

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

(Class Action)
SUPERIOR COURT

No: 500-06-000884-177

MARTIN PREISLER-BANOON
Plaintiff
-vs-
AIRBNB IRELAND UC
and
AIRBNB, INC.
and
AIRBNB PAYMENTS UK LTD.
Respondents

TRANSACTION AGREEMENT

I. PREAMBLE..... 1

II. DEFINITIONS 2

III. SCOPE AND EXTENT OF THE TRANSACTION..... 6

IV. BUSINESS PRACTICE CHANGE..... 7

V. REDEEMABLE CREDITS OFFERED BY RESPONDENTS 7

VI. PROCEDURE FOR PRE-APPROVAL OF THE TRANSACTION..... 7

VII. EXCLUSION FROM THE TRANSACTION 9

VIII. PROCEDURE FOR APPROVAL OF THE TRANSACTION..... 10

IX. DISTRIBUTION TO CREDIT ELIGIBLE MEMBERS 12

X. CLAIMS ADMINISTRATION..... 13

XI. NO REMAINING BALANCE AFTER IMPLEMENTATION 14

XII. FEES AND DISBURSEMENTS OF CLASS COUNSEL 14

XIII. PLAINTIFF’S INDEMNITY 14

XIV. RENDERING OF ACCOUNT..... 15

XV. RELEASE AND DISCHARGE AND CONSIDERATION OF THE PLAINTIFFS 15

XVI. TERMINATION..... 16

XVII. SCHEDULES 17

XVIII. FINAL PROVISIONS 17

I. PREAMBLE

WHEREAS MARTIN PREISLER-BANOON ("**Plaintiff**") filed an Application to authorize the bringing of a class action lawsuit and to appoint the status of representative plaintiff, on August 22, 2017 against AIRBNB IRELAND UC, AIRBNB, INC. and AIRBNB PAYMENTS UK LTD. (the "**Respondents**") before the Superior Court of Quebec, Judicial District of Montreal, in the court file bearing the docket number 500-06-000884-177 (the "**Class Action**";

WHEREAS the Respondents deny any wrongdoing of any kind and all liability including any liability for monetary compensation or reparation in kind to the purported members of the group covered by the Class Action and oppose the authorization of the Class Action, including any of the sought injunctive relief;

WHEREAS the Parties (as defined below) consider that the continuation of the Class Action would give rise to substantial costs and delays, including the possibility of appeals, and they acknowledge the significant challenges, hurdles, expenses and risks associated with protracted litigation;

WHEREAS the Plaintiff representing all members of the group covered by the Class Action, as defined for purposes of the Class Action, and the Respondents have agreed to enter into a binding settlement in order to achieve a full and final resolution of the Class Action and all claims or causes of action arising out of the display of prices on the Airbnb Platform (as defined below) before the implementation of the Practice Change (as defined below) as set forth below, taking into account the uncertainty, risk, delay and costs inherent to litigation;

WHEREAS the Parties participated in a C.R.A. (settlement conference) presided by a retired Superior Court Judge and have conducted negotiations aimed at reaching a settlement of the Class Action and all claims or causes of action arising out of the display of prices on the Airbnb Platform before the implementation of the Practice Change as set forth below, and anticipate that the contemplated settlement will afford significant benefits to the members of the group covered by the Class Action, that it will be just, reasonable and appropriate, and that it will be in the members' best interest;

WHEREAS this settlement and Court approval thereof does not constitute any admission of liability on the part of the Respondents or an acknowledgement by the Respondents that any damages were caused to members of the group covered by the Class Action;

WHEREAS, for the purpose of settlement only and contingent on approvals by the Court as provided for in this Transaction, the Respondents will not oppose authorization of the Class Action;

IN CONSIDERATION OF THE FOREGOING, PLAINTIFF, AIRBNB IRELAND UC, AIRBNB, INC. AND AIRBNB PAYMENTS UK LTD. AGREE AS FOLLOWS:

II. DEFINITIONS

Unless a different meaning is indicated by the context, the following definitions shall apply to the Transaction and its Schedules. Words or phrases importing a number shall be construed such that the singular includes the plural and vice-versa. Similarly, words or phrases importing the masculine gender shall be construed as including the feminine gender and vice-versa, where appropriate;

"Accommodation" means the offering by third parties of vacation or other properties for use on the Airbnb Platform;

"Account" means the Airbnb account of a Member, which is linked to such Member's email address;

"Airbnb" (or **"Respondents"**) means, collectively, AIRBNB IRELAND UC, AIRBNB, INC. and AIRBNB PAYMENTS UK LTD.;

"Airbnb Platform" means collectively the Site, Application and Airbnb Services;

"Airbnb Services" means all services associated with the Site and the Application;

"Application" means, collectively, the Airbnb mobile, tablet and other smart device applications, and application program interfaces;

"Booking" means a contract entered into directly between Hosts and Guests;

"Bounce Back" means an email that is returned to the sender because it cannot be delivered for some reason;

"Claim" means any and all requests for a Redeemable Credit submitted by a Credit Eligible Member to the Claims Administrator pursuant to this Transaction;

"Claims Administrator" means Velvet Payments, who the Parties have agreed will administer the Claims process in accordance with the terms of this Transaction, subject to the approval of the Court;

"Claims Administrator Expenses" means all Claims Administrator fees, costs incurred and disbursements paid by the Claims Administrator in the carriage of its mandate, including costs incurred and disbursements paid in processing all Claims in accordance with the terms of this Transaction, subject to the approval of the Court;

"Claims Deadline" means thirty (30) Days from the publication and dissemination of the Notice of Approval of the Transaction by the Claims Administrator (within ten (10) Days following the Judgment Approving the Transaction), and is the date by which all Claims must be received by the Claims Administrator to be considered timely. The Claims Deadline shall be clearly set forth on the Claims Administrator's dedicated website, and on the Notice of the Approval of the Transaction;

"Class Counsel" means the law firm of LPC Avocats;

"Class Counsel Fees" means the amounts representing all fees and disbursements payable to Class Counsel in accordance with paragraphs 51 to 54 of the Transaction;

"Class Period" means the period from August 22, 2014 to June 26, 2019;

"Counsel for Respondents" means Stikeman Elliott LLP;

"Court" means the Superior Court of Quebec sitting in the District of Montreal;

"Credit" or **"Redeemable Credit"** means a credit-voucher to be used to make a Booking for Accommodation on the Airbnb Platform in the form of a single, one-time use only, non-transferable, non-refundable, and non-cash convertible credit of a value in Canadian dollars to be determined in accordance with paragraphs 37 to 41 of the Transaction, applied to the Accounts of the Credit Claimed Members in accordance with the Transaction, and redeemable at check-out. Once issued, a Credit expires after twenty-four (24) months of its issuance;

"Credit Claimed Member" means a Credit Eligible Member that claims a benefit under the settlement (a Claim), if and once approved by the Court, after receiving the Notice of the Approval of the Transaction, by following the procedure described at paragraphs 37 to 41 of the Transaction;

"Credit Eligible Member" means a Member that satisfies the following criteria:

1. He/she is a Quebec Resident;
2. He/she used the Airbnb Platform at least once during the Class Period, for a purpose other than business travel, to book an Accommodation anywhere in the world (a Booking), and he/she was located in the Province of Quebec at the time he/she made the Booking;
3. He/she has not exercised a Right of Exclusion as communicated to Counsel for the Respondents by Class Counsel pursuant to the Transaction; and

4. He/she must have an active Account at the time of Credit issuance and he/she must not have voluntarily deleted or cancelled his/her Account or have been suspended or removed from the Airbnb Platform due to a violation of Airbnb's Terms of Service ("**TOS**"), policies or standards.

"Days" means calendar days;

"Documents" means, irrespective of the medium, all pleadings, proceedings, affidavits, exhibits, hearing or case management conference call minutes and related transcripts, if any, letters and emails exchanged between Counsel for the Respondents and Class Counsel or between both of the latter and the Court in relation to this Class Action;

"Effective Date" means the date on which the Judgment Approving the Transaction becomes final. Solely for the purposes hereof, the Parties agree that the Judgment Approving the Transaction will become final upon expiry of a period of thirty (30) Days after the date of the notice of the Judgment Approving the Transaction or after the date of the Judgment Approving the Transaction if it was rendered at the hearing or, if an appeal is filed, when such appeal is dismissed by the final court of appeal;

"Exclusion Period" means a period of thirty (30) Days following publication of the Notice of Hearing to Approve the Transaction authorized by the Court, during which time the Group Members who so desire may exclude themselves from the Group and the Transaction. If the Exclusion Period ends on a Saturday or a non-judicial Day, such period may be extended until midnight of the next following judicial Day;

"Exclusion Procedure" means the procedure for exercising the Right of Exclusion in accordance with the terms and conditions set out in paragraphs 20 to 24 of the Transaction;

"Fonds d'aide" means the *Fonds d'aide aux actions collectives* created pursuant to the *Act respecting the Fonds d'aide aux actions collectives* (CQLR c F-3.2.0.1.1);

"Guests" means third party travelers seeking to book Accommodations;

"Guest Fees" means a fee charged by Airbnb to Guests in consideration for the use of the Airbnb Platform;

"Group Member" or **"Member"** means a person included in the Group that did not exclude himself or herself in accordance with the Right of Exclusion pursuant to the Transaction and article 580 of the *Code of Civil Procedure*;

"Group" means the group defined in the Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff as amended, namely:

Every person residing in Quebec, who between August 22, 2014 and June 26, 2019, while located in the province of Quebec, made a booking for anywhere in the world, for a purpose other than business travel, using Airbnb's websites and/or mobile application and who paid a price higher than the price initially advertised by Airbnb (excluding the QST or the GST);

"Hearing to Approve Class Counsel Fees" means the hearing to be presided over by the Court for the purpose of determining whether the Application for Approval of Class Counsel's Fees made in the Class Action pursuant to Article 593 CCP and in accordance with paragraphs 26 to 30 of the Transaction is to be granted;

"Hearing to Approve the Transaction" means the hearing to be presided over by the Court for the purpose of determining whether the Application for Approval of the Transaction made in the Class Action pursuant to Article 590 CCP and in accordance with paragraphs 26 to 30 of the Transaction is to be granted;

"Hosts" means third parties who offer Accommodations on the Airbnb Platform;

"Individual Claim Period" means the period described at paragraph 38 of the Transaction;

"Judgment Approving the Transaction" means the Court judgment approving the Transaction;

"Judgment Authorizing the Class Action" means the judgment authorizing the Class Action and approving the Notice Program for purposes of settlement only and appointing the Claims Administrator;

"List of Credit Claimed Members" means a list prepared by the Claims Administrator, using the List of Credit Eligible Members, of all Credit Claimed Members and that includes each Credit Claimed Member's email address associated with the Credit Claimed Member's Account;

"List of Credit Eligible Members" means a list prepared by the Respondents of all Credit Eligible Members and that includes each Credit Eligible Member's email address associated with the Credit Eligible Member's Account;

"List of Group Members" means a list prepared by the Respondents of all Group Members and that includes each Group Member's email address associated with the Group Member's Account;

"Listings" means the publication of Accommodations on the Airbnb Platform;

"Notice of Hearing to Approve the Transaction" means the notice described in paragraph 16 notifying the Members of the Hearing to Approve the Transaction (Schedule "A" (English) and Schedule "A" (French) hereto);

"Notice of the Approval of the Transaction" means the notice described in paragraph 32 of the Transaction informing the Members that the Transaction has been approved by the Court (Schedule "B" (English) and Schedule "B" (French) hereto);

"Notices" means (i) the Notice of Hearing to Approve the Transaction; and (ii) the Notice of the Approval of the Transaction;

"Objection" means an objection by a Member to the Transaction made in the manner and within the time frame specified by the Court, or if none is specified by the Court, by applicable legislation, in accordance with Article 590 of the *Code of Civil Procedure*, based on the terms and conditions proposed in paragraph 30 of the Transaction;

"Objection Form" means the form made available to Members who wish to object to the Transaction (Schedule "C" (English) and Schedule "C" (French) hereto);

"Parties to the Transaction" or **"Parties"** means Plaintiff, as defined below, and the Respondents;

"Plaintiff" means Martin Preisler-Banoon;

"Practice Change Date" means June 26, 2019, which is the date at which the business practice change described in paragraph 6 of the Transaction occurred;

"Quebec Resident" means a user of the Airbnb Platform identified by the Respondents as being a resident in the Province of Quebec based on various sources of user location information, including, when available, his/her stated address of residence, address of his/her Listings (if any), credit card registration location and billing address, payout data, tax information, phone numbers and IP address. These location data are then mapped to standardized forms. Different weights, based on recency, verification and quality of the information, are applied to the locations derived from the various sources and combined to form a score for each possible location. The user's location is then assigned to the location that maximizes the overall score;

"Reparation Date" means the date described at paragraph 40 of the Transaction;

"Right of Exclusion" means the right of a Member to exclude himself or herself from the Transaction in accordance with the terms and conditions set out in paragraphs 20 to 24 of the Transaction;

"Schedules" means any and all of the documents that the Parties have attached to the Transaction and that are identified in paragraph 71 together with any other document that the Parties may attach hereto with the Court's approval. However, the Parties may, without the Court's authorization, make amendments to the form and content of the Schedules, provided such amendments comply with the provisions of the Transaction;

"Site" means the Airbnb website, including any subdomains thereof, and any other websites through which Airbnb makes its services available (collectively);

"Transaction" means this transaction agreement, including the Schedules and subsequent amendments thereto, together with any other subsequent agreement that the Parties may see fit to add hereto subject to the Court's approval;

III. SCOPE AND EXTENT OF THE TRANSACTION

1. The preamble forms an integral part of the Transaction.
2. Through the Transaction, the Plaintiff and the Respondents wish to settle among themselves and on behalf of the Group Members any and all claims, allegations or causes of action of whatsoever nature arising directly or indirectly out of any of the facts or causes of action alleged in the proceedings relating to the Class Action, the supporting exhibits or the Documents, including any claims arising out of the display of prices on the Airbnb Platform before the implementation of the Practice Change, in accordance with the terms and conditions of the Transaction.
3. The Transaction is conditional upon the Court approving it in its entirety, with the exception of paragraphs 15, 31, 52 to 54 and 57 to 59, failing which the Transaction will be null and void and will not give rise to any right or obligation in favour of or against the Parties and the Group Members unless all Parties, acting in their sole discretion, agree to waive any variation of the Transaction that might be imposed by the Court.
4. The Plaintiff and the Respondents undertake to cooperate and make and deploy all efforts and means necessary or useful to justify the Transaction and to support and demonstrate its fairness and reasonableness with a view to obtaining Court approval of the Transaction and to make joint representations to the Court in the hearings for the purposes of obtaining the Judgment Authorizing the Class Action and the Judgment Approving the Transaction.
5. Whether or not this Transaction is terminated or approved, this Transaction and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Transaction, and any action taken to carry out this Transaction:
 - (a) shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Respondents, or of the truth of any of the claims or allegations contained in the Class Action or any other pleading filed by the Plaintiff;
 - (b) shall not be referred to, offered as evidence or received in evidence in any pending or future action or proceeding, except in a proceeding to authorize the Class Action, approve or enforce this Transaction or to defend against the assertion of released claims, or as otherwise required by law.

IV. BUSINESS PRACTICE CHANGE

6. On June 26, 2019, the Respondents implemented a business practice change to display pricing for Accommodations inclusive of the applicable Guest Fees, on the search results page for dated searches to users accessing the Airbnb Platform from Quebec (the “**Practice Change**”), resulting in pricing that is ‘all-inclusive’, except for taxes and optional costs or services.

V. REDEEMABLE CREDITS OFFERED BY RESPONDENTS

7. The Respondents shall compensate Credit Eligible Members as provided at paragraphs 37 to 41 of the Transaction by offering Credits of a total gross value of CAD \$3,000,000.00 (“**Gross Value of the Credits**”) to be used on the Airbnb Platform (conditions described further below).
8. Together, the Practice Change and the Redeemable Credits are the consideration to Group Members for this settlement.
9. The following fees and costs shall be paid by the Respondents and will be deducted from the Gross Value of the Credits:
 - (a) Claims Administrator Expenses;
 - (b) The cost of publication of any notices to Members that the Court may require;
 - (c) Class Counsel Fees, including taxes, as provided at paragraphs 51 to 53 of the Transaction; and
 - (d) Plaintiff’s indemnity, as provided at paragraphs 56 to 58 of the Transaction;(collectively, the “**Deductible Fees and Costs**”).
10. The Respondents will bear the internal costs of distribution of the Redeemable Credits to the Credit Claimed Members.
11. The Respondents shall not be required to pay any amount over and above the Gross Value of the Credits and the Parties shall use their best efforts so that the implementation of the Transaction does not impact the Respondents’ operations, nor cause it any additional expense.
12. The value of each Redeemable Credit to be distributed to Credit Claimed Members pursuant to this Transaction shall be determined at the expiry of the Claims Deadline in accordance with paragraph 40.

VI. PROCEDURE FOR PRE-APPROVAL OF THE TRANSACTION

13. Class Counsel will file with the Court a *Consolidated Application for Authorization to Institute a Class Action for Settlement Purposes and for Approval of Notices to Class Members of a Settlement Approval Hearing and to Appoint a Claims Administrator*, presentable June 14, 2019 (the “**Consolidated Authorization Application**”).
14. At the hearing of the Consolidated Authorization Application, Class Counsel and Counsel for the Respondents will make joint representations to the Court with a view to obtaining the Judgment Authorizing the Class Action for settlement purposes only and authorizing dissemination of the Notice of Hearing to Approve the Transaction.
15. The Parties acknowledge that the Court may amend the wording and the terms for the dissemination and publication of the Notice of Hearing to Approve the Transaction, which will not

be grounds for nullity or termination of the Transaction, unless such amendments entail a substantive change to the terms and conditions of the Transaction.

16. The Notice of Hearing to Approve the Transaction will be substantially similar to Schedule “A” (English) and Schedule “A” (French).
17. The Notice of Hearing to Approve the Transaction will be published and disseminated in the following manner:
 - (a) within one hundred and twenty (120) Days following the Practice Change Date – and necessarily following the Judgment Authorizing the Class Action –, the Claims Administrator will send the Notice of Hearing to Approve the Transaction to all Group Members to the email address associated with the Group Member’s Account using the List of Group Members provided by the Respondents, the whole being included in the Claims Administrator Expenses. Should the Claims Administrator receive a Bounce Back using the email addresses contained in the List of Group Members, no additional steps will be required from the Claims Administrator or the Parties to communicate with the Group Members concerned;
 - (b) within one hundred and twenty (120) Days following the Practice Change Date – and necessarily following the Judgment Authorizing the Class Action –, creation by the Claims Administrator of a dedicated website (as further set out in paragraph 47) containing an electronic version of the Transaction and Schedule “A” (English), Schedule “A” (French), Schedule “C” (English), and Schedule “C” (French) and any press releases published by the Plaintiff or Class Counsel in accordance with the conditions of the Transaction, the costs of which will be included in the Claims Administrator Expenses;
 - (c) within ninety (90) Days following the Practice Change Date – and necessarily following the Judgment Authorizing the Class Action –, creation by Class Counsel of a webpage on Class Counsel’s website (<https://lpclex.com/airbnb>) with the same materials, the costs of which shall be borne by Class Counsel;
 - (d) within ninety (90) Days following the Practice Change Date – and necessarily following the Judgment Authorizing the Class Action –, Class Counsel will post a link on its firm’s Facebook page to the webpage on Class Counsel’s website, with the following statement: “For information on a class action settlement with Airbnb, please visit: <https://www.lpclex.com/airbnb>”;
 - (e) posting, with the Transaction, on the Quebec Class Action Registry of the Court; and
 - (f) posting, with the Transaction, on the National Class Action Database of the Canadian Bar Association.
18. Between five (5) and ten (10) Days following the Judgment Authorizing the Class Action, the Plaintiff or Class Counsel may publish a press release and grant interviews in accordance with the conditions of the Transaction as provided for in Schedule “D” and Schedule “E” respectively and, unless agreed to the contrary and subject to this Transaction, no further press releases will be published thereafter by the Plaintiff or Class Counsel in connection with the filing of the Application to Authorize the Class Action for Settlement Purposes and for Approval of the Notice of Hearing to Approve the Transaction or the Judgment Authorizing the Class Action. The Plaintiff and Class Counsel undertake to give the Respondents, in accordance with paragraph 80 of the Transaction, forty-eight (48) hours’ notice in advance of the publication, dissemination or communication of the press release. Notice must be given between 8:30 a.m. and 1:00 p.m. PT on a business day. The Plaintiff and Class Counsel will not, in any interviews granted by them, make any statements that are not in line with the content of Schedule “D” and Schedule “E”.

19. Should the Court (i) refuse to grant the Application to Authorize the Class Action for Settlement Purposes Only and for Approval of the Notice of Hearing to Approve the Transaction, or (ii) refuse to authorize the publication of the Notice of Hearing to Approve the Transaction unless substantive changes to the terms and conditions of the Transaction are made, or (iii) make changes to the Notice of Hearing to Approve the Transaction that substantially increase costs, or (iv) require any other changes that have an impact on the implementation and execution of the Transaction, the Transaction will be null and void and will not give rise to any right or obligation in favour of or against the Parties.

VII. EXCLUSION FROM THE TRANSACTION

20. Group Members have the right to exclude themselves from the Transaction.
21. Exercise of the Right of Exclusion by a Member of the Group entails the loss of the right to benefit from the Transaction and the loss of the status of Group Member.
22. A Group Member wishing to exercise his or her Right of Exclusion must, before the expiry of the Exclusion Period, send, by registered or certified mail addressed to the clerk of the Superior Court of Quebec a written Request for Exclusion duly signed by the Group Member containing the following information:
- (a) The Court and Court docket number of the Class Action (C.S.M. 500-06-000884-177);
 - (b) The name and contact information of the Group Member who is exercising his or her Right of Exclusion;
 - (c) The Group Member's email address that is associated with his/her Account;
 - (d) The Request for Exclusion must be sent to the following address and received by the Court before the expiry of the Exclusion Period:

Greffes de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montreal, Quebec, H2Y 1B5

Reference:
Preisler-Banoon v. Airbnb Ireland UC et al.
C.S.M. no. 500-06-000884-177

With a copy to Class Counsel:

LPC Avocats
Me JOEY ZUKRAN
5800 boul. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5

23. Group Members who have not exercised the Right of Exclusion according to the Exclusion Procedure before the expiry of the Exclusion Period will be irrevocably deemed to have chosen to participate in the Transaction and will be bound by the terms of the Transaction following its approval by the Court and by all judgments or orders subsequently issued by the Court, if any.

24. Within ten (10) Days following the expiry of the Exclusion Period, Class Counsel shall inform Counsel for Respondents of any Group Member who has exercised his or her Right of Exclusion and provide a copy of all Requests for Exclusion received during the Exclusion Period.
25. If more than fifty (50) Group Members exercise their Right of Exclusion, Airbnb shall have, in its sole discretion, the option of declaring the Transaction null and void and it shall have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

VIII. PROCEDURE FOR APPROVAL OF THE TRANSACTION

26. After publication of the Notice of Hearing to Approve the Transaction, Class Counsel will file with the Court an Application for Approval of the Transaction and an Application for Approval of Class Counsel Fees for the purpose of proceeding to the Hearing to Approve the Transaction and to Approve Class Counsel Fees.
27. The Application for Approval of the Transaction and the Application for Approval of Class Counsel Fees will be served by Class Counsel on the *Fonds d'aide* in accordance with the provisions of the *Code of Civil Procedure*, the *Act respecting the Fonds d'aide aux actions collectives* and the *Regulation of the Superior Court in Civil Matters* in sufficient time before the Hearing to Approve the Transaction and to Approve Class Counsel Fees.
28. At the Hearing to Approve the Transaction and to Approve Class Counsel Fees, Class Counsel and Counsel for the Respondents will make joint representations before the Court to obtain the Judgment Approving the Transaction, the purpose of which is to approve the Transaction. For greater certainty, Counsel for the Respondents will not make any representations with respect to Class Counsel Fees.
29. The Hearing to Approve the Transaction will necessarily take place after the expiry of a period of thirty (30) Days following publication of the Notice of Hearing to Approve the Transaction (Schedule "A" (English) and Schedule "A" (French)).
30. Group Members who so wish may raise an Objection before the Court at the Hearing to Approve the Transaction. In this regard, Group Members who wish to raise an Objection are required to inform Class Counsel and Counsel for the Respondents in writing of the reasons for their Objection at least five (5) Days before the Hearing to Approve the Transaction, by communicating a document containing the following information:
 - (a) The Court and Court docket number of the Class Action;
 - (b) The name and contact information of the Group Member who is raising an Objection;
 - (c) An affirmation that the Group Member used the Airbnb Platform and made a Booking of an Accommodation during the Class Period;
 - (d) The Group Member's email address that is associated with his/her Account;
 - (e) A declaration that the Group Member made a Booking of an Accommodation while being physically located in Quebec;
 - (f) A brief description of the reasons for the Group Member's Objection;
 - (g) The Objection must be conveyed before the expiry of the Exclusion Period to the addresses mentioned in paragraph 80 of the Transaction; and

- (h) Group Members who wish to raise an Objection may use the Objection Form (Schedule "C" (French) – *Formulaire d'objection* and Schedule "C" (English) – *Objection Form*) to formulate their Objection, but are not bound to do so.
31. The Parties acknowledge that the Court may amend the wording and the terms for the dissemination and publication of the Notice of the Approval of the Transaction, which will not be grounds for nullity or termination of the Transaction, unless such amendments entail a substantive change to the terms and conditions of the Transaction.
 32. The Notice of Approval of the Transaction will indicate, in particular, the following:
 - (a) The fact that the Court has approved the Transaction; and
 - (b) The nature of the Transaction, the method of execution approved and the procedure to be followed by Credit Eligible Members to claim a Redeemable Credit.
 33. The Notice of Approval of the Transaction will be published and disseminated in the following manner:
 - (a) within ten (10) Days following the Effective Date, the Claims Administrator will send the Notice of Approval of the Transaction to all Credit Eligible Members to their last email address on file (using the List of Credit Eligible Members provided by the Respondents), in accordance with Schedule "B" (French) – *Avis d'Approbation de la Transaction* and Schedule "B" (English) – *Notice of Approval of the Settlement*. The Notice of Approval of the Transaction shall also include a hyperlink to the Claims Administrator's website and a clear message to Credit Eligible Members that they have thirty (30) days to click on the hyperlink to claim a benefit pursuant to this Transaction (an individual Claim);
 - (b) posting of the Notice of Approval of the Transaction on the Quebec Class Action Registry of the Court; and
 - (c) posting of the Notice of Approval of the Transaction on the Class Action Registry of the Canadian Bar Association.
 34. Within ten (10) Days following the Effective Date, the Plaintiff and Class Counsel may publish a press release and grant interviews announcing this judgment. The press release and responses to interview questions will substantially repeat, mutatis mutandis, the content of the draft press release in Schedule "D" (English) and Schedule "D" (French) and the Questions and Answers in Schedule "E" (English) and Schedule "E" (French) and, unless agreed to the contrary, no further press releases will be published thereafter by the Plaintiff and Class Counsel in connection with the Transaction. The Plaintiff and Class Counsel undertake to give the Respondents, in accordance with paragraph 80 of the Transaction, forty-eight (48) hours' notice in advance of the publication, dissemination or communication of the press release. Notice must be given between 8:30 a.m. and 1:00 p.m. PT on a business day. The Plaintiff and Class Counsel undertake, in any interviews granted by them, not to make any statements that are not in line with the content of Schedule "D" and Schedule "E".
 35. Notwithstanding Article 591 of the *Code of Civil Procedure*, the Notice of Hearing to Approve the Transaction and the Notice of Approval of the Transaction will be the only notices the Group Members will receive in regard to the Transaction, and no notice will be published or disseminated to the Group Members thereafter.
 36. Should the Court refuse to grant the Application for Approval of the Transaction or refuse to approve the Transaction in whole or in part, save and except with regards to a reduction of Class Counsel

Fees and/or a reduction or cancellation of the Plaintiff's indemnity, the Transaction will be null and void and will not give rise to any right or obligation in favour of or against the Parties.

IX. DISTRIBUTION TO CREDIT ELIGIBLE MEMBERS

37. Credit Eligible Members will be subject to an individual claims process. The Notice of Approval of the Transaction will provide the Credit Eligible Members with a hyperlink to click on if they wish to claim a Redeemable Credit (Schedule "B" (English) and Schedule "B" (French)). The online claims process to be determined by the Claims Administrator and agreed to by the Parties, shall allow the Claims Administrator to immediately identify each Credit Eligible Member who clicks on said hyperlink as a Credit Claimed Member. The Credit Eligible Members shall not be required to provide any further information or take any further action. Should the Claims Administrator receive a Bounce Back using the email addresses contained in the List of Credit Eligible Members, no additional steps will be required from the Claims Administrator or the Parties to communicate with the Credit Eligible Members concerned.
38. From the date of the Notice of Approval of the Transaction, Credit Eligible Members will have thirty (30) Days to click on the hyperlink to indicate that they wish to claim the Credit and be deemed a Credit Claimed Member. The Claims Administrator shall send one (1) reminder email with the Notice of Approval of the Transaction (Schedule "B") on the twentieth (20th) Day to Credit Eligible Members who have not yet made a Claim. All Claims by Credit Eligible Members must be submitted and received by the Claims Administrator by the Claims Deadline. The Claims Deadline shall be clearly set forth in the Notice of the Approval of the Transaction, the websites of the Claims Administrator and of Class Counsel. Credit Eligible Members who do not submit a Claim in a timely manner shall no longer be eligible to receive benefits pursuant to this Transaction but will be bound by the remaining terms. For greater certainty, the Members entitled to receive a Redeemable Credit pursuant to the Transaction are the Credit Claimed Members.
39. The Claims Administrator shall provide to Counsel for Respondents and Class Counsel, five (5) Days after the Claims Deadline, the List of Credit Claimed Members prepared using the List of Credit Eligible Members and the information collected through the automated process described above.
40. Within sixty (60) Days of Respondents receiving the List of Credit Claimed Members from the Claims Administrator, each Credit Claimed Member will have a Redeemable Credit applied to his or her Account, available to be redeemed automatically at the next check-out, of a value in Canadian Dollars equivalent to a *pro rata* share of the Gross Value of the Credits less a *pro rata* share of the Deductible Fees and Costs, as described in paragraph 9, at the Reparation Date (the "**Credit Value**"). In the event that a Credit Claimed Member used the Airbnb Platform to make multiple Bookings of Accommodations during the Class Period, he/she will still receive one (1) Redeemable Credit. The Credit Value to be used will be capped at a value of CAD \$45.00 with the remaining balance of the Gross Value of the Credits (the "**Leftover Funds**") to be paid, less the amount of the Fonds levy payable from the Leftover Funds, on a *cy près* basis, to an organization agreed to by the Parties and approved by the Court. Respondents will pay the Fonds levy pursuant to section 1(1°) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux action collectives*, C.Q.L.R., c. F-3.2.0.1.1, r.2. to the Fonds d'aide from the Leftover Funds under this paragraph, before paying the remainder of the Leftover Funds to any organization. The Fonds shall not be entitled to any other payment whatsoever under the terms of this Agreement. Should any other amounts be owed to the Fonds, this Transaction will become null and void and paragraph 3 of this Transaction will apply. For greater certainty, the Credit Value and the amount of Leftover Funds will be determined fifteen (15) Days after the Claims Deadline and once the List of Credit Claimed Members has been communicated by the Claims Administrator to Airbnb and Class Counsel.
41. The Redeemable Credits may be used on the Airbnb Platform, within 24 months from the date of issuance, for making Bookings of Accommodations in any location worldwide, after which period

the Redeemable Credit will expire. The Redeemable Credits are one-time use only (and any amount not used on the transaction is extinguished), non-transferable, non-cash convertible, non-refundable, and cannot be combined with any other offer, discount, credit or coupon. It is also understood that a Credit Claimed Member must *inter alia* agree to the most up-to-date version of the TOS in order to meet the criteria to make a Booking of an Accommodation offered on the Airbnb Platform.

X. CLAIMS ADMINISTRATION

42. The Parties agree that information provided by the Respondents shall be kept confidential, shall be used only for purposes of reviewing or administering the Transaction, and shall not be used for marketing or any other commercial purposes. Nothing herein shall be interpreted to mean that the Respondents are prohibited from marketing to Group Members who otherwise have "opted in" to receiving marketing and other commercial communications from the Respondents outside this Transaction.
43. The Claims Administrator will be required to (i) go through Airbnb's security review process for third party vendors, which includes completing a vendor intake form, and be approved by Airbnb, and (ii) sign Airbnb's standard Controller/Processor Data Privacy Addendum. The foregoing requirements are a condition *sine qua non* of the Claims Administrator acting in this matter. Should the foregoing conditions not be met, the Parties agree to replace the Claims Administrator by another who meets these requirements.
44. The Claims Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require. The Claims Administrator will administer the Notice program and Claims process, in accordance with the terms of the Transaction and Judgement Approving the Transaction. The Claims Administrator shall administer the terms of this Transaction by resolving Claims in a cost effective and timely manner.
45. The Claims Administrator shall maintain records of all Claims submitted. The Claims Administrator shall maintain all such records until 180 Days after the Claims Deadline, and such records will be made available upon request to the Parties' counsel. The Claims Administrator shall also provide such reports and such other information to the Court as it or the Parties may require.
46. The Claims Administrator will review and validate all Claims submitted by Credit Eligible Members and determine the validity of the Claims using the Lists.
47. The Claims Administrator shall cause a website to be created in both English and French containing all applicable deadlines; Schedules "A", "B", and "C", in both English and French; press releases published by the Plaintiff or Class Counsel in accordance with the conditions of the Transaction and Questions and Answers in both English and French; copies of the orders of the Court pertaining to the Transaction; a copy of this Transaction; addresses to contact the Claims Administrator by e-mail and postal mail. All content on the website must have been approved by the Parties. The cost of creating and maintaining this website is included in the Claims Administrator Expenses.
48. The Respondents will pay Claims Administrator CAD \$120,000.00 plus GST & QST, as full payment for the Claims Administrator's Expenses, within ten (10) Days of the Effective Date and necessarily following the publishing and dissemination of the Notice of Approval of the Transaction. For greater certainty, the Parties will not assume any responsibility for any shortfall, should the Claims Administrator Expenses exceed CAD \$120,000.00, plus GST & QST. Should the Transaction not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Transaction, no Claims Administrator Expenses shall be owed.

XI. NO REMAINING BALANCE AFTER IMPLEMENTATION

49. After the Transaction has been implemented and executed, there shall be no surplus amount remaining for remittance, reparation or compensation to any Group Members or any private or public third party and there shall be no benefit to Group Members, Class Counsel or Plaintiff other than the Redeemable Credits so deposited or issued, the payment of Class Counsel Fees and of Plaintiff's indemnity in accordance with the Transaction.
50. It is expressly agreed and understood by the Parties, and it constitutes for the Respondents a principal consideration for their consent to enter into the Transaction, that unused, unredeemed or unclaimed Redeemable Credits shall not constitute, nor may they under any circumstances give rise to, a remaining balance for any purpose, including for a claim for reparation or compensation by Members or for the payment of a charge, levy or tolls by any third party, including a charge, levy or tolls contemplated by any regulation. For greater certainty and without limitation, Respondents may terminate the Transaction pursuant to paragraph 68 in the event any court recognizes the existence of a remaining balance.

XII. FEES AND DISBURSEMENTS OF CLASS COUNSEL

51. The Class Counsel Fees are to be deducted from the Gross Value of the Credits.
52. The Respondents will pay to Class Counsel within ten (10) Days of the Effective Date, an amount equivalent to 25% of the Gross Value of the Credits made available to Credit Eligible Members, plus GST and QST, namely an amount of CAD \$750,000.00 plus GST and QST.
53. The Class Counsel Fees represent any and all claimable Class Counsel judicial fees and are inclusive of all extra-judicial fees, expert fees, costs and disbursements and are to be approved by the Court following the Hearing to Approve Class Counsel Fees. The Respondents shall pay the Class Counsel Fees by check or wire transfer; if the Class Counsel Fees are paid by wire transfer, Class Counsel will provide all necessary banking information to complete said wire transfer upon request.
54. In consideration of payment of the Class Counsel Fees, Class Counsel will not, directly or indirectly, claim from the Respondents or the Group Members any other fees, costs or disbursements of any kind or based on any source, nor will Class Counsel participate or be involved, directly or indirectly, in any class action arising in whole or in part from any of the facts or causes of action alleged in the Class Action or the Documents.
55. Class Counsel will file its Application for Approval of Class Counsel Fees upon receipt from the Claims Administrator of: (i) the List of Credit Claimed Members; and (ii) the value of each Redeemable Credit. At the Hearing to Approve Class Counsel Fees, Respondents will represent that they have agreed to pay Class Counsel Fees pursuant to this Transaction.

XIII. PLAINTIFF'S INDEMNITY

56. The Plaintiff's indemnity is to be deducted from the Gross Value of the Credits.
57. The Respondents will pay to the Plaintiff within ten (10) Days of the Effective Date, a lump-sum all-inclusive amount of CAD \$5,000.00.
58. The Plaintiff's indemnity is to be approved by the Court in the Judgment Approving the Transaction. The Respondents shall pay the Plaintiff's indemnity by check.
59. In consideration of payment of the Plaintiff's indemnity, the Plaintiff will not, directly or indirectly, claim from the Respondents or the Group Members, any other fees, costs or disbursements of any

kind or based on any source, nor will the Plaintiff participate or be involved, directly or indirectly, in any class action arising in whole or in part from any of the facts or causes of action alleged in the Class Action or the Documents.

XIV. RENDERING OF ACCOUNT

60. The Claims Administrator will render account of the implementation and execution of the Transaction within sixty (60) Days following the Reparation Date or payment of all Class Counsel Fees and Plaintiff's indemnity, whichever is later.
61. In this regard, the Claims Administrator will submit the following information to the Court, Counsel for Respondents and Class Counsel, in the form of one or more affidavits of one or more representatives of the Claims Administrator, attesting to the accuracy and truth of the facts set out therein:
- (a) The fact that the Notice of the Approval of the Transaction has been communicated to (i) Group Members excluding Credit Eligible Members; and (ii) Credit Eligible Members, in accordance with the terms and conditions set out in paragraph 33 of the Transaction;
 - (b) The number of Credit Eligible Members that claimed a reparation, in accordance with the terms and conditions of the Transaction;
 - (c) The total number of Redeemable Credits representing reparation to be remitted to the Credit Claimed Members on the Reparation Date and the value of each Redeemable Credit;
62. The Respondents will render account of the implementation and execution of the Transaction within seventy-five (75) Days following the Reparation Date or payment of all Class Counsel Fees and Plaintiff's indemnity, whichever is later.
63. In this regard, the Respondents will submit the following information to the Court and Class Counsel, in the form of one or more affidavits of one or more representatives of the Respondents, attesting to the accuracy and truth of the facts set out therein:
- (a) The fact that the distribution of the Redeemable Credits to Credit Claimed Members has been duly implemented and executed on the Reparation Date;
 - (b) The date of the remittance of the Class Counsel Fees in accordance with the terms and conditions set out in paragraphs 51 to 54 of the Transaction; and
 - (c) The date of the remittance of the Plaintiff's indemnity in accordance with the terms and conditions set out in paragraphs 56 to 59 of the Transaction.

XV. RELEASE AND DISCHARGE AND CONSIDERATION OF THE PLAINTIFF

64. Class Counsel and Plaintiff, in his own name and on behalf of the Group Members who have not exercised the Right of Exclusion, and on behalf of their agents, mandataries, representatives, heirs, successors and assigns, if any, under the Transaction hereby give a full, general, irrevocable and final release and discharge to the Respondents and Counsel for the Respondents, affiliates, related entities, subsidiaries, and their respective mandataries, agents, representatives, partners, insurers, shareholders, employees, officers, directors, professionals, successors and assigns, for any past, current or future claim or cause of action, of any kind whatsoever, that the Plaintiff and the Group Members had, have or may have, directly or indirectly, based on any of the facts or causes of action alleged in the proceedings relating to the Class Action, the supporting exhibits or the Documents,

including any claims arising out of the display of prices on the Airbnb Platform before the implementation of the Practice Change.

65. No provision of the Transaction will constitute or be deemed to constitute or be construed as constituting a waiver by the Respondents of any right or defence against any claim, suit or cause of action of a Group Member who has exercised the Right of Exclusion or a waiver by the Respondents of any right or defence in contesting the Class Action should the Transaction not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Transaction.
66. No provision of the Transaction will constitute or be deemed to constitute or be construed as constituting a waiver by the Plaintiff and the Group Members of any right, claim, suit or cause of action against the Respondents should the Transaction not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Transaction.
67. None of the obligations, of whatever kind, assumed by the Respondents and Counsel for the Respondents in executing the Transaction nor the consent of the Respondents to the Transaction taking place or to the Court issuing the Judgement Authorizing the Class action or the Judgment Approving the Transaction, shall constitute in any manner an admission of liability by the Respondents.

XVI. TERMINATION

68. In the event that:
- (a) the Court does not authorize the Class Action as a class proceeding for the purpose of settlement only;
 - (b) the Court declines to approve this Transaction or any material part hereof or approves this Transaction in a materially modified form;

this Transaction shall be terminated and, except as provided for in paragraph 70, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

69. In the event that:
- (a) the Judgment Approving the Transaction is appealed from; or
 - (b) a court recognizes the existence of a remaining balance;

Airbnb shall have, in its sole discretion, the option of declaring this Transaction null and void and, except as provided for in paragraph 70, it shall have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

70. If this Transaction is terminated:
- (a) no application to authorize the Class Action as a class proceeding on the basis of this Transaction shall proceed and the Parties shall return to their state prior to the execution of this Agreement;
 - (b) any and all orders authorizing the Class Action on the basis of this Transaction shall be set aside and declared null and void and of no force or effect, and all persons shall be estopped from asserting otherwise;

- (c) any prior authorization of the Class Action, including the definitions of the Group and the common issues alleged in the Class Action, shall be deemed null and of no effect and without prejudice to any position that any of the Parties may later take on any issue in these proceedings or any other litigation; and
- (d) within ten (10) Days of such termination having occurred, Class Counsel shall destroy all documents or other materials relating to the Transaction provided by the Respondents or containing or reflecting information derived from such documents or other materials received from the Respondents and, to the extent Class Counsel has disclosed any documents or information provided by the Respondents to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Respondents with a written confirmation of such destruction.

XVII. SCHEDULES

71. The following Schedules form an integral part of the Transaction and are incorporated therein as if they were recited at length therein:

- (a) **Schedule “A” (French):** Avis d'audience d'approbation de la Transaction;
- (b) **Schedule “A” (English):** Notice of Hearing to Approve the Transaction;
- (c) **Schedule “B” (French):** Avis d'Approbation de la Transaction pour: les Membres Éligibles (incluant l'hyperlien pour faire une Réclamation);
- (d) **Schedule “B” (English):** Notice of Approval of the Settlement for: the Credit Eligible Members (including the hyperlink to effect a Claim);
- (e) **Schedule “C” (French):** Formulaire d'objection;
- (f) **Schedule “C” (English):** Objection Form;
- (g) **Schedule “D” (French):** Communiqués de presse du Demandeur ou des Avocats du Demandeur;
- (h) **Schedule “D” (English):** Press Releases of the Plaintiff or of Class Counsel;
- (i) **Schedule “E” (French):** Questions et Réponses du Demandeur;
- (j) **Schedule “E” (English):** Questions and Answers of the Plaintiff;

XVIII. FINAL PROVISIONS

- 72. The Transaction and the Schedules hereto constitute the full and entire Transaction between the Parties.
- 73. The Transaction and the Schedules hereto supersede all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements and agreements in principle in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Transaction, unless expressly incorporated herein.
- 74. The Transaction constitutes the full and final settlement of any and all disputes between the Parties and the Group Members concerning the display of prices on the Airbnb Platform before the

implementation of the Practice Change including without limitation, the Class Action and constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Québec*.

75. The Transaction will not be considered to constitute any admission or acknowledgment by any of the Parties of the validity of any right, claim or defence.
76. The Court has exclusive jurisdiction regarding the implementation, execution, interpretation, management and application of the Transaction and its Schedules, and any litigation that may arise therefrom. The Transaction and its Schedules will be governed by and construed in accordance with the laws in force in the Province of Quebec and the Parties submit to the exclusive jurisdiction of the Superior Court of Quebec in this regard.
77. In the event of a discrepancy between the wording of the notices to Group Members and the Transaction, the wording of the Transaction will take precedence.
78. All costs associated with the implementation and execution of the Transaction that have not been specifically provided for by the Transaction, if any, will be borne by the party that has incurred them and their reimbursement may not be claimed from any other party.
79. The Parties have expressly agreed that this Transaction and documents ancillary thereto be drafted in the English language. Les Parties ont expressément convenu que la présente Transaction et les documents y afférents soient rédigés en langue anglaise.
80. Any communication to a party with respect to the implementation and execution of the Transaction will be in writing, by mail, fax, messenger or email and will be addressed as follows:

To the attention of Class Counsel:

Me Joey Zukran
LPC AVOCATS
5800 blvd. Cavendish, Suite 411
Côte St-Luc, Quebec H4W 2T5
Telephone: 514.379.1572 / Fax: 514.221.4441
Email: JZUKRAN@LPCLEX.COM

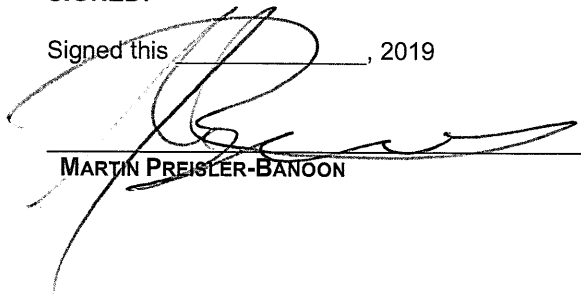
To the attention of the Respondents:

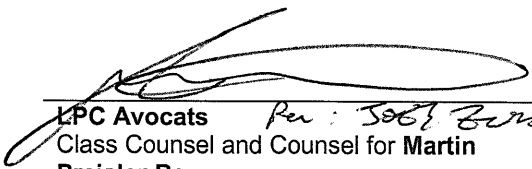
Me Yves Martineau
Me Jean-François Forget
STIKEMAN ELLIOTT S.E.N.C.R.L., S.R.L.
1155 Blvd. René-Lévesque West
41st Floor
Montreal, Quebec H3B 3V2
Telephone: 514.397.3380 / Fax: 514.397.3580
514.397.3072 / Fax: 514.397.3419
Email: ymartineau@stikeman.com
jfforget@stikeman.com

81. This Transaction may be signed in one or more counterparts, including via electronic signature, each of which will be deemed to be valid and binding, and that such separate counterparts shall constitute together one and the same instrument, and such counterparts may be transmitted in pdf format by electronic mail.

IN WITNESS WHEREOF, THE PLAINTIFF, MARTIN PREISLER-BANOON AND AIRBNB IRELAND UC, AIRBNB, INC. AND AIRBNB PAYMENTS UK LTD. AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:

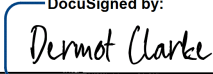
Signed this _____, 2019


MARTIN PREISLER-BANOON


LPC Avocats

Class Counsel and Counsel for Martin
Preisler-Banoon

DocuSigned by:


Dermot Clarke

AIRBNB IRELAND UC

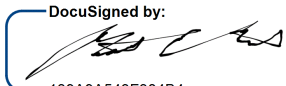
By:

Name: Dermot Clarke

Title: Director

Signed this _____, 2019

DocuSigned by:


139A9A543F384B4...

AIRBNB, INC.

By:

Name: Rob Chesnut

Title: General Counsel

Signed this _____, 2019

DocuSigned by:


3CE216115BE74E9

AIRBNB PAYMENTS UK LTD.

By:

Name: Divya Bhardwaj

Title: Director

Signed this _____, 2019

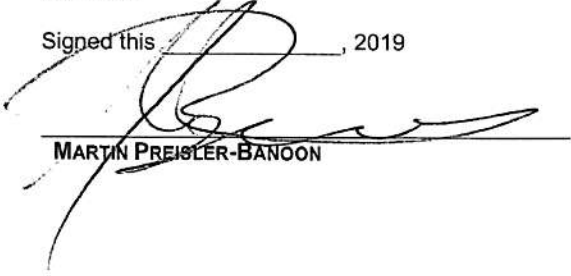
Signed this _____, 2019

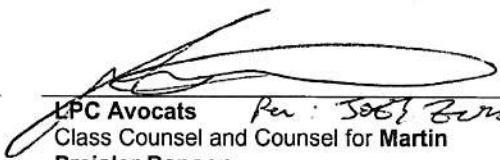
STIKEMAN ELLIOTT LLP

Counsel for Airbnb Ireland UC, Airbnb, Inc.
and Airbnb Payments UK Ltd.

IN WITNESS WHEREOF, THE PLAINTIFF, MARTIN PREISLER-BANOON AND AIRBNB IRELAND UC, AIRBNB, INC. AND AIRBNB PAYMENTS UK LTD. AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:

Signed this _____, 2019


MARTIN PREISLER-BANOON


LPC Avocats *Per: S. Banoon*
Class Counsel and Counsel for Martin
Preisler-Banoon

Signed this _____, 2019

AIRBNB IRELAND UC

By:

Name:

Title:

Signed this _____, 2019

AIRBNB, INC.

By:

Name:

Title:

Signed this _____, 2019

AIRBNB PAYMENTS UK LTD.

By:

Name:

Title:

Signed this September 13, 2019

Stikeman Elliott LLP

STIKEMAN ELLIOTT LLP

Counsel for Airbnb Ireland UC, Airbnb, Inc.
and Airbnb Payments UK Ltd.

[SCHEDULES (ENGLISH) TO TRANSACTION AGREEMENT]

LIST OF SCHEDULES

Schedule "A" (English): Notice of Hearing to Approve the Settlement;

Schedule "B" (English): Notice of Approval of the Settlement for: Credit Eligible Members (including the hyperlink to effect a Claim);

Schedule "C" (English): Objection Form;

Schedule "D" (English): Press Releases of the Plaintiff or of Class Counsel; and

Schedule "E" (English): Questions and Answers of the Plaintiff

Schedule "A"

C A N A D A

**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL**

**SUPERIOR COURT
(Class Action)**

No: 500-06-000884-177

MARTIN PREISLER-BANOON
Plaintiff
-vs-
AIRBNB IRELAND UC
and
AIRBNB, INC.
and
AIRBNB PAYMENTS UK LTD.
Respondents

TRANSACTION AGREEMENT

SCHEDULE "A" – NOTICE OF HEARING TO APPROVE THE SETTLEMENT

**Class Action Settlement Notice Regarding the Booking of Accommodations
on the Airbnb Platform by Quebec Residents**

Quebec Superior Court file number: 500-06-000884-177

We are contacting you in accordance with a Quebec Superior Court judgment dated September [x], 2019 (File No: 500-06-000884-177) authorizing a class action against Airbnb Ireland UC, Airbnb, Inc. and Airbnb Payments UK Ltd. ("**Airbnb**") for settlement purposes only and ordering that Airbnb contact class members by email.

A settlement (the "**Settlement**") has been reached, subject to approval of the Superior Court of Quebec, between Martin Preisler-Banoon (the "**Plaintiff**") and Airbnb in the context of a class action lawsuit commenced by the Plaintiff against Airbnb (the "**Class Action**").

This Settlement may affect your rights, whether you act or not. Please read this notice carefully.

BASIC INFORMATION

Why have I received this email?
--

You are receiving this email because you are a Quebec resident and during the class period (between August 22, 2014 and June 26, 2019), you booked an accommodation offered by a third-party host on Airbnb's online platform through its websites and/or mobile applications (the "**Airbnb Platform**"), for purposes other than business travel. Therefore, you could be eligible to receive benefits under the Settlement;

The purpose of this notice is to inform you that the Plaintiff and Airbnb have reached a Settlement putting an end to the Class Action. All concerned parties believe that the Settlement is the best solution to dispose fairly and equitably of the dispute; they will ask the Superior Court of Quebec to approve it.

The Superior Court of Quebec will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing, which will take place on **December 3, 2019 at 9:30 a.m. in room 1.156** of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

What was the purpose of the Class Action?

According to the Plaintiff, Airbnb allegedly contravened the *Consumer Protection Act*, CQLR, chapter P-40.1 by charging for the booking of an accommodation offered by a third-party host on the Airbnb Platform, a price above that displayed at the first stage of browsing on the Airbnb Platform (excluding the Quebec sales tax or the Goods and Services Tax).

These allegations have not been proven in Court and are contested by Airbnb, whose position is that they have complied at all times with all applicable legislation.

Who are the group members?

You are a group member if you meet all of the following conditions:

1. If you are a Quebec resident;
2. If, between August 22, 2014 and June 26, 2019, you booked on the Airbnb Platform an accommodation offered by a third-party host, at a price above that displayed at the first stage of browsing (excluding the Quebec sales tax or the Goods and Services Tax);
3. If that booking was not made in relation to the operation of a business;

SETTLEMENT SUMMARY

What does the Settlement provide for?

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, Airbnb agrees to:

1. Implement a business practice whereby the price advertised to a Quebec consumer on the Airbnb Platform (at the first step of browsing) for the booking of an accommodation offered by a third-party host, will represent a price including applicable service charges (all inclusive), excluding applicable taxes;
2. Remit to each group member eligible to receive reparation, a single redeemable credit of a **value of up to CAD \$45.00 each**, depending on the total number of approved claims (a "**Redeemable Credit**"). Redeemable Credits may be used to book an accommodation offered by a third-party host on the Airbnb Platform in any location worldwide. Redeemable Credits are one-time use only, non-transferable, non-refundable, non cash-convertible, and cannot be combined with any other offer, discount or coupon. In order to be able to redeem a Redeemable Credit, an eligible group member must accept the most recent version of Airbnb's Terms of Service and not be prohibited from using the Airbnb Platform (in accordance with the Terms of Service). Once issued, a Redeemable Credit expires after twenty-four (24) months.

In exchange, group members (i) acknowledge that the foregoing is in full and complete settlement of the claims of the group members; and (ii) agree to give up any claims they have against Airbnb arising from the display of prices on the Airbnb Platform before the practice change was implemented, including claims advanced in the Class Action.

Am I eligible to receive reparation?

If you are a group member and between August 22, 2014 and June 26, 2019 you made a booking on the Airbnb Platform, for purposes other than business travel, you are eligible to receive a Redeemable Credit. **Following the approval of the Settlement by the Superior Court of Quebec, as the case may be, you will receive a notice which will invite you to click on a hyperlink in order to claim a Redeemable Credit. You will have to click on the hyperlink so that the Redeemable Credit will automatically be issued to your Airbnb account.** After the Claims Administrator processes all of the claims, the Redeemable Credit will automatically be applied to a future accommodation booking you make on the Airbnb Platform within twenty-four (24) months of issuance.

OPTING OUT

If you do not wish to be bound by this Settlement for any reason whatsoever, you must take steps to exclude yourself from the group, which will result in your exclusion from the Settlement.

What happens if I exclude myself?

If you exclude yourself:

1. You will not receive any benefits under the Settlement;
2. You will not be bound by the Class Action and could exercise valid rights of action; and
3. You will not be able to object to this Settlement.

What happens if I do not exclude myself?

If you do **not** exclude yourself:

1. You are eligible to receive benefits under this Settlement;
2. You will be bound by the Class Action;
3. You will give up the right to take your own legal action against Airbnb; and
4. You will be able to object to the Settlement.

If you do not exclude yourself and the Settlement is approved, you give up the right to take legal action against Airbnb in respect of the display of a price of an accommodation offered by a third-party host, at the first stage of browsing on the Airbnb Platform, that is lower than the final price (excluding the Quebec sales tax or the Goods and Services Tax).

How can I exclude myself?

To exclude yourself, you must send to the clerk of the Superior Court of Quebec, a duly signed request for exclusion containing the following information:

1. The Court docket number of the Class Action: *Preisler-Banoon v. Airbnb*. C.S.M. 500-06-000884-177;
2. Your name and contact information;
3. Your email address associated with your Airbnb account; and
4. A declaration stating that you wish to exclude yourself from this class action.

The request for exclusion must be sent by registered or certified mail before **November 15, 2019** to the Court, with copy to Class Counsel, at the following addresses:

Grefe de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montreal, Quebec H2Y 1B5

Reference:
Preisler-Banoon v. Airbnb Ireland UC, Airbnb, Inc., Airbnb Payments UK Ltd.
Class Action – 500-06-000884-177

LPC Avocats
Me Joey Zukran
5800 boul. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5

OBJECTION TO THE SETTLEMENT

You can tell the Court that you do not agree with this Settlement.

How can I tell the Court that I do not agree with this Settlement?

To present your objection to the Court, you must appear at the hearing that will be held on **December 3, 2019 at 9:30 a.m. in room 1.156** of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

Do I need a lawyer in order to object to the Settlement?

No. You can object to the Settlement without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

If I object to the Settlement and it is approved, will I still be eligible for a Redeemable Credit?

Yes. If, despite your objection, the Settlement is still approved, you can still receive a Redeemable Credit if you are eligible.

FOR MORE INFORMATION

How can I obtain more information?

For more information and access to the text of the Settlement, the schedules and the various forms, please go to the following websites:

- Settlement website: •
- <https://lpclex.com/airbnb>

Who represents me?

You may contact Class Counsel for more information:

Me Joey Zukran
LPC Avocats
5800 boul. Cavendish, Suite 411

Montreal, Quebec, H4W 2T5
Tel: (514) 379-1572
Email: JZUKRAN@LPCLEX.COM

If approved, another notice (email) will be sent to you in accordance with the Settlement.

In case of discrepancies between this notice and the Settlement, the Settlement shall prevail.

The publication and dissemination of this notice has been approved by the Court.

Schedule "B"

C A N A D A

**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL**

**SUPERIOR COURT
(Class Action)**

No: 500-06-000884-177

MARTIN PREISLER-BANOON
Plaintiff
-vs-
AIRBNB IRELAND UC
and
AIRBNB, INC.
and
AIRBNB PAYMENTS UK LTD.
Respondents

TRANSACTION AGREEMENT

SCHEDULE "B" – NOTICE OF APPROVAL OF THE TRANSACTION FOR: CREDIT ELIGIBLE MEMBERS (hyperlink to make a Claim included below)

NOTICE OF APPROVAL OF A CLASS ACTION SETTLEMENT WITH AIRBNB – TO CLAIM YOUR BENEFIT YOU MUST CLICK THE LINK BELOW WITHIN 30 DAYS!

Quebec Superior Court file number: 500-06-000884-177

We are contacting you once again in accordance with a Quebec Superior Court judgment dated **December 14, 2019** (File No: 500-06-000884-177) which has approved the settlement of a class action against Airbnb Ireland UC, Airbnb, Inc. et Airbnb Payments UK Ltd ("**Airbnb**") and ordered that Airbnb contact group members by email. **We are pleased to inform you that it is now time to make your claim!**

CLAIMS PROCESS

How do I claim my compensation?

1. All you must do is click on the following link and Airbnb will issue the Redeemable Credit to your account:

• URL •
2. Your Claim will automatically be registered and will be associated with your Airbnb account.
3. By clicking on the hyperlink above, you confirm that:
 - (a) You are a Quebec resident;
 - (b) Between August 22, 2014 and June 26, 2019, you booked on Airbnb's online platform through its websites and/or mobile applications (the "Airbnb Platform") an accommodation offered by a third-party host at a price above that displayed at the first stage of browsing, excluding the Quebec sales tax or the Goods and Services Tax;

- (c) The booking was not made in relation to the operation of a business;
 - (d) You attest to the truth and accuracy of the information provided and acknowledge that knowingly submitting a false claim could be illegal and would be contrary to the Judgment Approving the Settlement.
4. Once submitted, your Claim will be validated and the Redeemable Credit will automatically be issued to your Airbnb account after the Claims Administrator processes the requests, and it will be automatically applied to a future accommodation booking.

How long do I have to make a Claim?
--

Act now! The Claims Deadline is . No Claims will be accepted and no Redeemable Credit will be issued for Claims received after the Claims Deadline. All you have to do is click here:  [URL](#) 

ADDITIONAL INFORMATION

A settlement ("**Settlement**") has been approved by the Court and if you made an online reservation between August 22, 2014 and June 26, 2019, for an accommodation offered by a third-party host on the Airbnb Platform, for purposes other than business travel, your rights are affected by a class action settlement and this notice.

A Settlement has been reached between Martin Preisler-Banoon (the "**Plaintiff**") and Airbnb in a class action commenced by the Plaintiff against Airbnb (the "**Class Action**"). The practice that is alleged to violate the *Consumer Protection Act*, CQLR, chapter P-40.1 is charging for the booking of an accommodation offered by a third-party host on the Airbnb Platform, a price above that displayed at the first stage of browsing on the Airbnb Platform (excluding the Quebec sales tax or the Goods and Services Tax).

The Class Action has been authorized and the Settlement has been approved by the Court. This puts an end to the Class Action.

You may no longer opt-out or object to the Settlement. You are automatically included, and this is the only remedy and the only relief you now have in relation to the Class Action. All other claims against Airbnb in relation to the Class Action are now captured by a full release and not permitted.

Please read this notice carefully.

Why have I received this email?
--

You are receiving this email because you are a Quebec resident and, you booked an accommodation offered by a third-party host on the Airbnb Platform during the class period, being between August 22, 2014 and June 26, 2019, for purposes other than business travel. Therefore, you are eligible to receive benefits under the Settlement.

The purpose of this notice is to inform you that the Plaintiff and Airbnb have reached a Settlement putting an end to the Class Action, that the Superior Court of Quebec has approved the Settlement and that you are eligible for compensation.

What was the purpose of the Class Action?
--

According to the Plaintiff, Airbnb allegedly contravened the *Consumer Protection Act*, CQLR, chapter P-40.1 by charging for the booking of an accommodation offered by a third-party host on the Airbnb Platform, a price above that displayed at the first stage of browsing on the Airbnb Platform, excluding the Quebec sales tax or the Goods and Services Tax.

These allegations were never proven in Court and Airbnb contests this claim; its position is that it has complied at all times with all applicable legislation.

SETTLEMENT SUMMARY

What does the Settlement provide for?

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, the Respondents agree to:

1. Implement a business practice whereby the price advertised to a Quebec consumer on the Airbnb Platform (at the first step of browsing) for the booking of an accommodation offered by a third-party host, will represent a price including applicable service charges (all inclusive), excluding applicable taxes;
2. Remit to each group member eligible to receive reparation, a single redeemable credit of a **value of up to CAD \$45.00 each**, depending on the total number of approved claims (a "Redeemable Credit"). Redeemable Credits may be used to book an accommodation offered by a third-party host on the Airbnb Platform in any location worldwide. Redeemable Credits are one-time use only, non-transferable, non-refundable, non cash-convertible, and cannot be combined with any other offer, discount or coupon. In order to be able to redeem a Redeemable Credit, an eligible group member must accept the most recent version of Airbnb's Terms of Service and not be prohibited from using the Airbnb Platform (in accordance with the Terms of Service). Once issued, a Redeemable Credit expires after twenty-four (24) months.

In exchange, group members (i) acknowledge that the foregoing is in full and complete settlement of the claims of the group members; and (ii) agree to give up any claims they have against the Respondents arising from the display of prices on the Airbnb Platform before the practice change was implemented, including claims advanced in the Class Action.

Am I eligible to receive reparation?

You are eligible to receive compensation if you meet all of the following conditions:

1. If you are a Quebec resident;
2. If, between August 22, 2014 and June 26, 2019, you booked on the Airbnb Platform an accommodation offered by a third-party host, at a price above that displayed at the first stage of browsing (excluding the Quebec sales tax or the Goods and Services Tax);
3. If that booking was not made in relation to the operation of a business;

If you meet all of these conditions, you are automatically eligible to receive one Redeemable Credit if you successfully follow the claims process as described above.

FOR MORE INFORMATION

How can I obtain more information?

For more information and access to the text of the settlement, the schedules and the various forms, please go to the following website:

- Settlement website: ●

- Class Counsel: <https://lpclex.com/airbnb>

You may also contact Class Counsel for more information:

LPC Avocats

Me Joey Zukran

5800 boul. Cavendish, Suite 411

Montreal, Quebec, H4W 2T5

Tel: (514) 379-1572

Email: JZUKRAN@LPCLEX.COM

THERE WILL BE NO FURTHER NOTICE IN RELATION TO THIS CLASS ACTION SETTLEMENT.

In case of discrepancies between this notice and the Settlement, the Settlement shall prevail.

The publication and dissemination of this notice has been approved by the Court.

Schedule "C"

C A N A D A

**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL**

**SUPERIOR COURT
(Class Action)**

No: 500-06-000884-177

MARTIN PREISLER-BANOON
Plaintiff
-vs-
AIRBNB IRELAND UC
and
AIRBNB, INC.
and
AIRBNB PAYMENTS UK LTD.
Respondents

TRANSACTION AGREEMENT

SCHEDULE "C" – OBJECTION FORM

Martin Preisler-Banoon v. Airbnb inc. et Al.**Superior Court of Quebec no. 500-06-000884-177****OBJECTION FORM**

Please use this form only if you object to the Court approving this Transaction or if you wish to make representations regarding the Settlement. Do not use this form if you wish to exclude yourself from the group covered by the class action.

IDENTIFICATION

Family name: _____ First name: _____

Home address: _____

Email address: _____

Phone number: _____

ACCOUNT INFORMATION

Account Email: _____

DO YOU AFFIRM THAT:

- You used the Airbnb Platform to make a booking of an accommodation between August 22, 2014 and June 26, 2019?
- You made such a booking while being physically located in Quebec?
- You made such a book for purposes other than business travel?

REASONS FOR OBJECTING OR REPRESENTATIONS WITH RESPECT TO THE SETTLEMENT

[Please attach an additional page if the space above is insufficient.]

Signature: _____ Date: _____

Please send your duly completed form to any of the following addresses by November 28, 2019 at the latest:

LPC AVOCATS

Me Joey Zukran
5800 blvd. Cavendish, Suite 411
Côte St-Luc (Québec) H4W 2T5
Telephone: 514 379-1572

Fax: 514 221-4441 jzukran@lpclex.com	
STIKEMAN ELLIOTT S.E.N.C.R.L., S.R.L. Me Yves Martineau Me Jean-François Forget 1155 Blvd. René-Lévesque West 41st Floor Montreal, Quebec H3B 3V2 Telephone: 514 397-3380 / 514-397-3072 Fax: 514 397-3580 ymartineau@stikeman.com jfforget@stikeman.com	

Schedule "D"

C A N A D A

**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL**

**SUPERIOR COURT
(Class Action)**

No: 500-06-000884-177

MARTIN PREISLER-BANOON
Plaintiff
-vs-
AIRBNB IRELAND UC
and
AIRBNB, INC.
and
AIRBNB PAYMENTS UK LTD.
Respondents

TRANSACTION AGREEMENT

SCHEDULE "D" – PRESS RELEASES OF THE PLAINTIFF OR CLASS COUNSEL

***** Following the Judgment Authorizing the Class Action for Settlement Purposes *****

Class Action Regarding the Booking of Accommodations on the Airbnb Platform by Quebec Residents

Montreal, • 2019 – Martin Preisler-Banoon (the "**Representative Plaintiff**") has reached an agreement in principle with Airbnb Ireland UC, Airbnb, Inc. and Airbnb Payments UK Ltd ("**Airbnb**") in the class action regarding the booking of accommodations on Airbnb's on-line platform by Quebec residents.

As part of this agreement in principle, Airbnb agreed to implement a business practice in the province of Quebec to modify how prices are displayed to consumers on Airbnb's platform such that all service fees will be included at the first step of browsing for an accommodation offered on the Airbnb platform.

Airbnb has also agreed to issue a redeemable credit of a value of up to CAD \$45.00 each depending on the total number of approved claims, to Quebec consumers that booked an accommodation on the Airbnb platform, for purposes other than business travel, between August 22, 2014 and the implementation date of the business practice described above (June 26, 2019). Details about how to claim the redeemable credit will be provided to eligible class members via email.

This agreement must be approved by the Superior Court of Quebec at a hearing which will be held at the Montreal Courthouse on December 3, 2019 at 9:30a.m. in room 1.156.

Review of the claims

On August 22, 2017, the Plaintiff commenced a class action in the Superior Court of Quebec against Airbnb. The Plaintiff claims that Airbnb allegedly violated the *Consumer Protection Act* by charging for the booking of an accommodation offered by a third-party host on the Airbnb platform, a price above that displayed at the first stage of browsing on the Airbnb platform, excluding the Quebec sales tax or the Goods and Services Tax.

Airbnb denies any wrongdoing.

The members affected by the agreement in principle

This agreement in principle was reached for Quebec residents who booked accommodations on the Airbnb platforms, for purposes other than business, between August 22, 2014 and the implementation date of the business practice described above.

How to obtain the compensation

In order to receive the compensation to which they are entitled, the members affected by this agreement must simply follow the claims procedure before the date indicated (all they have to do is click on the hyperlink in the email that will be sent to them by the Claims Administrator).

The Plaintiff is represented by the firm LPC Avocats, who can be reached at:

Me Joey Zukran
LPC Avocats
5800 boul. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5
Tel: (514) 379-1572
Email: JZUKRAN@LPCLEX.COM

For more information on the development of the matter over the coming months, consumers may consult the following websites:

- Settlement website: •
- Class Counsel: [HTTPS://WWW.LPCLEX.COM/AIRBNB](https://www.lpclex.com/airbnb)

***** Following the Approval Judgment*****

Class Action Regarding the Booking of Accommodations on the Airbnb Platform by Quebec Residents

Montreal, • 2019 – Martin Preisler-Banoon (the “**Plaintiff**”) reached an agreement with Airbnb Ireland UC, Airbnb, Inc. and Airbnb Payments UK Ltd (“**Airbnb**”) in the class action regarding the booking of accommodations on Airbnb’s on-line platform by Quebec residents (the “**Settlement**”).

The Settlement the parties entered into has now been approved by the Superior Court of Quebec.

The Settlement provides that Airbnb will implement a business practice in the province of Quebec whereby the price advertised to a consumer on the Airbnb platform (at the first step of browsing) for the booking of an accommodation offered by a third-party host, will represent a price including applicable service charges (all inclusive), excluding applicable taxes.

Airbnb will also remit to each class member eligible to receive a redeemable credit, him/her having booked, between August 22, 2014 and June 26, 2019, for a purpose other than business travel, an accommodation on Airbnb’s platform, a single, one-time use only, non-transferable, non-refundable and non cash-convertible redeemable credit of a value of up to CAD \$45.00 each, depending on the total number of approved claims.

Review of the claims

On August 22, 2017, the Plaintiff commenced a class action in the Superior Court of Quebec against Airbnb. The Plaintiff alleged that Airbnb violated the *Consumer Protection Act* by charging for the booking of an accommodation offered by a third-party host on the Airbnb platform, a price above that displayed at the first stage of browsing on the Airbnb platform, excluding the Quebec sales tax or the Goods and Services Tax.

Airbnb denies any wrongdoing.

Members affected by the Settlement

Subject to the more detailed conditions in the Settlement approved by the Superior Court of Quebec and available at [\[link\]](#), this Settlement was reached for all Quebec residents who made a booking on the Airbnb platform, for purposes other than business travel, between August 22, 2014 and June 26, 2019.

How to obtain the compensation

In order to receive the compensation to which they are entitled, the members affected by this Settlement must simply follow the claims procedure before the date indicated (all they have to do is click on the hyperlink in the email that will be sent to them by the Claims Administrator).

The Plaintiff is represented by the firm LPC Avocats, who can be reached at:

Me Joey Zukran
LPC Avocats
5800 boul. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5
Tel: (514) 379-1572
Email: JZUKRAN@LPCLEX.COM

For more information on the development of the matter over the coming months, consumers may consult the following websites:

- 22 -

- Settlement website: •
- Class Counsel: <HTTPS://WWW.LPCLEX.COM/AIRBNB>

-30-

Schedule "E"

C A N A D A**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL****SUPERIOR COURT
(Class Action)****No: 500-06-000884-177**

MARTIN PREISLER-BANOON
Plaintiff
-vs-
AIRBNB IRELAND UC
and
AIRBNB, INC.
and
AIRBNB PAYMENTS UK LTD.
Respondents

TRANSACTION AGREEMENT**SCHEDULE "E" - QUESTIONS AND ANSWERS OF THE PLAINTIFF, CLASS COUNSEL
OR THE CLAIMS ADMINISTRATOR**

Why was a notice sent to me by email?

A Quebec Superior Court judgment dated September [x], 2019 (File No: 500-06-000884-177) authorized a class action against Airbnb Ireland UC, Airbnb, Inc. and Airbnb Payments UK Ltd. ("**Airbnb**") for settlement purposes only and ordered that Airbnb contact class members by email. The Court appointed Velvet Payments as the Claims Administrator for the class action and to send you the notice by email.

The purpose of the notice is to inform you that a settlement (the "**Settlement**") has been reached, subject to approval of the Superior Court of Quebec, between Martin Preisler-Banoon (the "**Plaintiff**") and Airbnb in the context of a class action lawsuit commenced by the Plaintiff against Airbnb (the "**Class Action**").

Who are the group members covered by this Settlement?

You are a group member of this Class Action and included in the Settlement if you meet all of the following conditions:

1. You are a Quebec resident;
2. between August 22, 2014 and June 26, 2019, you booked an accommodation offered by a third-party host on Airbnb's platform through its websites and/or mobile applications (the "**Airbnb Platform**") at a price above that displayed at the first stage of browsing, excluding the Quebec sales tax or the Goods and Services Tax;
3. that booking was not made in relation to the operation of a business; and
4. that booking was made while you were physically located in the province of Quebec.

What does the Settlement provide for?

Without any admission of liability, and for the purpose of avoiding a trial and the additional costs and expenses related thereto, Airbnb has agreed to:

1. Implement a business practice whereby the price advertised to a Quebec consumer on the Airbnb Platform (at the first step of browsing) for the booking of an accommodation offered by a third-party host, will represent a price including applicable service charges (all inclusive), excluding applicable taxes; and
2. Remit to each eligible member, him/her having booked an accommodation on the Airbnb Platform between August 22, 2014 and June 26, 2019, a single redeemable credit of a value of up to CAD \$45.00 each, depending on the total number of approved claims ("Redeemable Credit"). Redeemable Credits may be used to book an accommodation offered by a third-party host on the Airbnb Platform in any location worldwide. Redeemable Credits are one-time use only, non-transferable, non-refundable, non cash-convertible, and cannot be combined with any other offer, discount or coupon.

In exchange, group members agree to give up any claims they have against Airbnb arising from the display of prices on the Airbnb Platform before the practice change was implemented, including claims advanced in the Class Action.

Does the Settlement have to be approved by the Court?

Yes. The Superior Court of Quebec will hold a hearing to decide whether to approve the Settlement on December 3, 2019 at 9:30a.m. in room 1.156 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

Is the Plaintiff satisfied with the Settlement?

Yes. The Plaintiff and Class Counsel feel that the settlement is fair and reasonable and that it is in the interest of the members of the group. They will request that the Superior Court of Quebec approve it.

Who is eligible to receive a Redeemable Credit?

If you are a group member, you are automatically eligible to receive the Redeemable Credit if you made your booking on the Airbnb Platform between August 22, 2014 and June 26, 2019, for purposes other than business travel.

What actions must be taken to receive a Redeemable Credit?

If you are a group member eligible to receive a Redeemable Credit, you will receive an email outlining how you must submit a claim online in accordance with the claim process. **The claims process is simple!** All you have to do is look out for that email from Velvet Payments and click on the hyperlink included in that email.

When will the Redeemable Credit be issued?

Redeemable Credits will be issued to your Airbnb account within 65 days from the end of the period within which eligible group members have the ability to claim a Redeemable Credit.

Do I have to pay any legal fees?

No, all of the financial risks for taking on this class action were absorbed by Class Counsel and individual class members are not responsible to pay lawyer fees nor are they liable to pay any costs if the class action is not successful. As part of the Settlement, Airbnb has agreed to pay class counsel's judicial and extrajudicial fees, which must be approved by the Court, that must be satisfied that these fees are fair and reasonable in the circumstances.

What was the purpose of this class action?

On August 22, 2017, the Plaintiff commenced a class action lawsuit in the Superior Court of Quebec against Airbnb. The Plaintiff alleged that Airbnb violated the *Consumer Protection Act* by charging for the booking of an accommodation offered by a third-party host on the Airbnb Platform, a price above that displayed at the first stage of browsing on the Airbnb Platform, excluding the Quebec sales tax or the Goods and Services Tax.

These allegations were never proven in Court and Airbnb contests this claim; its position is that it has complied at all times with all applicable legislation.

LISTE DES ANNEXES

ANNEXE « A » – AVIS D'AUDIENCE D'APPROBATION DU RÈGLEMENT;

ANNEXE « B » – AVIS D'APPROBATION DU RÈGLEMENT POUR : LES MEMBRES DU GROUPE ÉLIGIBLES AU CRÉDIT;

ANNEXE « C » – FORMULAIRE D'OBJECTION;

ANNEXE « D » – COMMUNIQUÉS DE PRESSE DU DEMANDEUR OU DE SES AVOCATS; ET

ANNEXE « E » – QUESTIONS ET RÉPONSES DU DEMANDEUR, AVOCATS DU GROUPE OU DE L'ADMINISTRATEUR DES RÉCLAMATIONS.

ANNEXE « A »

C A N A D A

**PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL**

**COUR SUPÉRIEURE
(Action collective)**

No : 500-06-000884-177

MARTIN PREISLER-BANOON
Demandeur
-c.-
AIRBNB IRELAND UC
et
AIRBNB INC.
et
AIRBNB PAYMENTS UK LTD.
Défenderesses

CONVENTION DE TRANSACTION

ANNEXE « A » – AVIS D'AUDIENCE D'APPROBATION DU RÈGLEMENT

Avis de règlement d'une action collective concernant la réservation en ligne d'un séjour dans une propriété offerte en location par un hôte sur la plateforme Airbnb par des résidents du Québec

Dossier de la Cour supérieure numéro: 500-06-000884-177

Nous vous contactons suite à un jugement rendu par la Cour supérieure du Québec le **12** septembre 2019 (dossier no. 500-06-000884-177) autorisant une action collective contre Airbnb Ireland UC, Airbnb Inc. et Airbnb Payments UK Ltd (« **Airbnb** ») pour des fins de règlement seulement et ordonnant à Airbnb de contacter les membres du groupe par courriel.

Un règlement (« **Règlement** ») est intervenu, sous réserve de son approbation par la Cour supérieure du Québec, entre Martin Preisler-Banoon (le « **Demandeur** ») et Airbnb dans le cadre d'une action collective intentée par le Demandeur contre Airbnb (l'« **Action collective** »).

Ce Règlement peut avoir des conséquences sur vos droits, que vous agissiez ou non. Veuillez lire le présent avis attentivement.

RENSEIGNEMENTS DE BASE

Pourquoi ai-je reçu ce courriel?

Vous recevez ce courriel parce que vous êtes un résident du Québec et qu'au cours de la période visée par l'Action collective (entre le 22 août 2014 et le 26 juin 2019) vous avez fait la réservation d'un séjour dans une propriété offerte en location par un hôte sur la plateforme en ligne Airbnb par l'intermédiaire de ses sites Web et/ou de ses applications mobiles (la « **Plateforme Airbnb** »), pour des fins autres que d'affaires. Par conséquent, vous pourriez être admissible à recevoir une indemnité aux termes du Règlement.

L'objet du présent avis est de vous informer que le Demandeur et Airbnb ont conclu un Règlement qui met fin à l'Action collective. Toutes les parties concernées estiment que le Règlement représente la

meilleure solution pour régler le conflit d'une manière juste et équitable et demanderont à la Cour supérieure du Québec de l'approuver.

La Cour supérieure du Québec tiendra une audience pour décider si elle doit approuver le Règlement. Vous pouvez assister à l'audience qui aura lieu le **3 décembre 2019 à 9 h 30 à la salle 1.156** du Palais de justice de Montréal, situé au 1, rue Notre-Dame Est à Montréal.

Quel était l'objet de cette Action collective?

Selon le Demandeur, Airbnb aurait contrevenu à la *Loi sur la protection du consommateur*, R.L.R.Q., chapitre P-40.1 en chargeant, lors de la réservation d'un séjour dans une propriété offerte en location par un hôte sur la Plateforme Airbnb, un prix supérieur à celui annoncé sur cette même plateforme à une première étape de navigation, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services.

Ces allégations n'ont pas été prouvées au Tribunal et sont contestées par Airbnb, qui prétend avoir en tout temps respecté toutes les lois applicables.

Qui sont les Membres du groupe?

Vous êtes Membre du groupe si vous respectez toutes les conditions suivantes :

1. Si vous êtes un résident québécois;
2. Si, entre le 22 août 2014 et le 26 juin 2019, vous avez réservé un séjour dans une propriété offerte en location par un hôte sur la Plateforme Airbnb à un prix supérieur à celui annoncé sur cette même plateforme à une première étape de navigation, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services; et
3. Si cette réservation n'a pas été effectuée dans le cadre de l'exploitation d'une entreprise.

RÉSUMÉ DU RÈGLEMENT

Qu'est-ce que le Règlement prévoit?

Sans aveu de responsabilité, dans le but d'éviter un procès et les frais et débours additionnels reliés à la tenue d'un procès, Airbnb accepte de :

1. mettre en œuvre une pratique commerciale selon laquelle le prix annoncé à un consommateur québécois sur la Plateforme Airbnb (à la première étape de la navigation) pour la réservation d'un séjour offert par un hôte, représentera un prix incluant les frais de service applicables (tout compris), taxes applicables exclues;
2. remettre à chaque membre du groupe admissible un crédit échangeable unique **d'une valeur maximale de 45,00\$ CA chacun**, selon le nombre total de réclamations approuvées (un « **Crédit Échangeable** »). Les Crédits Échangeables peuvent être utilisés pour réserver une propriété offerte en location par un hôte sur la Plateforme Airbnb, dans le monde entier. Les Crédits Échangeables sont à usage unique, non transférables, non remboursables, non monnayables et ne peuvent être combinés à aucune autre offre, rabais ou coupon. Afin de pouvoir échanger un Crédit Échangeable, un membre du groupe éligible doit accepter la version la plus récente des Conditions d'utilisation d'Airbnb et ne pas être interdit d'utiliser la Plateforme Airbnb (conformément aux Conditions d'utilisation). Une fois émis, un Crédit Échangeable expire après vingt-quatre (24) mois.

En échange, les membres du groupe (i) reconnaissent que ce qui précède constitue un règlement complet des réclamations des membres du groupe; et (ii) acceptent de renoncer à toute réclamation contre Airbnb découlant de l'affichage des prix sur la Plateforme Airbnb avant que le changement de pratique ne soit mis en œuvre, y compris les causes d'action présentées dans le recours collectif.

Suis-je admissible à recevoir une indemnité?

Si vous êtes membre du groupe et que vous avez effectué votre réservation sur la Plateforme Airbnb entre le 22 août 2014 et le 26 juin 2019, pour des fins autres que d'affaires, vous êtes admissible à recevoir un Crédit Échangeable. **Vous recevrez un avis suivant l'approbation du Règlement par la Cour supérieure du Québec, le cas échéant, qui vous invitera à cliquer sur un hyperlien afin de réclamer un Crédit Échangeable. Vous devrez cliquer sur cet hyperlien afin que le Crédit Échangeable soit appliqué automatiquement à votre compte Airbnb.** Une fois que l'Administrateur des réclamations aura complété le processus de réclamation, le Crédit Échangeable sera automatiquement appliqué à la prochaine réservation de séjour que vous ferez sur la Plateforme Airbnb dans les vingt-quatre (24) mois de son émission.

S'EXCLURE

Si vous ne désirez pas être lié par ce Règlement pour quelque raison que ce soit, vous devez prendre des mesures pour vous exclure du groupe, ce qui entraînera votre exclusion du Règlement.

Qu'est-ce qui arrive si je m'exclus?

Si vous vous excluez :

1. Vous ne recevrez aucune indemnité dans le cadre du Règlement;
2. Vous ne serez pas lié par l'Action collective et pourriez exercer un droit d'action valide; et
3. Vous ne pourrez pas vous objecter à ce Règlement.

Qu'est-ce qui arrive si je ne m'exclus pas?

Si vous ne vous excluez **pas** :

1. Vous êtes admissible à recevoir une indemnité dans le cadre du Règlement;
2. Vous serez lié par l'Action collective;
3. Vous renoncerez au droit d'intenter votre propre poursuite contre Airbnb; et
4. Vous pourrez vous objecter au Règlement.

Si vous ne vous excluez pas et que le Règlement est approuvé, vous renoncez à intenter une action en justice contre Airbnb relativement à l'affichage du prix d'un séjour offert par un hôte sur la Plateforme Airbnb (lors de la première étape de navigation) qui est inférieur au prix final, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services.

Comment puis-je m'exclure?

Pour vous exclure, vous devez transmettre au greffier de la Cour supérieure du Québec une demande d'exclusion dûment signée qui contient les renseignements suivants :

1. Le numéro de dossier de l'Action collective : *Preisler-Banoon c. Airbnb*. C.S.M. 500-06-000884-177;
2. Votre nom et vos coordonnées;
3. L'adresse courriel associée à votre compte Airbnb; et
4. Une déclaration à l'effet que vous souhaitez vous exclure de l'Action collective.

La demande d'exclusion doit être transmise par courrier recommandé ou certifié avant le **15 novembre 2019** au Tribunal, avec une copie aux Avocats du groupe, aux adresses suivantes :

Greffes de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1, rue Notre-Dame Est
Salle 1.120
Montréal (Québec) H2Y 1B5

Référence :

Preisler-Banoon v. Airbnb Ireland UC, Airbnb Inc., Airbnb Payments UK Ltd.
Action Collective – 500-06-000884-177

LPC Avocats
Me Joey Zukran
5800, boul. Cavendish, bureau 411
Montréal (Québec) H4W 2T5

OBJECTION AU RÈGLEMENT

Vous pouvez dire au Tribunal que vous n'êtes pas d'accord avec ce Règlement

Comment puis-je dire au Tribunal que je ne suis pas d'accord avec ce Règlement?

Pour présenter votre objection au tribunal, vous devrez vous présenter à l'audience qui aura lieu le **3 décembre 2019 à 9 h 30 à la salle 1.156** du Palais de justice de Montréal, situé au 1, rue Notre-Dame Est à Montréal.

Ai-je besoin d'un avocat pour m'objecter au Règlement?

Non. Vous pouvez vous objecter au Règlement sans faire appel à un avocat. Si vous souhaitez être représenté par un avocat, vous pouvez en retenir un à vos frais.

Si je m'objecte au Règlement et qu'il est approuvé, serai-je encore admissible à un Crédit Échangeable?

Oui. Si malgré votre opposition le Règlement est tout de même approuvé, vous pourrez encore obtenir un Crédit Échangeable si vous y êtes admissible.

POUR OBTENIR DE PLUS AMPLES RENSEIGNEMENTS

Comment puis-je obtenir de plus amples renseignements?

Pour obtenir de plus amples renseignements et pour avoir accès au texte du Règlement, aux annexes et aux différents formulaires, veuillez visiter les sites Web suivants :

- Site Web dédié au Règlement : ●
- <http://lpclex.com/airbnb>

Qui me représente?

Vous pouvez également communiquer avec les Avocats du groupe :

Me Joey Zukran

LPC Avocats

5800 boul. Cavendish, Bureau 411

Montreal, Quebec, H4W 2T5

Tel: (514) 379-1572

Courriel: JZUKRAN@LPCLEX.COM

Si le Règlement est approuvé, un autre avis (par courriel) sera diffusé conformément au Règlement.

En cas de divergence entre le présent avis et le Règlement, c'est le Règlement qui prévaut.

La publication et la diffusion du présent avis ont été approuvées par le Tribunal.

ANNEXE « B »

C A N A D A

**PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL**

**COUR SUPÉRIEURE
(Action collective)**

No : 500-06-000884-177

MARTIN PREISLER-BANOON
Demandeur
-c.-
AIRBNB IRELAND UC
et
AIRBNB INC.
et
AIRBNB PAYMENTS UK LTD.
Défenderesses

CONVENTION DE TRANSACTION

ANNEXE « B » – AVIS D'APPROBATION DE LA CONVENTION DE TRANSACTION POUR : LES MEMBRES DU GROUPE ÉLIGIBLES AU CRÉDIT (L'hyperlien afin d'obtenir une réclamation est inclus ci-dessous)

AVIS D'APPROBATION DU RÈGLEMENT D'UNE ACTION COLLECTIVE AVEC AIRBNB – POUR RÉCLAMER VOTRE INDEMNITÉ VOUS DEVEZ CLIQUER SUR L'HYPERLIEN CI-DESSOUS DANS LES PROCHAINS 30 JOURS!

Dossier de la Cour supérieure du Québec numéro: 500-06-000884-177

Nous vous contactons suite à un jugement rendu par la Cour supérieure du Québec le [x] décembre 2019 (dossier no. 500-06-000884-177) approuvant le règlement d'une action collective contre Airbnb Ireland UC, Airbnb Inc. et Airbnb Payments UK Ltd (« **Airbnb** ») et ordonnant qu'Airbnb contacte les membres du groupe par courriel. **Il nous fait plaisir de vous informer qu'il est à présent temps de procéder à votre réclamation (« Réclamation »)!**

PROCÉDURE DE RÉCLAMATION

En quoi consiste la procédure de réclamation?

1. Vous devez tout simplement cliquer sur le lien suivant et Airbnb se chargera s'appliquer le Crédit Échangeable à votre compte:

• [URL](#) •

2. Votre Réclamation sera enregistrée automatiquement et associée à votre compte sur la Plateforme Airbnb.
3. En cliquant sur l'hyperlien ci-dessus, vous faites les déclarations suivantes :
 - (a) Vous êtes un résident du Québec;

- (b) Entre le 22 août 2014 et le 26 juin 2019, vous avez réservé un séjour dans une propriété offerte en location par un hôte sur la plateforme en ligne Airbnb par l'intermédiaire de ses sites Web et/ou de ses applications mobiles (la « **Plateforme Airbnb** ») à un prix supérieur à celui annoncé sur cette même plateforme à une première étape de navigation, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services;
 - (c) La réservation n'a pas été faite dans le cadre de l'exploitation d'une entreprise; et
 - (d) Déclaration selon laquelle vous attestez de la véracité et de l'exactitude de ces renseignements ainsi fournis et reconnaissance que le fait de soumettre sciemment une fausse déclaration pourrait constituer une fraude civile ou criminelle et serait contraire au Jugement approuvant le Règlement.
4. Une fois que votre Réclamation aura été soumise, votre Réclamation sera validée par Airbnb et le Crédit Échangeable sera automatiquement appliqué à votre compte Airbnb après que l'Administrateur des réclamations aura traité les demandes, et il sera automatiquement appliqué à une future réservation d'un séjour dans une propriété offerte en location par un hôte sur la Plateforme Airbnb.

Quel est le délai pour soumettre une réclamation?
--

Agissez maintenant! La date limite aux fins de soumission des réclamations est le  . Aucune Réclamation ne sera acceptée et aucun Crédit Échangeable ne sera octroyé pour les réclamations reçues après la Date limite aux fins de soumission des réclamations. Vous avez simplement à cliquer sur le lien suivant:  [URL](#) .

RENSEIGNEMENTS ADDITIONNELS

Un règlement (« **Règlement** ») a été approuvé par le Tribunal et si vous avez fait la réservation d'un séjour dans une propriété offerte en location par un hôte sur la Plateforme Airbnb entre le 22 août 2014 et le 26 juin 2019, pour des fins autres que d'affaires, vos droits sont affectés par le Règlement et le présent avis.

Un Règlement a été conclu entre Martin Preisler-Banoon (le « **Demandeur** ») et Airbnb dans le cadre d'une action collective intentée par le Demandeur contre Airbnb (l'« **Action collective** »). Il est allégué qu'Airbnb aurait contrevenu à la *Loi sur la protection du consommateur*, R.L.R.Q., chapitre P-40.1 en chargeant, lors de la réservation d'un séjour dans une propriété offerte en location par un hôte sur la Plateforme Airbnb, un prix supérieur à celui annoncé sur cette même plateforme à une première étape de navigation, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services.

L'Action collective a été autorisée et le Règlement a été approuvé par le Tribunal. Cette approbation met donc fin à l'Action collective.

Vous ne pouvez plus vous exclure du Règlement ni vous objecter à celui-ci. Vous êtes automatiquement inclus et il s'agit du seul et unique recours dont vous disposez en lien avec l'Action collective. Toutes les autres réclamations contre Airbnb en lien avec l'Action collective sont désormais visées par une quittance complète et non permises.

Veuillez lire le présent avis attentivement.

Pourquoi ai-je reçu ce courriel?

Vous recevez ce courriel parce que vous êtes un résident du Québec et qu'au cours de la période visée par l'Action collective (entre le 22 août 2014 et le 26 juin 2019) vous avez fait la réservation d'un séjour

dans une propriété offerte en location par un hôte sur la Plateforme Airbnb, pour des fins autres que d'affaires. Ainsi, vous êtes éligible à recevoir une indemnité en vertu du Règlement.

L'objet du présent avis est de vous informer que le Demandeur et Airbnb ont conclu un Règlement qui met fin à l'Action collective, que la Cour supérieure du Québec a approuvé le Règlement et que vous êtes éligible à recevoir une indemnité.

Quel était l'objet de cette Action collective?

Selon le Demandeur, Airbnb aurait contrevenu à la *Loi sur la protection du consommateur*, R.L.R.Q., chapitre P-40.1 en chargeant, lors de la réservation d'un séjour dans une propriété offerte en location par un hôte sur la Plateforme Airbnb, un prix supérieur à celui annoncé sur cette même plateforme à une première étape de navigation, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services.

Ces allégations n'ont pas été prouvées au Tribunal et sont contestées par Airbnb, qui prétend avoir en tout temps respecté toutes les lois applicables.

RÉSUMÉ DU RÈGLEMENT

Qu'est-ce que le Règlement prévoit?

Sans aveu de responsabilité, dans le but d'éviter un procès et les frais et débours additionnels reliés à la tenue d'un procès, Airbnb accepte de :

1. mettre en œuvre une pratique commerciale selon laquelle le prix annoncé à un consommateur québécois sur la Plateforme Airbnb (à la première étape de la navigation) pour la réservation d'un séjour offert par un hôte, représentera un prix incluant les frais de service applicables (tout compris), taxes applicables exclues;
2. remettre à chaque membre du groupe admissible un crédit échangeable unique **d'une valeur maximale de 45,00\$ CA chacun**, selon le nombre total de réclamations approuvées (un « **Crédit Échangeable** »). Les Crédits Échangeables peuvent être utilisés pour réserver une propriété offerte en location par un hôte sur la Plateforme Airbnb, dans le monde entier. Les Crédits Échangeables sont à usage unique, non transférables, non remboursables, non monnayables et ne peuvent être combinés à aucune autre offre, rabais ou coupon. Afin de pouvoir échanger un Crédit Échangeable, un membre du groupe éligible doit accepter la version la plus récente des Conditions d'utilisation d'Airbnb et ne pas être interdit d'utiliser la Plateforme Airbnb (conformément aux Conditions d'utilisation). Une fois émis, un Crédit Échangeable expire après vingt-quatre (24) mois.

En échange, les membres du groupe (i) reconnaissent que ce qui précède constitue un règlement complet des réclamations des membres du groupe; et (ii) acceptent de renoncer à toute réclamation contre Airbnb découlant de l'affichage des prix sur la Plateforme Airbnb avant que le changement de pratique ne soit mis en œuvre, y compris les causes d'action présentées dans l'Action collective.

Suis-je admissible à recevoir une indemnité?

Vous êtes éligible à recevoir une indemnité si vous respectez toutes les conditions suivantes :

1. Si vous êtes un résident québécois;
2. Si, entre le 22 août 2014 et le 26 juin 2019, vous avez réservé un séjour dans une propriété offerte en location par un hôte sur la Plateforme Airbnb à un prix supérieur à celui annoncé sur

cette même plateforme à une première étape de navigation, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services;

3. Si cette réservation n'a pas été effectuée dans le cadre de l'exploitation d'une entreprise;

Si vous remplissez toutes ces conditions, vous êtes automatiquement admissible à recevoir un Crédit Échangeable dans la mesure où vous suivez avec succès le processus de réclamation décrit ci-dessus.

POUR OBTENIR DE PLUS AMPLES RENSEIGNEMENTS

Comment puis-je obtenir de plus amples renseignements?

Pour obtenir de plus amples renseignements et pour avoir accès au texte du Règlement, aux annexes et aux différents formulaires, veuillez visiter le site Web suivant :

- Site Web dédié au Règlement : ●
- Avocats du groupe : <http://lpclex.com/airbnb>

Vous pouvez également communiquer avec les Avocats du groupe pour obtenir de plus amples renseignements aux coordonnées suivantes :

Me Joey Zukran
LPC Avocats
5800 boul. Cavendish, Bureau 411
Montreal, Quebec, H4W 2T5
Tel: (514) 379-1572
Courriel: JZUKRAN@LPCLEX.COM

AUCUN AUTRE AVIS NE SERA PUBLIÉ EN LIEN AVEC LE RÈGLEMENT DE CETTE ACTION COLLECTIVE.

En cas de divergence entre le présent avis et le Règlement, c'est le Règlement qui prévaut.

La publication et la diffusion du présent avis ont été approuvées par le Tribunal.

ANNEXE « C »

C A N A D A

**PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL**

**COUR SUPÉRIEURE
(Action collective)**

No : 500-06-000884-177

MARTIN PREISLER-BANOON
Demandeur
-c.-
AIRBNB IRELAND UC
et
AIRBNB INC.
et
AIRBNB PAYMENTS UK LTD.
Défenderesses

CONVENTION DE TRANSACTION

ANNEXE « C » – FORMULAIRE D'OBJECTION

Martin Preisler-Banoon c. Airbnb inc. et Al.

500-06-000884-177

FORMULAIRE D'OBJECTION

Veuillez utiliser le présent formulaire uniquement si vous vous objectez à ce que le Tribunal approuve le Règlement ou si vous désirez faire valoir vos prétentions sur le Règlement. N'utilisez pas le présent formulaire si vous désirez vous exclure du groupe visé par l'action collective.

RENSEIGNEMENTS PERSONNELS

Nom de famille : _____ Prénom : _____

Adresse résidentielle : _____

Adresse courriel : _____

Numéro de téléphone : _____

RENSEIGNEMENTS SUR LE COMPTE

No de compte ou courriel : _____

VOUS AFFIRMEZ QUE :

- Vous avez utilisé la plateforme Airbnb pour réserver un hébergement entre le 22 août 2014 et le 26 juin 2019 ?
- Vous avez fait une telle réservation tout en étant physiquement situé au Québec ?
- Vous avez fait une telle réservation à d'autres fins que par affaires ?

MOTIFS D'OBJECTION OU PRÉTENTION À L'ÉGARD DE LA TRANSACTION

[Veuillez joindre une page additionnelle si l'espace ci-dessus est insuffisant.]

Signature : _____ Date : _____

Veillez envoyer votre formulaire dûment rempli à l'une des adresses suivantes au plus tard le 28 novembre 2019 :

LPC AVOCATS Maître Joey Zukran 5800, boul. Cavendish, bureau 411 Côte St-Luc (Québec) H4W 2T5 Téléphone : 514 379-1572 Téléc. : 514 221-4441 jzukran@lpclex.com	
STIKEMAN ELLIOTT S.E.N.C.R.L., S.R.L. Maître Yves Martineau Maître Jean-François Forget 1155, boulevard René-Lévesque Ouest 41e étage Montréal (Québec) H3B 3V2 Téléphone : 514 397-3380 / 514.397-3072 Téléc. : 514 397-3580 ymartineau@stikeman.com jfforget@stikeman.com	

ANNEXE « D »

C A N A D A

**PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL**

**COUR SUPÉRIEURE
(Action collective)**

No: 500-06-000884-177

MARTIN PREISLER-BANOON
Demandeur
-c.-
AIRBNB IRELAND UC
et
AIRBNB INC.
et
AIRBNB PAYMENTS UK LTD.
Défenderesses

CONVENTION DE TRANSACTION

ANNEXE « D » - COMMUNIQUÉS DE PRESSE DU DEMANDEUR OU DES AVOCATS DU GROUPE

***** Suite au Jugement autorisant l'action collective pour les fins de règlement *****

Action collective concernant la réservation en ligne d'un séjour dans une propriété offerte en location par un hôte sur la plateforme Airbnb par des résidents du Québec

Montréal, • 2019 – Martin Preisler-Banoon (le « **Demandeur** ») a conclu une entente de principe avec Airbnb Ireland UC, Airbnb Inc. et Airbnb Payments UK Ltd (« **Airbnb** ») quant à l'action collective concernant la réservation en ligne d'un séjour dans une propriété offerte en location par un hôte sur la plateforme en ligne Airbnb par des résidents du Québec.

Dans le cadre de cette entente de principe, Airbnb a accepté de mettre en œuvre une pratique commerciale dans la province de Québec selon laquelle le prix annoncé à un consommateur québécois sur la plateforme Airbnb (à la première étape de la navigation) pour la réservation d'un séjour offert par un hôte, représentera un prix incluant les frais de service applicables (tout compris).

Airbnb a également accepté d'émettre un crédit échangeable d'une valeur maximale de 45,00\$ CA chacun, selon le nombre total de réclamations approuvées, aux consommateurs québécois qui ont réservé un hébergement sur la plateforme Airbnb, à des fins autres que par affaires, entre le 22 août 2014 et la date de mise en œuvre de la pratique commerciale décrite ci-dessus (26 juin 2019). Les détails sur la façon de réclamer le crédit échangeable seront fournis aux membres éligibles du groupe par courriel.

Cette entente doit être approuvée par la Cour supérieure du Québec lors d'une audience qui se tiendra au Palais de justice de Montréal le 3 décembre 2019 à 9 h 30 à la salle 1.156.

Rappel des réclamations

Le 22 août 2017, le Demandeur a institué une action collective en Cour supérieure du Québec à l'encontre d'Airbnb. Le Demandeur prétend qu'Airbnb aurait contrevenu à la *Loi sur la protection du consommateur*, R.L.R.Q., chapitre P-40.1 en chargeant, lors de la réservation d'un séjour dans une propriété offerte en location par un hôte sur la plateforme Airbnb, un prix supérieur à celui annoncé sur

Error! Unknown document property name.

cette même plateforme à une première étape de navigation, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services.

Airbnb nie avoir commis quelconque acte répréhensible.

Les membres visés par l'entente de principe

Cette entente de principe a été conclue pour les résidents du Québec qui ont réservé un hébergement sur les plateformes d'Airbnb, à des fins autres que par affaires, entre le 22 août 2014 et la date de mise en œuvre de la pratique commerciale décrite ci-dessus.

Comment être dédommagés

Afin de recevoir l'indemnité à laquelle ils ont droit, les membres visés par cette entente doivent simplement suivre la procédure de réclamation avant la date indiquée (tout ce qu'ils ont à faire est de cliquer sur l'hyperlien dans le courriel qui leur sera envoyé par l'Administrateur des réclamations).

Le Demandeur est représenté par le cabinet LPC Avocats, qui peuvent être rejoins à l'adresse suivante :

Me Joey Zukran
LPC Avocats
5800 boul. Cavendish, Bureau 411
Montreal, Quebec, H4W 2T5
Tel: (514) 379-1572
Courriel: JZUKRAN@LPCLEX.COM

Pour plus d'informations sur l'évolution du dossier au cours des prochains mois, les consommateurs peuvent consulter les sites Web suivants :

- Site Web dédié au Règlement : ●
- Avocats du groupe : <http://lpclex.com/airbnb>

***** Suite au Jugement d'approbation *******Action collective concernant la réservation en ligne d'un séjour dans une propriété offerte en location par un hôte sur la plateforme Airbnb par des résidents du Québec**

Montréal, • 2019 – Martin Preisler-Banoon (le « **Demandeur** ») a conclu une entente de principe avec Airbnb Ireland UC, Airbnb Inc. et Airbnb Payments UK Ltd (« **Airbnb** ») quant à l'action collective concernant la réservation en ligne d'un séjour dans une propriété offerte en location par un hôte sur la plateforme en ligne Airbnb par des résidents du Québec (le « **Règlement** »).

Le Règlement entre les parties a maintenant été approuvé par la Cour Supérieure du Québec.

Le Règlement prévoit qu'Airbnb mette en œuvre une pratique commerciale dans la province de Québec selon laquelle le prix annoncé à un consommateur québécois sur la plateforme Airbnb (à la première étape de la navigation) pour la réservation d'un séjour offert par un hôte, représentera un prix incluant les frais de service applicables (tout compris), excluant les taxes applicables.

Airbnb émettra également à chaque membre de l'action collective éligible à recevoir (dans la mesure où le membre éligible a réservé à des fins autres que par affaires, entre le 22 août 2014 et le 26 juin 2019, un hébergement sur la plateforme d'Airbnb) un crédit échangeable à usage unique, non transférable, non remboursable, non échangeable, non monnayable, et d'une valeur maximale de 45,00\$ CA chacun, selon le nombre total de demandes approuvées.

Rappel des réclamations

Le 22 août 2017, le Demandeur a institué une action collective en Cour supérieure du Québec à l'encontre d'Airbnb. Le Demandeur prétend qu'Airbnb aurait contrevenu à la *Loi sur la protection du consommateur*, R.L.R.Q., chapitre P-40.1 en chargeant, lors de la réservation d'un séjour dans une propriété offerte en location par un hôte sur la plateforme Airbnb, un prix supérieur à celui annoncé sur cette même plateforme à une première étape de navigation sur les sites Web et/ou les applications mobiles d'Airbnb, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services.

Airbnb nie avoir commis quelconque acte répréhensible.

Les membres visés par le Règlement

Sujet aux termes plus détaillés contenus dans le Règlement approuvé par la Cour supérieure du Québec et disponible au [•](#), ce Règlement a été conclu pour tous les résidents du Québec qui ont réservé un hébergement sur les plateformes Airbnb, à des fins autres que par affaires, entre le 22 août 2014 et le 26 juin 2019.

Comment être dédommagés

Afin de recevoir l'indemnité à laquelle ils ont droit, les membres visés par cette entente doivent simplement suivre la procédure de réclamation avant la date indiquée (tout ce qu'ils ont à faire est de cliquer sur l'hyperlien dans le courriel qui leur sera envoyé par l'Administrateur des réclamations).

Le Demandeur est représenté par le cabinet LPC Avocats, qui peuvent être rejoins à l'adresse suivante :

Me Joey Zukran
LPC Avocats
5800 boul. Cavendish, Bureau 411
Montreal, Quebec, H4W 2T5
Tel: (514) 379-1572

- 4 -

Courriel: JZUKRAN@LPCLEX.COM

Pour plus d'informations sur l'évolution du dossier au cours des prochains mois, les consommateurs peuvent consulter le site web suivant :

- Site Web dédié au Règlement : ●
- Avocats du groupe : <http://lpclex.com/airbnb>

-30-

ANNEXE « E »

C A N A D A

**PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL**

**COUR SUPÉRIEURE
(Action collective)**

No : 500-06-000884-177

MARTIN PREISLER-BANOON
Demandeur
-c.-
AIRBNB IRELAND UC
et
AIRBNB INC.
et
AIRBNB PAYMENTS UK LTD.
Défenderesses

CONVENTION DE TRANSACTION

**ANNEXE « E » - QUESTIONS ET RÉPONSES DU DEMANDEUR, AVOCATS DU GROUPE OU DE
L'ADMINISTRATEUR DES RÉCLAMATIONS**

Pourquoi un avis m'a-t-il été envoyé par courriel?

Un jugement rendu par la Cour supérieure du Québec le **14** septembre 2019 (dossier no. 500-06-000884-177) a autorisé une action collective contre Airbnb Ireland UC, Airbnb Inc. et Airbnb Payments UK Ltd (« **Airbnb** ») pour des fins de règlement seulement et a ordonné à Airbnb de contacter les membres du groupe par courriel. Le Cour a nommé Velvet Payments à titre d'Administrateur des réclamations aux fins de l'action collective et afin de vous envoyer cet avis par courriel.

Le but du présent avis est de vous informer qu'un règlement (« **Règlement** ») est intervenu, sous réserve de son approbation par la Cour supérieure du Québec, entre Martin Preisler-Banoon (le « **Demandeur** ») et Airbnb dans le cadre d'une action collective intentée par le Demandeur contre Airbnb (l' « **Action collective** »).

Qui sont les membres du groupe visés par ce règlement?

Vous êtes un membre du groupe de l'Action collective et inclus dans le Règlement si vous respectez toutes les conditions suivantes :

1. Si vous êtes un résident québécois;
2. Si, entre le 22 août 2014 et le 26 juin 2019, vous avez réservé un séjour dans une propriété offerte en location par un hôte sur la plateforme Airbnb à un prix supérieur à celui annoncé sur cette même plateforme à une première étape de navigation par l'intermédiaire de ses sites Web et/ou de ses applications mobiles (« **Plateforme Airbnb** »), en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services;
3. Si cette réservation n'a pas été effectuée dans le cadre de l'exploitation d'une entreprise; et
4. Si cette réservation a été effectuée lorsque vous étiez physiquement situé dans la province de Québec.

Qu'est-ce que le règlement prévoit?

Sans aveu de responsabilité, dans le but d'éviter un procès et les frais et débours additionnels reliés à la tenue d'un procès, Airbnb a accepté de :

1. mettre en œuvre une pratique commerciale selon laquelle le prix annoncé à un consommateur québécois sur la Plateforme Airbnb (à la première étape de la navigation) pour la réservation d'un séjour offert par un hôte, représentera un prix incluant les frais de service applicables (tout compris), taxes applicables exclues; et
2. émettre à chaque membre de l'action collective admissible à recevoir (dans la mesure où il/elle a réservé, entre le 22 août 2014 et le 26 juin 2019, à des fins autres que par affaires, un hébergement sur la Plateforme Airbnb) un seul crédit échangeable à usage unique, non transférable, non remboursable, non échangeable, non monnayable, et d'une valeur maximale de 45,00\$ CA chacun, selon le nombre total de demandes approuvées (« **Crédit Échangeable** »). Les Crédits Échangeables peuvent être utilisés pour réserver une propriété offerte en location par un hôte sur la Plateforme Airbnb, dans le monde entier. Les Crédits Échangeables ne peuvent être combinés à aucune autre offre, rabais ou coupon.

En échange, les membres du groupe s'engagent à renoncer à toute réclamation contre Airbnb découlant de l'affichage des prix sur la Plateforme Airbnb avant la mise en œuvre du changement de pratique, y compris les réclamations présentées dans le cadre de l'Action collective.

Est-ce que ce règlement devra être approuvé par le Tribunal?

Oui. La Cour Supérieure du Québec tiendra une audience pour décider si elle doit approuver le règlement le 3 décembre 2019 à 9 h 30 à la salle 1.156 du palais de justice de Montréal, situé au 1, rue Notre-Dame Est à Montréal.

Est-ce que le demandeur est satisfait du règlement?

Oui. Le Demandeur et les Avocats du groupe pensent que le Règlement est juste et raisonnable et qu'il est dans l'intérêt des membres du groupe. Ils demanderont à la Cour Supérieure du Québec de l'approuver.

Qui est admissible à recevoir un Crédit Échangeable?

Si vous êtes membre d'un groupe, vous êtes automatiquement admissible à recevoir le Crédit Échangeable si vous avez effectué votre réservation sur la Plateforme Airbnb entre le 22 août 2014 et le 26 juin 2019, à des fins autres que par affaires.

Quelles démarches doit-on faire pour recevoir notre Crédit Échangeable?

Si vous êtes un membre du groupe admissible à recevoir un Crédit Échangeable, vous recevrez un courriel expliquant comment vous devez présenter une réclamation en ligne conformément au processus de réclamation. **Le processus de réclamation est simple !** Tout ce que vous avez à faire est d'être alerte au courriel de Velvet Payments qui sera envoyé et cliquer sur l'hyperlien inclus dans ce courriel.

Quand le Crédit Échangeable sera-t-il remis?

Les Crédits Échangeables seront émis sur votre compte Airbnb dans les 65 jours suivant la fin de la période au cours de laquelle les membres admissibles du groupe ont la possibilité de réclamer un Crédit Échangeable.

Dois-je encourir quelconque frais?

Non, tous les risques financiers liés à l'exercice de cette Action collective ont été absorbés par les Avocats du groupe et les membres individuels du groupe ne sont pas tenus de payer les honoraires d'avocat ni de payer les frais si l'Action collective est rejetée. Dans le cadre du Règlement, Airbnb a accepté de payer les honoraires judiciaires et extrajudiciaires des avocats du groupe, qui doivent être approuvés par la Cour, et qui doivent être convaincus que ces honoraires sont justes et raisonnables dans les circonstances.

Quel est l'objet de cette action collective?

Le 22 août 2017, le Demandeur a institué une action collective en Cour supérieure du Québec à l'encontre d'Airbnb. Le Demandeur prétend qu'Airbnb aurait contrevenu à la *Loi sur la protection du consommateur*, R.L.R.Q., chapitre P-40.1 en chargeant, lors de la réservation d'un séjour dans une propriété offerte en location par un hôte sur la Plateforme Airbnb, un prix supérieur à celui annoncé sur cette même plateforme à une première étape de navigation, en ne tenant pas compte de la taxe de vente du Québec ou de la taxe sur les produits et services.

Ces allégations n'ont jamais été prouvées au Tribunal, et Airbnb les conteste; elle prétend avoir en tout temps respecté toutes les lois applicables.