- (C) **ATTRIBUTE** to the applicant the status of designated representative for purposes of exercising the class action recourse on behalf of the following Class, namely:

“All persons who were a member of the RBC Rewards program, redeemed RBC Rewards points for the purchase of one or many travel tickets, had their trips cancelled due to the Covid-19 pandemic and were not refunded the RBC Rewards points redeemed for the purchase of the travel tickets.”;

**(D) IDENTIFY** the following principal questions of fact and law to be dealt with collectively:

- Did the Class members purchase travel tickets from the defendant by redeeming their RBC Rewards points?
- With whom did the Class members conclude their ticket purchase agreements?
- Did each Class member pay the defendant by redeeming RBC Rewards points for the purchase of a travel ticket?
- Did the tickets purchased by the Class members have a specific destination, with specific departure and return dates?
- After the purchase, did the defendant make the arrangements with its partners to have the travel tickets issued in the name of Class members or persons designated by them?
- Did the Class members receive an automated ticket purchase confirmation e-mail from the defendant that included the travellers' names and the travel ticket numbers?
- Did the defendant acknowledge the monetary value of the purchased tickets in its automated confirmation e-mail?
- On or about March 30, 2020, did the defendant send an automated e-mail to the Class members to the effect that the persons named on the tickets had a travel credit with the carrier because the travel tickets were cancelled due to the Covid-19 pandemic?
- On or about April 29, 2020, did the defendant send another automated e-mail to the Class members to the effect that a credit was granted by the carrier to the persons mentioned on the tickets and that the credit may only be used for purchase of another travel ticket with the same carrier?
- Did the ticket purchase agreements between the defendant and the Class members become unenforceable by reason of impossibility to execute and frustration of the contract?
- Was the defendant released from performing its obligations and duties towards the Class members due to the impossibility to execute and frustration of the

contract caused by the Covid-19 pandemic?

- Had the ticket purchase agreements between the defendant and the Class members become unenforceable by reason of impossibility to execute and frustration of the contract?
- Were the Class members released from paying for the travel tickets?
- Is restitution of the redeemed RBC Rewards points owed to the applicant and the Class members?
- Did the defendant refuse to refund or reimburse the applicant and the Class members?
- Are the applicant and the Class members entitled to claim from the defendant recovery of the value of the tickets purchased? If yes, how much?
- Are the applicant and the Class members entitled to claim from the defendant punitive damages? If yes, how much?

(E) **IDENTIFY** the conclusions sought with relation to such questions as follows:

**GRANT** the plaintiff's class action;

**CONDEMN** the defendant to pay the applicant and each Class member the amount of the purchase value indicated in the defendant's automated e-mail confirming the ticket purchases;

**CONDEMN** the defendants to pay to the applicant and the Class members punitive damages of the same amount as above;

**THE WHOLE** with costs, including the costs for all expertise, exhibits and publication notices;

(F) **DECLARE** that any member who has not requested his/her exclusion from the Class be bound by any judgement to be rendered on the class action, in accordance with the law;

(G) **FIX** the delay for exclusion at sixty (60) days from the date of notice to the Class members; and

(H) **ORDER** that a notice to the Class members be published on the date to be determined by this honourable Court in the following manner and form:

- A notice published on the defendant's RBC Rewards site;

- A notice sent to each Class member by e-mail;

(I) **THAT** the present court record be referred to the Chief Justice of the Superior court of Quebec so that he may fix the district in which the class action is to be brought and the judge before whom it may be heard;

(J) **THAT** in the event that the class action is to be brought in another district, the clerk of this Court be ordered, upon receiving the decision of the Chief Justice, to transmit the present record to the clerk of the designated district;

(K) **THE WHOLE** with costs to follow suit, save in case of contestation.

Montreal, July 20<sup>th</sup>, 2020



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***James Reza Nazem***

1010 de la Gauchetiere Street W., Suite 950

Montreal (Ville-Marie), Quebec, H3B 2N2

Tel : (514) 392-0000

Fax : 1 (855) 821-7904

E-mail : jrnazem@actioncollective.com

**ATTORNEY FOR THE APPLICANT**



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*Annexe (Article 145 C.p.c.)*

AVIS À LA PARTIE DÉFENDERESSE

PRENEZ AVIS que la partie demanderesse a déposé au greffe de la Cour Supérieure du Québec du district judiciaire de Montréal la présente demande.

Vous devez répondre à cette demande par écrit, personnellement ou par avocat, au palais de justice de Montréal situé au 1, rue Notre-Dame Est, dans la ville de Montréal, province de Québec, dans les 30 jours de la signification de la présente demande. Cette réponse doit être notifiée à l'avocat de la partie demanderesse.

La demande sera présentée devant le tribunal le **31 août 2020, à 9h00 le matin, en salle 2.16** du palais de justice de Montréal, au 1 Notre-Dame est, à Montréal. À cette date, le tribunal pourra exercer les pouvoirs nécessaires en vue d'assurer le bon déroulement de l'instance ou la cour pourra entendre la cause, à moins que vous ayez conclu une entente écrite avec la partie demanderesse ou son avocat pour un protocole d'instance. Ledit protocole devra être déposé au greffe du tribunal.

Au soutien de sa demande, la partie demanderesse annexe les pièces ci-jointes. (Voir l'inventaire)

*Schedule (Article 145 C.c.p.)*

NOTICE TO DEFENDANT

TAKE NOTICE that plaintiff has filed this application in the office of the Superior Court of Quebec for the judicial district of Montreal.

You must answer the application in writing, personally or through a lawyer, at the Montreal courthouse situated at 1 Notre-Dame Street East, in the city of Montreal, province of Quebec, within 30 days of service of the application. The answer must be notified to the plaintiff's lawyer.

The application will be presented before the Court on **August 31<sup>st</sup>, 2020, at 9:00 a.m., in room 2.16** of the Montreal courthouse situated at 1 Notre-Dame East, in Montreal.

On that date, the Court may exercise such powers as are necessary to ensure the orderly progress of the proceeding or the court may hear the case, unless you have made a written agreement with the plaintiff or the plaintiff's advocate on a protocol for the orderly progress of the proceeding. The protocol must be filed in the office of the Court.

In support of his application, plaintiff herewith annexes the following exhibits (see attached list).

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**No:** 500-06-  
**Court:** Superior  
**District** of Montreal

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**NATHALIE NASSERI,**

**Applicant**

**v.**

**ROYAL BANK OF CANADA,**

**Defendant**

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***APPLICATION FOR  
AUTHORIZATION TO INSTITUTE  
A CLASS ACTION***

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**James Reza Nazem**

PLACE DU CANADA  
1010 de la Gauchetière Street W., Suite 950  
Montreal (Ville-Marie), Quebec, H3B 2N2  
Tel: (514) 392-0000  
Toll free fax: 1 (855) 821-7904  
E-mail: [jnazem@actioncollective.com](mailto:jnazem@actioncollective.com)

Our file: 2006JN3742

AN-1795

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**CANADA**  
**PROVINCE OF QUEBEC**  
**DISTRICT OF MONTREAL**  
No: 500-06-

**(CLASS ACTION)**  
**SUPERIOR COURT**  
(CIVIL DIVISION)

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**NATHALIE NASSERI,**

Applicant

v.

**ROYAL BANK OF CANADA,** carrying on  
business under the trade name **RBC**  
**REWARDS,**

Defendant

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***LIST OF EXHIBITS***

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- EXHIBIT R-1: Excerpt from the Registry for Enterprises in Quebec's website concerning the defendant's provincial registration in the province of Quebec;
- EXHIBIT R-2: Automated e-mail of November 10, 2019 from the defendant confirming the tick purchase with RBC Rewards points;
- EXHIBIT R-3: Automated e-mail of March 30, 2020 from the defendant informing the plaintiff that the flights had been cancelled due to the Covid-19 pandemic;
- EXHIBIT R-4: Automated e-mail of April 29, 2020 from the defendant informing the plaintiff that a credit of \$864.64 was granted by Air Canada to each of the original travellers mentioned on the tickets;
- EXHIBIT R-5: An article posted by CBC on May 19, 2020 on Air Canada's intentions to lay off its employees;
- EXHIBIT R-6: An excerpt from the defendant's annual 2019 report;

EXHIBIT R-7: A copy of the professional mandate signed by the plaintiff with the undersigned attorney;

Montreal, July 20<sup>th</sup>, 2020



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E-mail : [jnazem@actioncollective.com](mailto:jnazem@actioncollective.com)

ATTORNEY FOR THE APPLICANT

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**No:** 500-06-  
**Court:** Superior  
**District:** of Montreal

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**NATHALIE NASSERI,**

**Applicant**

**v.**

**ROYAL BANK OF CANADA,**

**Defendant**

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***LIST OF EXHIBITS***

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500-06-001086-202

No: [REDACTED]  
Court: Superior  
District of Montreal

NATHALIE NASSERI,

Applicant

v.

ROYAL BANK OF CANADA,

Defendant

**APPLICATION FOR  
AUTHORIZATION TO  
INSTITUTE A CLASS ACTION,  
LIST OF EXHIBITS AND  
EXHIBITS R-1 TO R-7**

**ORIGINAL**

**James Reza Nazem**

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