

**NOTICE OF HEARING FOR THE APPROVAL OF A SETTLEMENT AGREEMENT WITH
KAYAK SOFTWARE CORPORATION**

**Chafik Mihoubi v. KAYAK Software Corporation et al.
N° 500-06-001041-207**

PLEASE READ THIS NOTICE CAREFULLY, AS THE SETTLEMENT AGREEMENT DESCRIBED THEREIN MAY AFFECT YOUR RIGHTS.

Settlement Agreement

Plaintiff entered into a Settlement and Transaction Agreement (the "**Agreement**") with Defendant KAYAK Software Corporation ("**KAYAK**").

The Agreement applies to the members of the class defined as follows (the "**Settlement Class**"):

Consumers within the meaning of the *Consumer Protection Act* who:

- (1) made a reservation for accommodation (facilitated by the Defendant KAYAK Software Corporation ("**KAYAK**") and powered by a third party) on the website kayak.com or on KAYAK's mobile applications available on the Google Play store or Apple App Store, between January 17, 2017 and December 16, 2020;
- (2) at the time of such reservation, resided in Québec and were located in Québec;
- (3) did not cancel their reservation; and
- (4) paid a price higher than the price initially advertised, with the exception of fees payable under a federal or provincial law when, under this law, these fees must be collected directly from the consumer to be remitted to a public authority.

Who is concerned by this notice?

This notice concerns you if you are a member of the Settlement Class defined above.

This notice also concerns you if you are a member of the class already authorized for the class action (the "**Original Class**"). You are a member of the Original Class if, while residing in Quebec, you booked accommodations over the Internet with KAYAK between January 27, 2017 and May 13, 2022, and paid a price higher than the initially advertised price, with the exception of any fees payable under federal or provincial law. A first notice was published on May 13, 2022 for members of the Original Class.

What is the difference between the Original Class and the Settlement Class?

Not all members of the Original Class are part of the Settlement Class.

- The Settlement Class period is shorter, running from January 27, 2017 to December 16, 2020, when KAYAK changed its advertising practices;

- The Settlement Class excludes persons who, at the time of their reservation, were not located in Quebec;
- The Settlement Class does not take into account reservations that were cancelled after they were made.

What does the Agreement cover?

The Agreement provides for an indemnity to be distributed to each member of the Settlement Class. This indemnity will be distributed in cash (by Interac e-transfer).

The Agreement provides that the total amount payable by KAYAK will be CA\$ 40,527. This amount includes Class counsel's fees and disbursements and applicable taxes. Class counsel will ask the Court to approve fees of 25% of the total amount payable by KAYAK, plus applicable taxes.

After deduction of Class counsel fees of 25% (if approved by the Court), disbursements of Class counsel, and applicable taxes, the indemnities per member should be of approximately CA\$10.28 per reservation.

The members of the Original Class who are not also members of the Settlement Class will not be bound by the Agreement and will not receive indemnities under the Agreement.

The above is a summary of the highlights of the Agreement. The full text of the Agreement is available on the website of Class counsel Trudel Johnston & Lespérance ("TJL"): <https://tjl.quebec/en/class-actions/online-accomodation-reservation/> .

Court approval of the Agreement

For the Agreement to be valid, it must be approved by the Court. An application for approval of the Agreement will be presented before the Honourable Mr. Justice Martin F. Sheehan of the Superior Court on **October 9, 2024 at 9:15 AM** in **room 17.09** of the Montréal Courthouse. It will be possible to attend the hearing virtually at the following [link](#). The date and time of the hearing may be modified by the Court. In this case, an update will be posted on the TJL website: <https://tjl.quebec/en/class-actions/online-accomodation-reservation/> .

Objection to the Agreement and comments

Both Original Class Members and Settlement Class Members have the right to object to and comment on the Agreement. A Settlement Class member will remain a Settlement Class member whether or not he or she objects to the Agreement. If the Agreement is approved by the Court, all Settlement Class members who receive compensation under the Agreement will lose any right to sue KAYAK regarding the advertisement of the price for reservations for accommodation on its website or mobile application between the dates indicated above in the description of the Settlement Class.

If you wish to object to or comment on the Agreement, you must send your objection or comment in writing no later than September 26, 2024 by e-mail to TJL at info@tjl.quebec or by fax to 514-871-8800. Your written submission must include:

- your name, address, e-mail address and telephone number;
- a brief statement of the reasons for your objection or comments; and

- whether you intend to attend the hearing in person or through a lawyer. In the latter case, you must provide the lawyer's name, address, e-mail address and telephone number.

TJL will provide KAYAK and the Court with a copy of the objections and comments received by September 26, 2024.

Members of the Original Class or Settlement Class who do not object to the Agreement and do not wish to comment on it need not appear at the hearing for approval of the Agreement or take any other action at this time.

If the Honourable Justice Martin F. Sheehan approves the Agreement, another notice will be published to inform you of the procedure and deadlines for choosing the method of distribution of your compensation.

You can contact the lawyers of Mr. Chafik Mihoubi, the representative plaintiff, at the following coordinates:



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