

# SUPERIOR COURT

(Class Actions Chamber)

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

N° : 500-06-000919-189

DATE : September 20, 2019

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**PRESIDING: THE HONOURABLE GARY D.D. MORRISON, J.S.C.**

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**EMILIE SAMSON**  
Applicant

v.

**BUSBUD INC.**  
and  
**BUSBUD USA INC.**  
and  
**BUSBUD EUROPE LIMITED**  
and  
**BUSBUD BRASIL RESERVA DE PASSAGENS LTDA**  
Respondents

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**JUDGMENT**  
(Authorization to Exercise Class Action and  
Approval of Notices Regarding Settlement)

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## 1- OVERVIEW

[1] The parties are involved since April 2018 in class proceedings relating to the purchase worldwide of bus tickets via Busbud for the period covering April 4, 2015 until June 8, 2019.

[2] Prior to authorization, the parties have entered into a settlement agreement signed June 25, 2019, which entails issuance of electronic vouchers, practice reform and payment of certain legal fees and expenses (“Settlement Agreement”).

[3] The parties seek authorization on a consent basis and for the purposes of the settlement, to exercise the class action, fix the opt-out period, approve the notices to class members and fix the Hearing date for approval of the proposed settlement agreement.

## 2- CONTEXT

[4] Applicant alleges to have purchased bus tickets from Defendants while resident in Quebec. She is temporarily residing in New York, U.S.A., in order to complete her post-graduate education.

[5] Respondents are said to be related companies that operate a website at *www.busbud.com* and a mobile application which allows individuals to purchase bus tickets around the world.

[6] It is alleged that Busbud Inc. is a company headquartered in the Province of Quebec and, further, that the remaining Respondents are related to it.

[7] It is further alleged that Respondents failed to comply with provisions of the *Quebec Consumer Protection Act*<sup>1</sup>, the federal *Competition Act*<sup>2</sup> and the *Regulation respecting travel agents*<sup>3</sup> by failing to display an all-inclusive price which included all service or other fees, at the first display of the bus ticket price.

[8] The proposed action is to be brought on behalf of the following class:

*All individuals worldwide who from April 14, 2015 until June 8, 2019, purchased one or more bus tickets from Busbud and paid a higher price than advertised.*

[9] Applicant alleges that on or about February 18, 2017, she purchased through the Busbud website a Greyhound Bus ticket for travel from Montreal to Boston, Massachusetts, U.S.A. When she searched the site, she was not aware that the displayed price would differ from the higher actual purchase price she would be required to pay.

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<sup>1</sup> CQLR, c. P-40.1.

<sup>2</sup> R.S.C., 1985, c. C-34.

<sup>3</sup> CQLR, c. A-10, r.1.

### 3- APPLICABLE LAW

[10] In order to authorize a class action and designate a class member as representative plaintiff, the Court must be of the opinion that the criteria of Article 575 C.C.P. have been satisfied. That article reads as follows:

*575. The court authorizes the class action and appoints the class member it designates as representative plaintiff if it is of the opinion that*

*(1) the claims of the members of the class raise identical, similar or related issues of law or fact;*

*(2) the facts alleged appear to justify the conclusions sought;*

*(3) 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; and*

*(4) the class member appointed as representative plaintiff is in a position to properly represent the class members.*

[11] In performing the authorization analysis, the Court is to avoid determinations as to the merits of the proposed action. The authorization phase is primarily intended to act as a filtering process for the purpose of preventing cases which are not “arguable” from moving forward<sup>4</sup>. In other words, the Court is to filter out cases that are not arguable, defensible, justifiable or supportable, or which are frivolous, untenable or clearly unfounded.<sup>5</sup>

[12] And notwithstanding the overriding importance of the principle of proportionality, it has been determined that this principle does not constitute a fifth criteria within the terms of Article 575 C.C.P.; that said, however, the authorization judge is to assess, where appropriate, the principle of proportionality in the analysis of the applicable criteria.<sup>6</sup>

[13] As for the social purpose and objective of class actions, prior case law has repeatedly confirmed that such actions are conceived to facilitate access to justice for class members so as to avoid a multiplicity of lawsuits with each member bringing forward his or her own claim.

[14] Accordingly, the proposed class action must actually constitute a claim at law by the applicant, such that the proposed class representative is required to demonstrate,

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<sup>4</sup> *Infineon Technologies AG v. Option consommateurs*, [2013] 3 S.C.R. 600, at para. 65.

<sup>5</sup> *Fortier v. Meubles Léon Itée*, 2014 QCCA 195, at para. 70.

<sup>6</sup> *Vivendi Canada Inc. v. Dell'Aniello*, [2014] 1 S.C.R. 3, at para. 66.

as opposed to prove, at the authorization phase<sup>7</sup> that he or she has an arguable case whose conclusions appear to be justified. This is often referred to as the “colour of right” and as a “*prima facie*” case.

[15] So as to expand that person’s arguable claim into a class action, the questions of law or fact raised by the proposed class representative must essentially be “*identical, similar or related*” to those of the proposed class members. In this regard, even one such question has been considered to suffice.<sup>8</sup>

[16] Furthermore, this Court has recognized that the criteria of Article 575 C.C.P. may be applied with flexibility in the context of an authorization sought for settlement purposes<sup>9</sup>, such as in the present case.

#### **4- ANALYSIS AS TO AUTHORIZATION**

[17] In the Court’s view, and based on the uncontested representations of her counsel, the Applicant has satisfied the applicable criteria.

[18] Not only are there numerous similar or related questions of law or fact, but the facts alleged appear, at this stage and in the present context, to justify the conclusions sought.

[19] In other words, Applicant presents an arguable case. Although the case raises numerous interesting issues for legal debate, those would be of the nature to be determined at the merits stage.

[20] As for the worldwide aspect of the claim, what is of particular importance are the contractual terms of use, which include the following clause:

*These Terms shall be governed by and construed by the laws of the Province of Quebec, Canada and the laws of Canada applicable to contracts between Quebec residents and to be performed in Quebec. Parties hereby irrevocably submit and attorn to the jurisdiction of the Courts of the district of Montreal, Province of Quebec, Canada.*

[21] The clause clearly envisages the choice of forum and law as being the laws of Quebec and Canada and the courts of Quebec, District of Montreal.

[22] The clause is said to apply to all transactions involving Defendants.

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<sup>7</sup> *Pharmascience inc. v. Option Consommateurs*, 2005 QCCA 437, at para. 25.

<sup>8</sup> *Montréal (Ville de) v. Biondi*, 2013 QCCA 404.

<sup>9</sup> *Halfon v. Moose International Inc.*, 2017 QCCS 2651; *Dupuis v. Polyone Canada inc.*, 2016 QCCS 2561.

[23] It is not the first time that this Court has been called upon to authorize a worldwide class for the purposes of a settlement. It was previously done in the matter of *Moose International Inc.*<sup>10</sup>

[24] Taking into consideration the contractual terms, particularly as regards the choice of law and of forum, as well as by virtue of Article 3148 C.C.Q., the Court has jurisdiction with respect to all the class members including those located or domiciled outside of Quebec.<sup>11</sup>

[25] In the present matter, the class definition is said to envisage over one (1) million members, of which a projected 80 000 would be located in Quebec, such that the requirement of Article 575 (3) is satisfied.

[26] As for Madam Emilie Samson being named representative, at this stage there are no grounds known to the Court that would justify excluding her.

#### **5- NOTICES OF THE PROPOSED SETTLEMENT**

[27] The requirements applicable to notices to be given to class members in the case of settlement hearings are stipulated at Article 590 C.C.P. In the Court's view, the proposed notices (Schedules "A" and "B" to the Settlement Agreement) satisfy the criteria.

[28] The publication which is envisaged is a direct distribution to the class members at their email address used to purchase their bus ticket(s).

[29] The representations of the parties confirm that all class members purchased their tickets electronically using an email address.

[30] Moreover, Busbud has undertaken to produce at the Approval Hearing the bounce-back rate of the emailed notices.

[31] As well, class counsel will upload on its website the settlement agreement, the notices and the present judgment.

[32] In the Court's view, in the particular circumstances of the present case, the proposed distribution plan is fair and reasonable and adequately protects the interests of the class members.

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<sup>10</sup> *Ibid* note 9.

<sup>11</sup> *Ibid*; *Brito v. Pfizer Canada inc.*, 2008 QCCS 2231, at paras. 103-105.

**FOR THESE REASONS, THE COURT:**

[33] **GRANTS** Applicant's demand for authorization to institute a class action for settlement purposes and for approval of the form and publication of notice that will advise Class Members of the hearing to approve the proposed settlement;

[34] **APPOINTS** Applicant Emilie Samson as representative of the persons in the group described as:

*All individuals worldwide who from April 14, 2015 until June 8, 2019, purchased one or more bus tickets from Busbud and paid a higher price than advertised.*

[35] **IDENTIFIES** the questions of fact and law to be treated collectively as those in Appendix "B";

[36] **DECLARES** that for the purposes of this Judgment, the definitions set out in the Settlement Agreement attached hereto as Appendix "A" apply to and are incorporated into this Judgment;

[37] **AUTHORISES** the exercise of a class action against Respondents for the purposes of settlement only and subject to the conditions of the Settlement Agreement;

[38] **ORDERS** that the settlement approval in this proceeding shall be heard on November 22, 2019, at 9h00, in room 2.08, at the Courthouse, Montreal, Quebec (the "Approval Hearing");

[39] **ORDERS** that Applicant shall file all her materials for the Approval Hearing by no later than ten days before the date thereof;

[40] **APPROVES** the form and content of the French and English Notices of Approval Hearing substantially in the form attached as Schedules A and B to the proposed settlement agreement;

[41] **TAKES COGNIZANCE** of Respondents' undertaking to produce at the Approval Hearing the bounce-back rate of the emailed Notices and **ORDERS** compliance therewith;

[42] **TAKES COGNIZANCE** of Applicant's undertaking to have the Settlement Agreement, the Notices and the present judgment uploaded on the website of Class Counsel and **ORDERS** compliance therewith;

[43] **APPROVES** the plan for dissemination of notices to the Class Members, as provided in the Settlement Agreement;

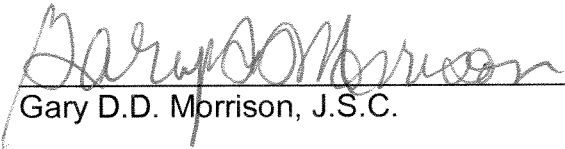
[44] **DECLARES** that the content of the Notice of Approval Hearing and dissemination thereof through email constitute in the present matter fair and reasonable notice to the Class Members of the hearing to approve the settlement in this action;

[45] **DECLARES** that Class Members who wish to exclude themselves (opt out) from this lawsuit and the settlement thereof may do so by delivering a written notice confirming that intention in the manner provided for in the Notices constituting Schedules A and B by no later than October 31, 2019; and

[46] **DECLARES** that all class members who have not opted to be excluded from the class action in the stipulated manner and time frame be and are bound by any and all judgments to be rendered in the class action to be instituted in the manner provided by law and pursuant to the present judgment;

[47] **DECLARES** that Class Members who object to the proposed settlement agreement may send their objections in written form to Class Counsel by no later than November 15, 2019, or otherwise appear at the Approval Hearing to present their objections.

[48] **THE WHOLE** without costs.

  
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Gary D.D. Morrison, J.S.C.

Mtre. Sébastien A. Paquette  
Mtre. Jérémie John Martin  
CHAMPLAIN AVOCATS  
Attorneys for the Applicant

Mtre. Simon Lin  
Evolink Law Group  
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Mtre. Éric C. Lefebvre  
Mtre. Saam Pousht-Mashhad  
Norton Rose Fulbright Canada  
Attorneys for the Respondents

Date of Hearing : September 19, 2019

## **Appendix « A » – Settlement Agreement**



CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
(Class action)

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No: 500-06-000919-189

**EMILIE SAMSON**

Plaintiff

v.

**BUSBUD INC.  
BUSBUD USA INC.  
BUSBUD EUROPE LIMITED  
BUSBUD BRASIL RESERVA DE PASSAGENS  
LTDA**

Defendants

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### **SETTLEMENT AGREEMENT**

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This Settlement Agreement is entered into by and among Emilie Samson, on behalf of herself and the Settlement Class Members, and Defendants, Busbud Inc., Busbud USA Inc., Busbud Europe Limited, and Busbud Brasil Reserva De Passagens Ltda, and resolves in full the Action. Subject to Court approval as required by the *Code of Civil Procedure*, CQLR, c. C-25.01, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement Agreement and upon the issuance by the Court of a Final Judgment Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein,

### **RECITALS**

**WHEREAS**, on April 4, 2018, Plaintiff filed the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative* against Defendants (the “**Application for Authorization**”) which asserted claims under the *Quebec Consumer Protection Act*, CQLR, c.

P-40.1 as well as under the federal *Competition Act*, RSC 1985, c C-34 in respect of price advertisements for bus tickets on the Defendants' websites and Apple and Android mobile applications.

**WHEREAS**, on September 19, 2018, the Plaintiff filed an amendment to the Application for Authorization.

**WHEREAS**, on December 10, 2018, the Plaintiff filed a second amendment to the Application for Authorization.

**WHEREAS**, on March 18, 2019, the Plaintiff filed a third amendment to the Application for Authorization to include a further claim under s.14.1 of the *Regulation respecting travel agents*.

**WHEREAS**, the Plaintiff's Application for Authorization was scheduled to be heard before the Honourable Gary D.D. Morrison, S.C.J. at the Montreal Courthouse on June 3-4, 2019.

**WHEREAS**, the Parties have reached the resolution set forth in this Agreement, providing for, *inter alia*, the settlement of the Action between and among Plaintiff, on behalf of herself and the Settlement Class, and Defendants on the terms and subject to the conditions set forth below.

**WHEREAS**, the Parties have determined that a settlement of the Action on the terms reflected in this Agreement is fair, reasonable, adequate, and in the best interests of the Parties and the Settlement Class;

**WHEREAS**, the Parties, to avoid a judgment being rendered on the merits of the Action and to avoid any uncertainty as to the judgment that could be rendered, have concluded that it is desirable that the claims in the Action be settled, without admission, on the terms reflected in this Agreement.

**WHEREAS**, the Settlement Group Members have been identified by the Defendants and the Parties agree that the most effective method to notify the Settlement Group Members is on an individual basis via e-mail.

**NOW, THEREFORE**, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants and agreements contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be settled and terminated as between Plaintiff and the Settlement Class on the one hand, and Defendants on the other hand, as detailed herein.

## 1. **DEFINITIONS**

1.1 As used in this Agreement and the attached Schedules, the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise:

1.1.1 “**Action**” means *Samson v. Busbud Inc., et al.* (S.C.M.: 500-06-000919-189).

1.1.2 “**Agreement**” means this Settlement Agreement (including all Schedules attached hereto).

1.1.3 “**Busbud’s Counsel**” or “**Defendants’ Counsel**” means Norton Rose Fulbright Canada S.E.N.C.R.L., s.r.l. / LLP.

1.1.4 “**Attorneys’ Fees and Expenses**” means such attorneys’ fees and expenses as may be awarded by the Court based on this Agreement to compensate Class Counsel (subject to Court approval), as described more particularly in Section 6 of this Agreement.

- 1.1.5 “**Award**” means the relief obtained by Settlement Class Members pursuant to Section 2.5 of this Agreement.
- 1.1.6 “**Class Counsel**” or “**Plaintiff’s Counsel**” means Champlain Avocats and Evolink Law Group.
- 1.1.7 “**Class Notice**” or “**Notice**” means the forms of notice to be given to Settlement Class Members informing them about the Agreement. Copies of each of the proposed Notices are attached respectively as Schedules A (“**Long-form Notice**”) and B (“**Short-form Notice**”), in both English and French, and will be submitted to the Court for approval.
- 1.1.8 “**Class Representative**” or “**Plaintiff**” means Emilie Samson.
- 1.1.9 “**Court**” means the Superior Court of Quebec, district of Montreal, in which the Action was filed and where the parties will seek approval of the Agreement.
- 1.1.10 “**Days**” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 1.1.11 “**Defendants**” or “**Busbud**” mean, collectively, Busbud Inc., Busbud USA Inc., Busbud Europe Limited, and Busbud Brasil Reserva De Passagens Ltda.

1.1.12 “**Effective Date**” means:

- (a) if no appeal is taken from the Final Judgment Approving Settlement, thirty (30) Days after the Court renders the Final Judgment Approving Settlement; or
- (b) if an appeal is taken from the Final Judgment Approving Settlement, the date on which all appellate rights have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgment Approving Settlement.

1.1.13 “**Escrow Fund**” means funds in the amount of One Hundred Seventy-Two Thousand, Four Hundred Sixty-Two dollars and Fifty Cents \$172,462.50 that is to be paid into an interest-bearing lawyer’s trust account of the Defendants’ Counsel.

1.1.14 “**Final Approval Hearing**” means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Agreement and to determine the Attorneys’ Fees and Expenses. The Parties shall request that the Court set the Final Approval Hearing no earlier than thirty-five (35) Days after the Notice Date.

1.1.15 “**Final Judgment Approving Settlement**” means the Final Judgment Approving Settlement to be rendered by the Court :

- (a) approving the Settlement as fair, adequate, and reasonable;
- (b) discharging the Released Parties (as defined at paragraph 5.2.2) of and from all further liability for the Released Claims (as defined at paragraph 5.2.1);

- (c) permanently barring and enjoining the Releasing Parties (as defined at paragraph 5.2.3) from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on their behalf, or in any other capacity of any kind whatsoever, any action in any Court, before any regulatory authority or in any other tribunal, forum or proceeding of any kind against the Released Parties that asserts any Released Claims; and
- (d) issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Agreement.

1.1.16 “**Honorarium**” means a sum of no greater than \$2,000CAD paid to the Plaintiff for her expenses and disbursements for purposes of this Action.

1.1.17 “**Judgment on Class Notice**” means the Judgment to be rendered by the Court with respect to the authorization of the Action as a class action for purposes of settlement, approval of the Class Notice and the distribution of Class Notice.

1.1.18 “**Notice Administration Expenses**” means all costs and expenses borne by the Defendants, including all notice and translation costs.

1.1.19 “**Notice Date**” means the date which the Defendants distributes the notices in Section 3, which shall be no later than five (5) Days after the Court releases the Judgment on Class Notice.

1.1.20 “**Objection Date**” means the date by which Settlement Class Members must file with the Court and serve on the Parties any objections to the Settlement and

shall be no later than five Days before the date first set for the Final Approval Hearing.

1.1.21 "**Parties**" means Plaintiff and the Defendants.

1.1.22 "**Settlement Class**" and "**Settlement Class Member(s)**" each means all individuals worldwide who from April 4, 2015 until June 8, 2019, purchased one or more bus tickets from Busbud and paid a higher price than initially advertised.

1.2 Other capitalized terms in this Agreement but not specifically defined above shall have the meanings ascribed to them elsewhere in this Agreement, including by reference to capitalized terms indicated in parentheses.

## 2. **SETTLEMENT RELIEF**

### 2.1 **Consent to Authorization for Purposes of Settlement**

2.1.1 For the purpose of implementing this Agreement, the Parties consent to the authorization of the Action as a class action and agree that all the requisite requirements under art. 575 of the *Code of Civil Procedure* are met.

### 2.2 **Practice Reform**

2.2.1 Within ninety days of Effective Date, the Defendants shall exercise all commercially reasonable efforts to cause an all-inclusive price (inclusive of any "service fees" or similar fees) to be displayed at all stages of the purchasing process for customers with a Canadian IP address that access the Defendants' website or its mobile applications.

2.2.2 In the interim, from the date of Final Judgment Approving Settlement and until the date in Section 1 above, for customers with a Canadian IP address that

access the Defendants' website or its mobile applications, the Defendants shall post a clear note at the first page that service fees are in addition to the bus ticket prices displayed in the search results

## **2.3 Escrow Fund**

2.3.1 The Defendants shall establish the Escrow Fund in the amount of One Hundred Seventy-Two Thousand, Four Hundred Sixty-Two dollars and Fifty Cents \$172,462.50 to be deposited into an interest-bearing trust account of the Defendants' Counsel no later than fifteen (15) Days after the Court renders the Judgment on Class Notice.

2.3.2 The Escrow Fund may be invested in interest-bearing, short-term instruments to be agreed upon by Class Counsel and Defendants (the "**Instruments**"). The interest proceeds and the principal may thereafter be reinvested as they mature in similar Instruments, bearing in mind the liquidity requirements of the Escrow Account to ensure that it contains sufficient cash available to pay all invoices, taxes, fees, costs, expenses, and other required disbursements, in a timely manner. Any interest proceeds will be added to the Escrow Fund. Except as otherwise specified herein, the Instruments at all times will remain in the Escrow Account.

2.3.3 Defendants and Defendants' Counsel will have no liability or responsibility for any possible taxes related to the Escrow Fund.

## **2.4 Disbursements from the Escrow Fund**

2.4.1 In accordance with the payment schedule set forth in this Agreement, Class Counsel shall instruct money from the Escrow Fund to be disbursed as follows:



- (a) First, to pay the Honorarium; and,
- (b) Second, to pay the Attorneys' Fees and Expenses, all as approved by the Court, within five (5) Days of the Effective Date.

2.4.2 Defendants cannot be held liable for any sum in excess of the sums put in the Escrow Fund.

## **2.5 Distribution of Award and Administration**

2.5.1 Every Settlement Class Member is eligible to obtain seven Canadian Dollars (\$7CAD) paid in the form of a Busbud electronic voucher (“eVouchers”).

2.5.2 The redemption codes for the eVouchers are to be issued to each Settlement Class Member by Busbud via email within ten (10) days of the Effective Date in an e-mail clearly stipulating how the eVouchers may be redeemed and the expiry date of the eVouchers.

2.5.3 The eVouchers have no minimum purchase requirements and are valid for a period of 12 months from the date the Defendants send emails containing eVouchers redemption codes to Settlement Class Members. If any eVouchers remains unused, in whole or in part, at the expiry of the validity period of 12 months, the eVouchers will become null and void.

2.5.4 The eVouchers may be used to purchase a bus ticket sold via the Defendants' website and mobile applications, and may be applied against the price of the bus tickets, including any additional fees.

- 2.5.5 For Settlement Class Members that transact in a currency other than Canadian Dollars, the eVouchers shall be converted to such currency using the prevailing exchange rate on the redemption date.
- 2.5.6 Defendants shall send one reminder e-mail to each Settlement Class Member who has not yet redeemed their eVouchers in full, two months prior to the expiry of the eVouchers.
- 2.5.7 Defendants shall be responsible for ensuring that all e-mails sent by Busbud to Settlement Class Members comply with applicable local laws such as *Canada's Anti-Spam Legislation* and the *EU General Data Protection Regulation*.
- 2.5.8 All e-mails, except the Long-Form Notice, sent to Settlement Class Members shall be in the English language plus either Spanish (for Settlement Class Members who previously received correspondences from Busbud in Spanish) or French (for all other Settlement Class Members, including those residing in Canada). The Long-Form Notice will only be communicated in English and French.
- 2.5.9 Defendants shall provide a dedicated e-mail address for Settlement Class Members to submit any queries in relation to redemption of the eVouchers and the Defendants shall answer each Settlement Class Members' queries within a reasonable period of time.
- 2.5.10 Within twenty (20) days after Effective Date, Busbud shall provide an affidavit to Class Counsel attesting to the delivery of the eVouchers to the Settlement Class Members. Busbud shall cause a copy of said affidavit to be sent to Class Counsel.

2.5.11 Within thirty (30) days after expiry of all the issued eVouchers, Busbud shall provide an affidavit to Class Counsel attesting to the total amount of eVouchers redeemed by the Settlement Class Members.

### **3. NOTICE TO THE SETTLEMENT CLASS**

#### **3.1 Notice**

3.1.1 No later than the Notice Date, the Defendants shall cause the Class Notice to be disseminated to potential Settlement Class Members. The Parties agree that a notice sent to each Settlement Class Member via email is the most effective method of notification, under the circumstances of this case, to effect notice to the Settlement Class Members.

3.1.2 At or prior to the Final Approval Hearing, the Defendants shall provide the Court with an affidavit attesting that Class Notice was disseminated pursuant to the Notice Program.

#### **3.2 Long-form Notice**

3.2.1 The Long-form Notice shall be in substantially the form of Schedule **A**, attached hereto, agreed to by the Parties and to be approved by the Court. At a minimum, the Long-form Notice shall: (a) include a short, plain statement of the background of the Action and the Agreement; (b) describe the proposed settlement relief as set forth in this Agreement; (c) describe the settlement process; (d) explain the scope of the releases provided in this Agreement; (e) state the identity of Class Counsel and the amount sought in Attorneys' Fees and Expenses; (f) explain the procedures for objecting to the Agreement, including the applicable deadline; (g) explain that any judgment or orders entered in the Action, whether favorable or

unfavorable to the Settlement Class, shall include and be binding on all Settlement Class Members; and (h) provide any other information judicially required.

### **3.3 Short-form Notice**

3.3.1 The Short-form Notice shall be in substantially the form attached hereto as Schedule **B**. At a minimum, the Short-form Notice shall: (a) include a telephone number to contact Class Counsel; (b) include the class definition; (c) include a brief description of the proposed Settlement relief as set forth in this Agreement; and (d) inform of the right to object to the Settlement and the deadlines to exercise this right.

3.3.2 The Short-form Notice shall also be made available by the Defendants (at the Defendants' cost) in the Spanish language and e-mailed to any Settlement Class Members who has previously received correspondence from the Defendants in Spanish.

### **3.4 Notice Program and Dissemination of the Class Notice**

3.4.1 Sending of Class Notice: The Short-form Notice (Schedule **B**) and Long-Form Notice (Schedule **A**) shall be sent by the Defendants to the Settlement Class Members no later than the Notice Date.

3.4.2 Posting of Class Notice: The Short-form Notice (Schedule **B**) and/or the Long-form Notice (Schedule **A**) may be posted on the website(s) of Class Counsel, at its option.

## **4. OBJECTIONS AND MEDIA COMMUNICATIONS**

### **4.1 Objections**

4.1.1 Unless otherwise authorized by the Court, any Settlement Class Member who intends to object to the fairness of the Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and served on Class Counsel identified in the Notice and/or Busbud's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her counsel; (c) a statement that the objector purchased bus ticket(s) during the period of time described in the Settlement Class definition; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; and (g) the objector's signature.

4.1.2 Any Settlement Class Member who files and serves a written objection, as described in the preceding Section, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement.

4.1.3 Unless otherwise authorized by the Court, any Settlement Class Member who fails to comply with the procedure for objections noted above shall waive and forfeit any and all rights he or she may have to appear separately and/or to

object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments.

## **4.2 Media Communications**

4.2.1 The Parties shall not make any statement or communication to the media pertaining to the Action, this Agreement or its terms. The Defendants may make such disclosures regarding the Action and the terms of the Agreement as it deems necessary in its filings with the Securities Commissions, to its auditors, or as otherwise required by provincial or federal law.

4.2.2 Nothing herein shall prevent Class Counsel from responding to Settlement Class Member inquiries regarding the Settlement in a manner consistent with the terms and conditions of this Agreement and Class Counsel will be entitled to post on its firm website(s) the relevant settlement documents, notices, proceedings, judgments, etc.

## **5. RELEASES**

5.1 The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to direct or indirect liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any court, or forum, or by means of any ancillary actions against non-Released Parties.

5.2 The following terms have the meanings set forth herein:

5.2.1 “**Released Claims**” means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could reasonably have been, or in the future might reasonably be asserted by Plaintiff or Settlement Class Members or the Releasing Parties either in the Action or in any action or proceeding in this Court or in any other court or forum, directly against the Released Parties or indirectly by way of any other action or proceeding in this Court or in any other court or forum against non-Released Parties, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to legal claims made by the Plaintiff or Members of the Settlement Class or the Releasing Parties arising out of or relating to the allegations in the Action. For avoidance of doubt, this includes, *inter alia*, all such claims that related in any way to additional fees for the bus tickets purchased by the Settlement Class Members via the Defendants.

5.2.2 “**Released Parties**” means the Defendants, including all of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, subrogees and assigns. It is expressly understood that, to the extent a Released Party is not a Party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

5.2.3 “**Releasing Parties**” means Plaintiff and each and every Settlement Class Member, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents and assigns, and all those who claim through them or who assert duplicative claims for relief on their behalf.

5.3 On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged each of the Released Parties of and from any and all liability for any and all Released Claims.

5.4 On the Effective Date, each of the Released Parties shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Plaintiff’s Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Action, except to enforce terms and conditions contained in this Agreement.

5.5 The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties and the Settlement Class Members to interpret and enforce the terms, conditions, and obligations under the Agreement.

## 6. **ATTORNEYS’ FEES AND EXPENSES AND PLAINTIFF’S SERVICE AWARD**

6.1 The award of Attorneys’ Fees and Expenses will be paid from the Escrow Fund. Within the application for settlement approval, Class Counsel shall make an application for an award of Attorneys’ Fees and Expenses, on which the Defendants will take no position, in the amount of up to \$150,000CAD plus taxes.

6.2 The Attorneys’ Fees and Expenses awarded by the Court shall be paid to Class Counsel within five (5) Days of the Effective Date.



**6.3** Class Counsel may seek permission from the Court to pay the Plaintiff the Honorarium. The Honourarium shall be deducted from the Escrow Fund.

**6.4** The Attorneys' Fees and Expenses and Honorarium to the Plaintiff shall be increased by a *pro rata* amount from any interest proceeds in the Escrow Fund.

## **7. FINAL JUDGMENT APPROVING SETTLEMENT**

This Agreement is subject to and conditional upon the issuance by the Court of the Final Judgment Approving Settlement that grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

## **8. REPRESENTATIONS AND WARRANTIES**

**8.1** The Defendants represent and warrant: (1) that they have the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Busbud; and (3) that the Agreement has been duly and validly executed and delivered by Busbud and constitutes its legal, valid and binding obligation.

**8.2** Plaintiff represents and warrants that he is entering into the Agreement on behalf of herself individually and as representative of the Settlement Class Members, of her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Plaintiff represents and warrants that she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable.

**8.3** The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered, or expended by the Defendants in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

**9. NO ADMISSIONS, NO USE**

**9.1** The Agreement and every stipulation and term contained in it is conditional upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, the Defendants, any Settlement Class Member or Releasing Party or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by Plaintiff, the Defendants, any Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

**10. TERMINATION OF THIS AGREEMENT**

**10.1** Either Party may terminate this Agreement by providing written notice to the other Party within ten (10) Days of the Court's refusal to render the Final Judgment Approving

Settlement in its entirety, or, if rendered, such Final Judgment Approving Settlement is reversed, vacated, or modified in any material respect by another court before the Effective Date.

- 10.2** It is expressly agreed that neither the failure of the Court to grant the Attorneys' Fees and Expenses award nor the amount of any the Attorneys' Fees and Expenses or service awards that may be finally determined and awarded, shall provide a basis for termination of this Agreement.
- 10.3** In the event of termination, the Defendants shall cause the information regarding the termination to be distributed to the Settlement Class Members under the same conditions for dissemination of the Class Notice provided for above.
- 10.4** In the event this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement. Upon termination, this Agreement shall be null and void.

## **11. MISCELLANEOUS PROVISIONS**

- 11.1 Entire Agreement:** The Agreement, including all Schedules hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by one of the Class Counsel and one of Busbud's Counsel and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of Busbud's Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to in writing by all Parties.

**11.2 Governing Law and Jurisdiction:** The Agreement shall be construed under and governed by the laws of the Province of Quebec, Canada, in which the Court is located, applied without regard to conflict of laws provisions. The Parties hereby submit themselves exclusively to the Courts of the Province of Quebec, District of Montreal, concerning any and all matters related to the interpretation or application of this Agreement.

**11.3 Execution in Counterparts:** The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

**11.4 Notices:** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by email to:

1. If to Class Counsel:

Mtres. Jeremie John Martin & Sebastien Paquette  
[jmartin@champlainavocats.com](mailto:jmartin@champlainavocats.com)  
[spaquette@champlainavocats.com](mailto:spaquette@champlainavocats.com)

Mr. Simon Lin  
[simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)

2. If to Defendants' Counsel:

Mtres. Eric Lefebvre & Saam Pousht-Mashhad  
[eric.lefebvre@nortonrosefulbright.com](mailto:eric.lefebvre@nortonrosefulbright.com)  
[spoushtmashhad@nortonrosefulbright.com](mailto:spoushtmashhad@nortonrosefulbright.com)

**11.5 Stay of Proceedings:** Upon the execution of this Agreement, all proceedings in this Action shall be stayed until further order of the Court, except for proceedings that may be necessary to implement the Agreement or comply with or effectuate the terms of this Agreement.

- 11.6 Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.
- 11.7 Binding on Successors:** The Agreement shall be binding upon, and enure to the benefit of, the heirs, successors and assigns of the Released Parties.
- 11.8 Arms' Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto, the Defendant's Counsel and the Class Counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.
- 11.9 Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.
- 11.10 Variance:** In the event of any variance between the terms of this Agreement and any of the Schedules hereto, the terms of this Agreement shall control and supersede the Schedule(s).
- 11.11 Schedules:** All Schedules to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.
- 11.12 Taxes:** No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Busbud, Busbud's Counsel, Class

Counsel, or Plaintiff; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

**11.13 Modification in Writing:** This Agreement may be amended or modified only by written instrument signed by Class Counsel and Busbud's Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

**11.14 Integration:** This Agreement represents the entire understanding and agreement among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.

**11.15 Retain Jurisdiction:** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.

**11.16 Language:** The Parties acknowledge that they have required and consented to this Agreement and all related documents be drafted in English. *Les parties reconnaissent avoir exigé et consentie à ce que la présente convention et tous les documents connexes soient rédigés en anglais.*

**11.17 Translation:** Nevertheless, if required by the Court, Plaintiff's Counsel shall procure a French translation of the Agreement, the cost of which shall be paid from the Escrow Fund. In the event of any dispute as to the interpretation or application of this Agreement, the English version shall govern.

**11.18 Transaction:** The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the C.C.Q., and the Parties hereby renounce to any errors of fact, of law and/or calculation;

**11.19 Recitals:** The recitals to this Agreement are true and form part of the Settlement Agreement.

**11.20 Authorized Signatures:** Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, on behalf of the Parties identified above and their law firms.

**IN WITNESS WHEREOF**, each of the Parties hereto, Class Counsel and Defendant's

Counsel have executed this Agreement as of the day set forth below.

Date: June 25, 2019

City : Montréal, Québec

*Norton Rose Fulbright Canada*  
S.E.N.C.R.L., s.r.l.

By: \_\_\_\_\_

**Mtres. Eric Lefebvre and Saam Pousht-Mashhad**

Norton Rose Fulbright Canada  
S.E.N.C.R.L., s.r.l. / LLP

Attorneys for Defendants Busbud Inc.,  
Busbud Usa Inc., Busbud Europe Limited,  
and Busbud Brasil Reserva De Passagens  
Ltda

Date: June 25, 2019

City : Montreal, Canada



By: \_\_\_\_\_

**David Burridge**

Duly authorized representative of Busbud  
Inc., Busbud USA Inc., Busbud Europe  
Limited, and Busbud Brasil Reserva De  
Passagens Ltda, as he so declares



Date: June 25<sup>th</sup> 2019  
City: Montreal

By: Champlain Avocats  
**Mtres. Jeremie John Martin and  
Sebastien Paquette**  
Champlain Avocats  
Attorneys for Plaintiff and for the  
Settlement Class Members

Date: June 25, 2019  
City: Vancouver, BC

By: Simon Lin  
**Mr. Simon Lin**  
Evolink Law Group  
Attorneys for Plaintiff and for the  
Settlement Class Members

Date: June 25<sup>th</sup> 2019  
City: New York, NY

By: Emilie Samson  
**Emilie Samson**  
Plaintiff

# **SCHEDULE A**

# AVIS AUX MEMBRES DU GROUPE D'UNE PROPOSITION DE RÈGLEMENT

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

## PROCÉDURES

Le 4 avril 2018, une demande d'autorisation d'action collective a été instituée contre Busbud Inc., Busbud USA Inc., Busbud Europe Limited, et Busbud Brasil Reserva De Passagens Ltda (collectivement, "**Busbud**") alléguant des violations à la *Loi sur la protection du consommateur*, la *Loi sur la concurrence*, et le *Règlement sur les agents de voyages* en lien avec une tarification fragmentée (i.e. des frais de services additionnels affichés uniquement plus tard dans le cadre du processus d'achat mais non dès le départ).

L'action collective recherche une compensation, pour le compte des individus partout dans le monde, pour les frais payés à Busbud entre le 4 avril 2015 et le 8 juin 2019 en lien avec cette tarification fragmentée.

## QUEL EST LE BUT DE CETTE ACTION COLLECTIVE?

L'action collective allègue que Busbud aurait agi à l'encontre de l'article 224(c) de la *Loi sur la protection du consommateur*, l'article 54 de la *Loi sur la concurrence* et l'art. 14.1 du *Règlement sur les agents de voyages* lorsque Busbud a vendu des billets d'autobus à des individus partout dans le monde par son site web et ses applications mobiles, sans afficher un prix tout inclus dès le premier affichage d'un prix donné pour un billet d'autobus.

Busbud conteste ceci et nie avoir commis un quelconque manquement, et aucun tribunal n'a conclu à un manquement de la part de Busbud.

## EST-CE QUE JE FAIS PARTIE DE L'ACTION COLLECTIVE?

Cette action collective vise tous les individus, partout dans le monde, qui, du 4 avril 2015 jusqu'au 8 juin 2019, ont acheté un ou plusieurs billets d'autobus avec Busbud (site web et/ou application mobile) et ont payé un frais de service qui était exclu du premier prix affiché pour le billet d'autobus (**Membres du groupe**).

## ENTENTE DE RÈGLEMENT PROPOSÉE

Sujet à l'approbation par la Cour, la présente entente de règlement (**Entente de règlement**) prévoit ce qui suit :

1. Busbud, dans les 90 jours de l'approbation de l'entente de règlement, déploiera tous les efforts commercialement raisonnables pour publiciser un prix tout inclus à chaque étape du processus d'achat pour tous les consommateurs qui accèdent à son site web avec une adresse IP canadienne.
2. Busbud émettra un bon d'une valeur de 7\$CAD (ou l'équivalent en devise étrangère au moment de l'utilisation du bon) à chaque membre du groupe, qui pourra être utilisé dans les 12 mois, pour l'achat d'un billet d'autobus via Busbud.
3. Busbud remboursera à la plaignante les honoraires d'avocat et déboursés pour un montant de 150 000\$ plus les taxes applicables, incluant un honorarium à la plaignante le cas échéant.

**L'Entente de règlement et les autres documents de Cour sont disponibles sur le site [www.evolinklaw.com/busbud-class-action](http://www.evolinklaw.com/busbud-class-action).**

## AUDIENCE D'APPROBATION DE L'ENTENTE DE RÈGLEMENT

La Cour supérieure du Québec doit approuver l'Entente de règlement avant qu'elle ne puisse prendre effet. La Cour va réviser les termes de ladite Entente afin de s'assurer que ceux-ci sont équitables, raisonnables et dans le meilleur intérêt des membres du groupe.

La date d'audition de la demande d'approbation de l'Entente de règlement sera le <<Final Approval Hearing Date>>

devant la Cour supérieure du palais de justice de Montréal, situé au 1 Notre-Dame Street Est, à Montréal, Québec, Canada en salle <<insert courtroom number>>. À l'audience, la Cour entendra toute objection produite par un Membre du groupe face à l'Entente de règlement proposée, selon les échéances et la procédure indiquées plus bas. Les Membres du groupe qui ne s'opposent pas à l'Entente de règlement ne sont pas requis de participer à l'audition ni de faire un geste actif quelconque pour indiquer qu'ils souhaitent être liés par l'Entente.

**Les Membres du groupe qui ne s'objectent pas à l'Entente de règlement n'ont pas à faire quoi que ce soit et n'ont pas à participer à l'audition d'approbation de l'Entente de règlement.**

## QUELLES SONT MES OPTIONS?

Si vous êtes un Membre du groupe, les trois (3) options suivantes s'offrent à vous:

1. Ne pas prendre d'action quelconque et recevoir un bon électronique de 7\$ de Busbud; ou
2. Rester un Membre du groupe et, si vous êtes en désaccord avec l'Entente de règlement, vous objecter à l'entente au plus tard le <<objection date>> en suivant la procédure décrite plus bas pour vous objecter aux termes de l'Entente de règlement; ou
3. Vous exclure du groupe en envoyant une lettre pour vous exclure au plus tard le <<opt-out date>>. Vous ne pouvez pas vous objecter à l'Entente de règlement si vous vous excluez du groupe, mais vous pouvez continuer une demande séparée et individuelle directement contre Busbud.

**Vous trouverez plus de détails sur la façon de s'exclure de l'Action collective ou sur le processus d'objection sont indiqués plus bas.**

## QUE PUIS-JE RECEVOIR PAR CETTE ENTENTE DE RÈGLEMENT?

Suivant l'approbation par la Cour de l'Entente de règlement, chaque Membre du groupe recevra un bon de 7\$ de Busbud qui pourra être utilisé pour acheter un billet via Busbud. Le bon sera valide pour 12 mois.

## À QUOI EST-CE QUE JE RENONCE EN PARTICIPANT À LA PRÉSENTE ENTENTE DE RÈGLEMENT?

En demeurant dans la présente action collective, vous ne pouvez plus participer dans une autre demande judiciaire contre Busbud pour la fragmentation des prix pour la période du 4 avril 2015 jusqu'au 8 juin 2019, au Canada, aux États-Unis ou dans tout autre pays. Vous donnez quittance à Busbud de toute responsabilité en lien avec la pratique reprochée.

L'Entente de règlement décrit spécifiquement l'étendue de la quittance. Veuillez bien en prendre connaissance et, si vous avez des questions à cet égard, communiquez avec les avocats en demande, dont les coordonnées sont indiquées plus bas, ou vous pouvez également communiquer avec un avocat de votre choix à vos frais.

## COMMENT M'EXCLURE DU PRÉSENT DOSSIER?

Si vous désirez vous exclure de la présente action collective et de l'Entente de règlement, vous devez informer le greffe de la Cour en envoyant une lettre par la poste à l'adresse suivante :

Cour supérieure du Québec,  
Chambre des actions collectives,  
Palais de justice de Montréal  
1 Notre-Dame Street East, Montreal, Quebec H2Y 1B6

Afin d'être valide, votre demande d'exclusion doit comporter un tampon de poste portant au plus tard la date du <<opt-out date>> et doit inclure TOUTES les informations suivantes:

- Le nom du présent dossier et son numéro de Cour (*Samson c. Busbud Inc., et al. – 500-06-000919-189*);
- Votre nom, adresse(s) courriel, numéro de téléphone et adresse;
- Les mots "Demande d'exclusion" sur le haut du document ou une déclaration demandant l'exclusion du groupe, et
- Votre signature.

**Vous pouvez uniquement vous exclure en suivant la procédure ci-haut. Vous ne pouvez pas vous exclure si vous entendez vous opposer à l'Entente de règlement. Votre demande d'exclusion doit être signée par vous personnellement, et non quelqu'un d'autre qui agirait pour vous.**

### LES MEMBRES DU GROUPE ONT-ILS UN AVOCAT DANS CE DOSSIER?

Oui. Les avocats représentant les Membres du groupe sont les bureaux Champlain Avocats (basé à Montréal) et Evolink Law Group (basé en Colombie-Britannique). Tous les honoraires d'avocats sont couverts par les termes de l'Entente de règlement et vous ne serez pas chargé aucun frais additionnel pour le travail des avocats dans ce dossier.

### QUELLE SERA LA RÉMUNÉRATION DES AVOCATS EN DEMANDE?

Dans le cadre de l'Entente de règlement et sujet à l'approbation de la Cour, Busbud a accepté de payer 150 000\$ plus taxes pour couvrir l'ensemble des honoraires d'avocats, des déboursés et honorarium à la plaignante le cas échéant.

### QUE FAIRE SI JE SUIS EN DÉSACCORD AVEC L'ENTENTE DE RÈGLEMENT

Si vous êtes en désaccord avec l'Entente de règlement vous pouvez vous objecter de la façon suivante :

1. Envoyer un avis écrit au plus tard le <<objection date>> en conformité avec les étapes décrites plus bas; ou
2. Participer à l'audience d'approbation de l'Entente de règlement qui sera tenue le <<Final Approval Hearing Date>> afin de présenter votre objection à la Cour directement.

Votre objection peut être envoyée aux avocats en demande à l'adresse courriel suivante: [busbud@evolinklaw.com](mailto:busbud@evolinklaw.com) et doit comprendre les informations suivantes :

- a) En objet, la référence au présent dossier (*Samson c. Busbud – 500-06-000919-189*);
- b) Votre nom complet, votre adresse postale, numéro de téléphone, votre courriel et, si vous êtes représenté par avocat, le nom, adresse, téléphone, télécopieur et adresse courriel de votre avocat;
- c) Une déclaration expliquant si vous entendez vous présenter en personne à l'audience d'approbation le ●, ou bien en personne ou bien par avocat;
- d) Une déclaration que vous vous considérez être Membre du groupe;
- e) Une copie de tout reçu d'achat, courriel pertinent ou autre document démontrant que vous êtes un Membre du groupe;
- f) Une déclaration que vous vous objectez et les motifs au support de votre objection;
- g) Copie de tout papier, document, mémoire ou autre de documents au support de votre objection;
- h) Une déclaration que, sous peine de parjure, l'information que vous communiquez est exacte, et
- i) Votre signature.

**Les avocats en demande produiront toute copie d'une objection présentée selon la procédure ci-haut à la Cour.**

**Vous ne pouvez pas présenter d'objection à la Cour si vous vous êtes exclus du groupe.**

### COMMENT PUIS-JE OBTENIR PLUS D'INFORMATION

Pour plus d'information, veuillez communiquer avec les avocats en demande :

Me Sebastien A. Paquette and Jérémie Martin  
Champlain Avocats  
1434 Sainte-Catherine Street Ouest, Suite 200  
Montréal, Québec H3G 1R4

M. Simon Lin  
Evolink Law Group  
4388 Still Creek Drive, Suite 237  
Burnaby, British Columbia V5C 6C6

*Veillez noter qu'en cas de divergence entre les termes du présent avis et de l'Entente de règlement, les termes de l'Entente de règlement prévaudront. Tout mot non défini dans le présent avis prendra le sens qui lui est donné dans l'Entente de règlement le cas échéant.*

**LA PUBLICATION DU PRÉSENT AVIS A ÉTÉ AUTORISÉE PAR LA COUR.**

# 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 [www.evolinklaw.com/busbud-class-action](http://www.evolinklaw.com/busbud-class-action).**

## 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 <<**Final Approval Hearing Date**>> before the Superior Court of Québec, at the Montreal Courthouse, 1 Notre-Dame Street East, in Montreal, Quebec, Canada in courtroom <<**insert courtroom number**>>. 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 <<objection date>> 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 <<opt-out date>>. 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 <<opt-out date>> 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 <<objection date>> in accordance with the steps explained below; or
2. attending the approval hearing which will take place on << **Final Approval Hearing Date**>> in order to present your objection to the Court directly.

Your objection may be sent to Class Counsel by email to [busbud@evolinklaw.com](mailto: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 ●, 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:

Mtres. Sebastien Paquette and Jeremie Martin  
Champlain Avocats  
1434 Sainte-Catherine Street West, Suite 200  
Montréal, Québec H3G 1R4

M. Simon Lin  
Evolink Law Group  
4388 Still Creek Drive, Suite 237  
Burnaby, British Columbia V5C 6C6

*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.**

# **SCHEDULE B**

# **NOTICE OF SETTLEMENT APPROVAL FOR CLASS ACTION AGAINST BUSBUD**

## **IF YOU PURCHASED A BUS TICKET VIA BUSBUD FROM ANYWHERE IN THE WORLD YOU MAY BE AFFECTED BY A PROPOSED CLASS ACTION SETTLEMENT**

### **NOTICE OF PROPOSED SETTLEMENT**

This Notice advises you of a proposed settlement of a class action brought in Quebec, on behalf of individuals worldwide, for fragmented pricing of bus tickets sold via Busbud's website and mobile application. The Court file is *Samson v. Busbud, et al.*, Quebec Superior Court File No. 500-06-000919-189 (District of Montreal).

website and mobile application for all of its users accessing its website with a Canadian IP address.

### **WHAT IS THE CLASS ACTION ABOUT?**

The plaintiff alleges that bus tickets sold via Busbud's website and mobile applications were charged a higher price than initially advertised, and that additional fees were disclosed later in the purchase process. The court has made no findings on the merits of the allegations.

### **WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

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 (or other similar fee) in addition to the bus ticket price.

### **IS THE SETTLEMENT IN EFFECT?**

No. Any settlement must first be approved by the Superior Court of Quebec before it takes legal effect.

### **WHEN IS THE APPROVAL HEARING?**

The approval hearing will be held on <<insert hearing date>> at 9:00 a.m. in Room <<insert court room>> of the Montreal Court House.

### **WHAT CAN I RECEIVE FROM THE SETTLEMENT?**

Busbud will automatically issue to each class member a voucher worth seven Canadian dollars (\$7.00CAD), regardless of the number of bus tickets previously purchased. The vouchers must be used within twelve (12) months and are transferable.

### **WILL BUSBUD CHANGE HOW IT DISPLAYS BUS TICKET PRICES?**

In addition to issuing a voucher to each class member, Busbud has undertaken, within ninety days of the settlement approval, to display an all-inclusive price at all steps of the purchasing process on its

## WHAT ARE MY OPTIONS?

1. If you **want to participate in the settlement** and receive the benefits, no action is required. You will then be bound by the terms of the legal release contained in the settlement agreement.
2. If you **do not want to participate in the settlement**, you can opt out of the class action by filing the necessary exclusion documents with the Court as further detailed in the long-form notice.
3. If you wish to **object to the terms of this proposed settlement**, you can write to Class Counsel by <<objection date>> in accordance with the steps as further detailed in the long-form notice. Please note that the Court **cannot** change the settlement terms. Any objections will be used by the Court to consider whether to approve the settlement.

## WHO REPRESENTS THE CLASS MEMBERS?

The Plaintiff and Class Members are represented by:

**Mtres. Sebastien Paquette and Jeremie Martin**  
Champlain Avocats  
1434 Sainte-Catherine Street West, Suite 200  
Montréal, Québec H3G 1R4

**M. Simon Lin**  
Evolink Law Group  
4388 Still Creek Drive, Suite 237  
Burnaby, British Columbia V5C 6C6

## WILL I BE CHARGED FOR LEGAL FEES?

No, there is no financial obligation for the class members.

Busbud, as part of the settlement, will be indemnifying the class members for legal fees, legal expenses and any service award to the Plaintiff in the amount of \$150,000 plus applicable taxes. This indemnification is also subject to Court approval.

**THIS NOTICE IS JUST A SUMMARY.** If there is any discrepancy between this notice and the settlement agreement, the settlement agreement shall prevail. Go to [www.evolinklaw.com/busbud-class-action](http://www.evolinklaw.com/busbud-class-action) for further information and to review the proposed settlement agreement.

## **AVIS DE DEMANDE D'APPROBATION DE RÈGLEMENT D'UNE ACTION COLLECTIVE PROPOSÉE CONTRE BUSBUD**

**SI VOUS AVEZ ACHETÉ UN BILLET D'AUTOBUS AVEC BUSBUD, À PARTIR DE N'IMPORTE OÙ DANS LE MONDE, VOUS POURRIEZ ÊTRE CONCERNÉ PAR LE PRÉSENT RÈGLEMENT PROPOSÉ D'UNE ACTION COLLECTIVE**

### **AVIS DE RÈGLEMENT PROPOSÉ**

Cet avis a pour objet de vous informer sur le règlement proposé d'une action collective, instituée au Québec, pour le compte d'individus partout dans le monde, pour la perception de frais de services sur les billets d'autobus vendus par la plateforme Busbud. Le numéro de dossier de la Cour est: *Samson c. Busbud, et al.*, Cour supérieure No. 500-06-000919-189 (District de Montréal).

En plus d'émettre un bon à chaque membre du groupe, Busbud va entreprendre, dans les 90 jours de l'approbation du règlement, d'afficher un prix tout inclus à chaque étape du processus d'achat sur son site web et sur ses applications mobiles pour tous les utilisateurs qui y accèdent par une adresse IP canadienne.

### **QUE VISE L'ACTION COLLECTIVE?**

La plaignante prétend que les billets d'autobus vendus par le biais du site web de Busbud et des applications mobiles de Busbud ont été vendus à un prix plus élevé que celui affiché initialement, et que les frais de service étaient divulgués ultérieurement dans le cadre du processus d'achat. La Cour ne s'est pas prononcée sur le bien-fondé de ces allégations.

### **QUI EST VISÉ PAR L'ACTION COLLECTIVE?**

Tous les individus, partout dans le monde, qui, à compter du 4 avril 2015 et jusqu'au 8 juin 2019, ont acheté un ou plusieurs billets d'autobus via Busbud (site web et/ou application mobile) et ont payé un frais de service (ou frais similaire) en sus du prix du billet.

### **EST-CE QUE LE RÈGLEMENT EST EN VIGUEUR?**

Non. Tout règlement doit d'abord être approuvé par la Cour supérieure du Québec avant de pouvoir prendre effet.

L'audience d'approbation sera tenue le <<insert hearing date>> à 9:00 a.m. en salle <<insert court room>> du palais de justice de Montréal.

### **QUE PUIS-JE RECEVOIR DU RÈGLEMENT?**

Busbud va automatiquement émettre à chaque membre du groupe un bon d'une valeur de sept dollars (\$7.00CAD), sans égard au nombre de billets achetés. Les bons doivent être utilisés à l'intérieur des douze mois et sont transférables.

### **EST CE QUE BUSBUD VA CHANGER SA FAÇON D'AFFICHER LES PRIX?**



## QUELLES SONT MES OPTIONS?

1. **Si vous désirez bénéficier du règlement** et en recevoir les bénéfices, aucune action n'est requise de votre part. Vous allez alors être tenus aux termes de la quittance contenue dans l'entente de règlement.
2. **Si vous ne désirez pas participer au règlement**, vous pouvez vous exclure de l'action collective en remplissant et produisant à la Cour les documents d'exclusion tel qu'expliqué dans l'avis au long.
3. Si vous **désirez vous objecter aux termes de l'entente proposée**, vous pouvez écrire aux procureurs en demande avant le <<objection date>> selon les étapes détaillées dans l'avis au long. Veuillez noter que la Cour ne peut pas changer les termes de l'entente. Toute objection sera considérée par la Cour pour considérer si elle devrait ou non approuver l'entente.

## QUI REPRÉSENTE LES MEMBRES DU GROUPE?

La plaignante et les membres du groupe sont représentés par :

**Me Sebastien A. Paquette and Jérémie Martin**  
Champlain Avocats  
1434 Sainte-Catherine Street West, Suite 200  
Montréal, Québec H3G 1R4

**M. Simon Lin**  
Evolink Law Group  
4388 Still Creek Drive, Suite 237  
Burnaby, British Columbia V5C 6C6

## VA-T-ON ME CHARGER DES FRAIS D'AVOCAT?

Non, il n'y a aucune obligation financière pour les membres du groupe.

Busbud, dans le cadre du règlement, indemniser les membres du groupe pour les honoraires d'avocat, les débours et tout honorarium à la plaignante le cas échéant pour un montant total de 150 000\$ plus les taxes applicables. Cette indemnisation est également sujette à approbation par la Cour.

**CET AVIS N'EST QU'UN AVIS SOMMAIRE.** S'il devait y avoir une divergence entre cet avis sommaire et l'entente de règlement, l'entente de règlement prévaudra. Veuillez visiter le site [www.evolinklaw.com/busbud-class-action](http://www.evolinklaw.com/busbud-class-action) pour plus d'informations sur l'entente de règlement.

# **AVISO DE APROBACIÓN DE CONCILIACIÓN DE DEMANDA COLECTIVA CONTRA BUSBUD**

**SI COMPRÓ UN BILLETE DE AUTOBÚS A TRAVÉS DE  
BUSBUD DESDE CUALQUIER LUGAR DEL MUNDO, ES  
POSIBLE QUE LE AFECTE UNA CONCILIACIÓN DE  
DEMANDA COLECTIVA PROPUESTA**

## **AVISO DE CONVENIO PROPUESTO**

Este Aviso le informa sobre una propuesta de conciliación de una demanda colectiva presentada en Quebec, en nombre de personas de todo el mundo, para obtener un precio fragmentado de los billetes de autobús vendidos a través del sitio web de Busbud y la aplicación móvil. El expediente judicial es *Samson v. Busbud, et al.*, Quebec Superior Court File N.º 500-06-000919-189 (Distrito de Montreal).

## **¿DE QUÉ TRATA LA DEMANDA COLECTIVA?**

El demandante alega que los billetes de autobús vendidos a través del sitio web y las aplicaciones móviles de Busbud cobraron un precio más alto que el anunciado inicialmente, y que se aplicaban tarifas adicionales más adelante en el proceso de compra. El tribunal no ha hecho ninguna constatación sobre la justificación de las alegaciones.

## **¿QUIÉN SE INCLUYE EN LA DEMANDA COLECTIVA?**

Todas las personas en cualquier parte del mundo que desde el 4 de abril de 2015 hasta el 8 de junio de 2019 hayan comprado uno o más billetes de autobús a través de Busbud (sitio web y/o aplicación móvil) y hayan pagado una tarifa de servicio (u otra tarifa similar) además del precio del billete de autobús.

## **¿ESTÁ EN VIGOR EL CONVENIO?**

No. Cualquier convenio debe aprobarse primero por el Tribunal Superior de Quebec antes de que tenga efecto legal.

## **¿CUÁNDO ES LA AUDIENCIA DE APROBACIÓN?**

La audiencia de aprobación se llevará a cabo el <<insertar la fecha de la audiencia>> a las 9:00 en la sala <<insertar sala del tribunal>> del Tribunal de Montreal.

## **¿QUÉ PUEDO RECIBIR DEL CONVENIO?**

Busbud emitirá automáticamente a cada miembro de la demanda un vale por un valor de siete dólares canadienses (7,00 CAD), independientemente del número de billetes de autobús comprados

previamente. Los vales deben usarse en un plazo de doce (12) meses y son transferibles.

## **¿CAMBIARÁ BUSBUD LA FORMA EN QUE SE MUESTRAN LOS PRECIOS DE LOS BILLETES DE AUTOBÚS?**

Además de emitir un vale para cada miembro de la demanda, Busbud se ha comprometido, dentro de los noventa días posteriores a la aprobación de la conciliación, a mostrar un precio con todo incluido en todos los pasos del proceso de compra en su sitio web y aplicación móvil para todos los usuarios que accedan a su sitio web con una dirección IP canadiense.

## ¿CUÁLES SON MIS OPCIONES?

1. Si **desea participar en el convenio** y recibir los beneficios, no necesita realizar ningún tipo de procedimiento. Se le aplicarán los términos de la liberación legal incluida en la resolución del convenio.
2. Si **no desea participar en la concilia**, puede excluirse de la demanda colectiva mediante la presentación de los documentos de exclusión necesarios ante el Tribunal como se detalla en el aviso detallado.
3. Si desea **oponerse a los términos de esta conciliación propuesta**, puede escribir a los Abogados de la demanda antes del <<fecha de oposición>> de acuerdo con los pasos que se detallan en el aviso detallado. Tenga en cuenta que el Tribunal **no puede** cambiar los términos de la conciliación. El Tribunal utilizará cualquier oposición para considerar si aprueba la conciliación.

## ¿QUIÉN REPRESENTA A LOS MIEMBROS DE LA DEMANDA?

La parte demandante y los miembros de la demanda están representados por:

### **Sebastien Paquette y Jeremie Martin**

Champlain Avocats  
1434 Sainte-Catherine Street West, Suite 200  
Montréal, Quebec H3G 1R4

### **Simon Lin**

Evolink Law Group  
4388 Still Creek Drive, Suite 237  
Burnaby, Columbia Británica V5C 6C6

## ¿TENDRÉ QUE PAGAR POR LAS COSTAS LEGALES?

No, no hay obligación financiera para los miembros de la demanda.

Busbud, como parte de la conciliación, indemnizará a los miembros de la demanda por las tarifas legales, los gastos legales y cualquier concesión de servicio al demandante por una cantidad de 150 000 \$ más los impuestos correspondientes. Esta indemnización también está sujeta a la aprobación del tribunal.

**ESTE AVISO ES SOLO UN RESUMEN.** Si existe alguna discrepancia entre este aviso y el acuerdo de conciliación, prevalecerá el acuerdo de

conciliación. Vaya a [www.evolinklaw.com/busbud-class-action](http://www.evolinklaw.com/busbud-class-action) para obtener más información y revisar el acuerdo de conciliación propuesto.

## **Appendix « B » – Common Issues**

### **Liability to the Class**

#### **Federal Competition Act**

1. Did the Defendants clearly display a “first price” in the search results to each of the Class Members in the search result screen?
2. Did the Defendants display a “second price” immediately prior to each Class Member confirming and/or submitting their purchases of bus tickets?
3. Is the “second price” higher than the “first price” for all Class Members?
4. Were the Defendants only entitled to charge the “first price” under section 54 of the Competition Act?
5. Were the Class Members entitled to pay to the Defendants the “first price” under section 54 of the Competition Act?

#### **Consumer Protection Act**

6. Did Busbud’s advertising and/or sales of the Bus Tickets contravene articles 40-42 under Title I of the CPA and/or article 224(c) under Title II of the CPA?
7. Does the absolute presumption of prejudice apply to the Class Members’ claims?

#### **Regulation respecting travel agents.**

8. Did Busbud’s advertising and/or sale of the bus tickets contravene section 14.1 of the Regulation respecting travel agents?

## **Remedies for the Class Members**

### **Recovery for the Class Under Section 36 of the Competition Act**

9. Have the Class Members suffered actual damages equivalent to the "second price" minus the "first price"?
10. Are the Class Members entitled to claim the damages in question #9 pursuant to section 36 of the Competition Act?
11. Are the Class Members entitled to recovery of investigation costs and costs of this proceeding, including all judicial and extra-judicial fees and disbursements on a full indemnity basis?

### **Recovery for the Class Under the Consumer Protection Act**

12. Are the Class Members entitled to claim any of the remedies under article 272 from the Defendants, namely:
  - a. a reduction of the Class Member's obligations by the Defendants returning a monetary amount equivalent to the amount of service fees the Defendants charge to the Class Members;
  - b. the Defendants' performance of the obligation required under article 224(c), by only charging each of the Class Members no higher than the first advertised price and refunding the service fees charged;
  - c. award compensatory damages to each Class Member; and/or
  - d. award moral damages, including damages for inconvenience, to each Class Member?

13. Does the Defendants' conduct warrant punitive damages? If so, how much?

*Miscellaneous*

14. Are the Class Members entitled to the interest and additional indemnity set out in the C.C.Q. on the above monetary amounts, from the date of initial date of purchase of their bus ticket(s)?

15. Can a collective recovery for the Class Members be made in this class action under articles 595-598 of the CCP?