

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Actions)

NO: 500-06-001412-259

CAROL [REDACTED]

Applicant

v.

AIR TRANSAT A.T. INC., legal person having
its head office at 5959 boulevard de la Côte
Vertu, City and District of Montreal, Quebec,
H4S 2E6

Defendant

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
(ARTICLES 571 AND FOLLOWING C.C.P.)

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTREAL, THE APPLICANT STATES:**

1. The Applicant seeks authorization to institute a class action on behalf of the following class of which she is a member, namely:

All persons worldwide who booked a flight with Air Transat since August 14, 2025 and were charged an inflated or excessive price as compared to the prices historically charged by Air Transat for similar routes during the same period;	Toutes les personnes dans le monde qui ont réservé un vol avec Air Transat depuis le 14 août 2025 et qui ont payé un prix gonflé ou excessif par rapport aux prix historiquement chargé par Air Transat pour des itinéraires similaires au cours de la même période;
(hereinafter referred to as the “ Class ”)	(ci-après le « Groupe »)

I. CONDITIONS REQUIRED TO AUTHORIZE A CLASS ACTION (S. 575 C.C.P.):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

2. The purpose of this class action is to hold Air Transat accountable for taking

advantage of Air Canada's labour dispute and price-gouging consumers who were in vulnerable and helpless situations;

3. Air Transat took advantage of the situation, exploiting stranded passengers and charging them unconscionable, disproportionate, inflated, excessive, unrealistic and abusive amounts during a crisis;
4. The amounts Air Transat charged Class Members go far above and beyond the natural economics of supply and demand; they were flat out illegal within the meaning of section 8 of the *Consumer Protection Act* ("**CPA**") and article 1437 C.C.Q., as well contrary to their general obligations to act in good faith:

8 CPA. The consumer may demand the nullity of a contract or a reduction in his obligations thereunder where the disproportion between the respective obligations of the parties is so great as to amount to exploitation of the consumer or where the obligation of the consumer is excessive, harsh or unconscionable.	8 LPC. Le consommateur peut demander la nullité du contrat ou la réduction des obligations qui en découlent lorsque la disproportion entre les prestations respectives des parties est tellement considérable qu'elle équivaut à de l'exploitation du consommateur, ou que l'obligation du consommateur est excessive, abusive ou exorbitante.
7 CCQ. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner, and therefore contrary to the requirements of good faith.	7 CCQ. Aucun droit ne peut être exercé en vue de nuire à autrui ou d'une manière excessive et déraisonnable, allant ainsi à l'encontre des exigences de la bonne foi.
1437 CCQ. An abusive clause in a consumer contract or contract of adhesion is null, or the obligation arising from it may be reduced. An abusive clause is a clause which is excessively and unreasonably detrimental to the consumer or the adhering party and is therefore contrary to the requirements of good faith; in particular, a clause which so departs from the fundamental obligations arising from the rules normally governing the contract that it changes the nature of the contract is an abusive clause.	1437 CCQ. La clause abusive d'un contrat de consommation ou d'adhésion est nulle ou l'obligation qui en découle, réductible. Est abusive toute clause qui désavantage le consommateur ou l'adhérent d'une manière excessive et déraisonnable, allant ainsi à l'encontre de ce qu'exige la bonne foi; est abusive, notamment, la clause si éloignée des obligations essentielles qui découlent des règles gouvernant habituellement le contrat qu'elle dénature celui-ci.

5. On August 14, 2025, Air Transat charged the Applicant **\$5,355.52** for two one-way tickets (for her and her husband) to return home from Barcelona, Spain, to Montreal departing on August 16, 2025, as it appears from **Exhibit P-1**;
6. No reasonable person would have paid this amount to travel with Air Transat. The only reason Air Transat was able to jack up its prices and charge this amount is because the Applicant – and class members similarly situated – were left stranded

due to Air Canada's labour dispute and had no way to return home, which Air Transat is very well aware of and chose to price-gouge and profit from;

7. In fact, Air Transat was increasing its prices by the minutes in order to maximize and squeeze the most money out of stranded passengers during a crisis;
8. It is worth noting that, in comparison, the Applicant's from Montreal to Rome and then Barcelona to Montreal (round-trip) for two people was \$2,784.62, as it appears from **Exhibit P-2**;
9. Air Canada's planes are of much superior quality than Air Transat's (whose planes do not even have wi-fi and are much less comfortable). Stated otherwise: there is nothing that justifies Air Transat charging **5 times** more for an Air Transat flight than an Air Canada flight (for economy tickets);
10. Applicant notes that she had no other choice but to travel that weekend with Air Transat in order to get home to Montreal (she and her husband did not have enough medication left to stay another 6 days as Air Canada was stating, the whole as appears from the emails, including the flight cancellation emails from Air Canada communicated as **Exhibit P-3**);
11. Additionally, Air Transat also – and shamelessly – charged the Applicant gross and exorbitant amounts for luggage on top of the abusive and excessive price of the flight fare;
12. There is an important disproportion between the \$5,355.52 charged to the Applicant by Air Transat and the one-way flight provided by Air Transat;
13. Air Transat did not charge a fair market value for their services, and were obviously able to offer the exact same service (i.e. the flight) for substantially less (i.e. the normal price they charge for the same itinerary for the same period) and still earn a fair profit. The Superior Court of Quebec has previously authorized class actions in analogous circumstances (see, for instance, *Dumlao c. Fido Solutions inc.*, 2024 QCCS 558, par. 12);
14. Instead, they treated the Air Canada labour dispute as their personal *piñata* and took the most advantage as possible of vulnerable travellers;
15. Applicant suffered objective lesion and her damages are a direct and proximate result of Air Transat's misconduct;
16. In light of the above, Applicant is entitled to claim a reduction of the price paid pursuant to section 272 CPA in amounts to be determined following an expertise on the merits, as well as punitive damages in amounts to be determined for what can only be qualify as intentional, high-handed, greedy and bad faith conduct;

B) THE COMMON QUESTIONS

17. All Class members have a common interest both in proving the violation of section 8 CPA and of articles 7 and 1437 CCQ by Air Transat and in maximizing the aggregate of the amounts unlawfully charged during the crisis;
18. Applicant alleges that Air Transat implemented a pricing increase policy during the crisis which was in bad faith and gouged all class members (as will be demonstrated by an expert on the merits);
19. Indeed, Air Transat's operational costs did not increase during the Air Canada labour dispute to warrant such a grotesque increase in airfare prices across all their systems (for all destinations);
20. In this case, the legal and factual backgrounds at issue are common to all the members of the Class, namely whether Air Transat took advantage of the Air Canada labour dispute to charge abusive, excessive or disproportionate prices that constitutes objective lesion under the law;
21. The claims of every member of the Class are founded on very similar facts to the Applicant's claim against Air Transat (Applicant is aware of many similar situations, such as flights from other European cities back home to Canada costing more than \$3,000 a ticket with Air Transat. For demonstration, Applicant refers to the articles filed *en liasse* as **Exhibit P-4**;
22. Every member of the Class was subjected to Air Transat's illegal, excessive and abusive pricing practices during the crisis;
23. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
 - a) Did Air Transat violate section 8 CPA, or articles 7 and 1437 C.C.Q. during the class period?
 - b) If so, are the Class members entitled to a reduction of their obligations and by how much?
 - c) Are the Class members entitled to punitive damages and if so, in what amount?
 - d) Did Air Transat act in bad faith?

C) THE COMPOSITION OF THE CLASS

24. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;

25. The Applicant conservatively estimates the number of persons included in the Class to be in the tens of thousands;
26. The names and addresses of all persons included in the Class are not known to the Applicant, however, are all in the possession of Air Transat;
27. Class members are very numerous and are dispersed across the province, across Canada and the world;
28. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;
29. 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 without overburdening the court system;

D) ADEQUATE REPRESENTATIVE

30. The Applicant request that she be appointed the status of representative plaintiff for the following main reasons:
 - a) she is a member of the Class and has a personal interest in seeking the conclusions that she proposes herein;
 - b) she is competent, in that she has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) her interests are not antagonistic to those of other Class members;
31. Additionally, the Applicant respectfully adds that:
 - a) she mandated her attorneys to file the present application for the sole purpose of having her rights, as well as the rights of the other members recognized and protected so that they can receive an adequate compensation according to the law;
 - b) she wants to hold Air Transat accountable and to ensure that it complies with its legal obligations;
 - c) she has the time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action;
 - d) she cooperates and will continue to fully cooperate with her attorneys.

II. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

32. The action that the Applicant wishes to institute on behalf of the members of the Class is an action for reduction of obligation and in punitive damages;

33. The conclusions that the Applicant wishes to introduce by way of an originating application are:
1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class and against the Defendant;
 2. **CONDEMN** the Defendant to pay the Class members an amount to be determined on the merits and **ORDER** that this condemnation be subject to collective recovery;
 3. **CONDEMN** the Defendant to pay the Class members an amount to be determined on the merits in punitive damages and **ORDER** that this condemnation be subject to collective recovery;
 4. **CONDEMN** the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;
 5. **ORDER** the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
 6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
 7. **CONDEMN** the Defendant to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders.

III. JURISDICTION

34. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal;
35. Air Transat has its head office in the district of Montreal, province of Quebec, as it appears from the enterprise's information statement, **Exhibit P-5**. Applicant requests that the Court authorize a worldwide class pursuant to article 3148(1) C.C.Q.;
36. Moreover, Air Transat's *International Charter Tariff* stipulates that the governing law is that of the province of Quebec: "*The Charter Agreement, wherever made or performed shall be governed by and interpreted in accordance with the laws of the Province of Quebec, Canada*", as it appears from **Exhibit P-6**;
37. Air Transat's Domestic Tariff similarly states: "*The scheduled user contract wherever made or performed shall be governed by and interpreted according to the laws of the Province of Quebec, Canada*", **Exhibit P-7** (Rule 14);

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **AUTHORIZE** the bringing of a class action in the form of an originating application for reduction of obligation and in punitive damages;
2. **APPOINT** the Applicant the status of Representative Plaintiff of the persons included in the Class herein described as:

All persons worldwide who booked a flight with Air Transat since August 14, 2025 and were charged an inflated or excessive price as compared to the prices historically charged by Air Transat for similar routes during the same period; (hereinafter referred to as the “ Class ”)	Toutes les personnes dans le monde qui ont réservé un vol avec Air Transat depuis le 14 août 2025 et qui ont payé un prix gonflé ou excessif par rapport aux prix historiquement chargé par Air Transat pour des itinéraires similaires au cours de la même période; (ci-après le « Groupe »)
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3. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:
 - a) Did Air Transat violate section 8 CPA, or articles 7 and 1437 C.C.Q. during the class period?
 - b) If so, are the Class members entitled to a reduction of their obligations and by how much?
 - c) Are the Class members entitled to punitive damages and if so, in what amount?
 - d) Did Air Transat act in bad faith?
4. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:
 1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class and against the Defendant;
 2. **CONDEMN** the Defendant to pay the Class members an amount to be determined on the merits and **ORDER** that this condemnation be subject to collective recovery;
 3. **CONDEMN** the Defendant to pay the Class members an amount to be determined on the merits in punitive damages and **ORDER** that this condemnation be subject to collective recovery;
 4. **CONDEMN** the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the

Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;

5. **ORDER** the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
 6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
 7. **CONDEMN** the Defendant to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders.
5. **ORDER** the publication of a notice to the Class members in accordance with article 579 C.C.P., pursuant to a further order of the Court, and **ORDER** the Defendant to pay for said publication costs;
 6. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;
 7. **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;
 8. **RENDER** any other order that this Honourable Court shall determine;
 9. **THE WHOLE** with costs including publication fees.

Montreal, August 21, 2025

Montreal, August 21, 2025

(s) LPC Avocats

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Counsel for the Applicant

SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P.)

Filing of a judicial application

Take notice that the Applicant 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**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, 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 Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

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 cases required by the Code, cooperate with the Applicant 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

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

Exhibit P-1: Applicant's Booking Confirmation with Air Transat;

Exhibit P-2: *En liasse*, Applicant's Booking Confirmation with Air Canada;

Exhibit P-3: *En liasse*, emails the Applicant received from Air Canada;

Exhibit P-4: *En liasse*, news articles regarding Air Transat pricing;

Exhibit P-5: Extract of the Enterprise register statement for the Defendant;

Exhibit P-6: Air Transat's International Charter Tariff;

Exhibit P-7: Air Transat's Domestic Tariff.

These exhibits are available on 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.

Montreal, August 21, 2025

Montreal, August 21, 2025

(s) LPC Avocats

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NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 C.P.C.)

TO: AIR TRANSAT A.T. INC.,
5959 boulevard de la Côte Vertu,
Montreal, Quebec, H4S 2E6

TAKE NOTICE that Applicant's *Application to Authorize the Bringing of a Class Action* will be presented before the Superior Court at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, on a date and time to be set by the Court.

GOVERN YOURSELVES ACCORDINGLY.

Montreal, August 21, 2025

Montreal, August 21, 2025

(s) LPC Avocats

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