

JUN 09 2022 IN THE SUPREME COURT OF BRITISH COLUMBIA

Between



XAVIERA TAM

PLAINTIFF

and

HOTWIRE INC; EXPEDIA GROUP INC;  
BENJAMIN & BROTHERS LLC d/b/a RESERVATIONS.COM;  
ACCOR SA; and ACCOR CANADA HOLDINGS INC

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

### NOTICE OF CIVIL CLAIM

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## **THE PLAINTIFF'S CLAIM**

### **Part 1: STATEMENT OF FACTS**

#### ***Overview***

1. The Defendants offer hotel reservation services through their websites that advertise an initial price for a transaction, but subsequently charge a higher price during the transaction contrary to the *Business Practices and Consumer Protection Act* in British Columbia and related enactments in other common law provinces. Through this suit, Canadians who were subjected to this deceptive practice seek to hold the Defendants accountable.

#### ***The Parties***

2. The Plaintiff, Xaviera Tam, is a resident of British Columbia. The Plaintiff used the hotwire.com to book a stay at the Shangri-La Hotel in Vancouver, British Columbia between the dates of August 27, 2021 and August 29, 2021 for personal use. The Plaintiff chose the hotel and room because of the advertised price of USD \$286.00 per night. However, on checkout additional taxes and fees of USD \$169.00 were added to her bill, an additional charge of 30%.

3. The Plaintiff brings this action on their own behalf and on behalf of all persons in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, and Newfoundland & Labrador, who have booked accommodation with the Defendants over the internet, and who have paid a higher price than the price initially advertised during a transaction between the date when each Defendant started offering Reservation

Services in Canada and the date this action is certified as a class proceeding (the “**Class**”, “**Class Members**” and the “**Class Period**”).

4. The Defendant Hotwire Inc (“**Hotwire**”) is an online hotel reservation booking company which primarily does business through its website at [www.hotwire.com](http://www.hotwire.com). The Defendant Hotwire Inc is a subsidiary of the Defendant Expedia Group Inc and both companies are incorporated in Delaware with an address for service at 1209 Orange Street, Wilmington, DE, 19801. Hotwire carries on business in British Columbia and throughout Canada by offering Reservation Services to Canadians via its website.

5. The Defendant Benjamin & Brothers LLC d/b/a Reservations.com (“**Reservations.com**”) is an online hotel reservation booking company which primarily does business through its website at [www.reservations.com](http://www.reservations.com). Reservations.com is incorporated in Florida, with a principal address at 390 N Orange Avenue, Suite 1605, Orlando, FL, 32801 and a registered agent WHWW Inc at 329 Park Avenue North, Second Floor, Winter Park, FL, 32789. Reservations.com carries on business in British Columbia and throughout Canada by offering Reservation Services to Canadians via its website.

6. The Defendants Accor SA and Accor Canada Holdings Inc (together “**Accor**”) are a French multinational hospitality company that owns, manages, and franchises hotels worldwide, and which includes online hotel reservation booking services through its website at [all.accor.com](http://all.accor.com). Accor SA is incorporated in France, with an address for service at 82, rue Henri Farman, CS20077, 92445 Issy-les-Moulineaux, France. Accor Canada Holdings Inc is federally incorporated in Canada, with a registered office at 3300 - 155 Wellington Street West, Toronto, ON, M5V 0C3. Accor carries on business in British Columbia and throughout Canada by offering Reservation Services to Canadians via its website.

### ***Defendants and Their Hotel Reservation Websites***

7. The Defendant websites all function in a substantially similar fashion.

8. Each of the Defendants' websites allow consumers to book and pay for hotel or other accommodations online (the "**Reservation Services**"). Each of the Defendants' websites represents the price of accommodations on the basis of individual units which can be purchased individually or in multiples, each representing one night's stay at the desired location (the "**Room Night**").

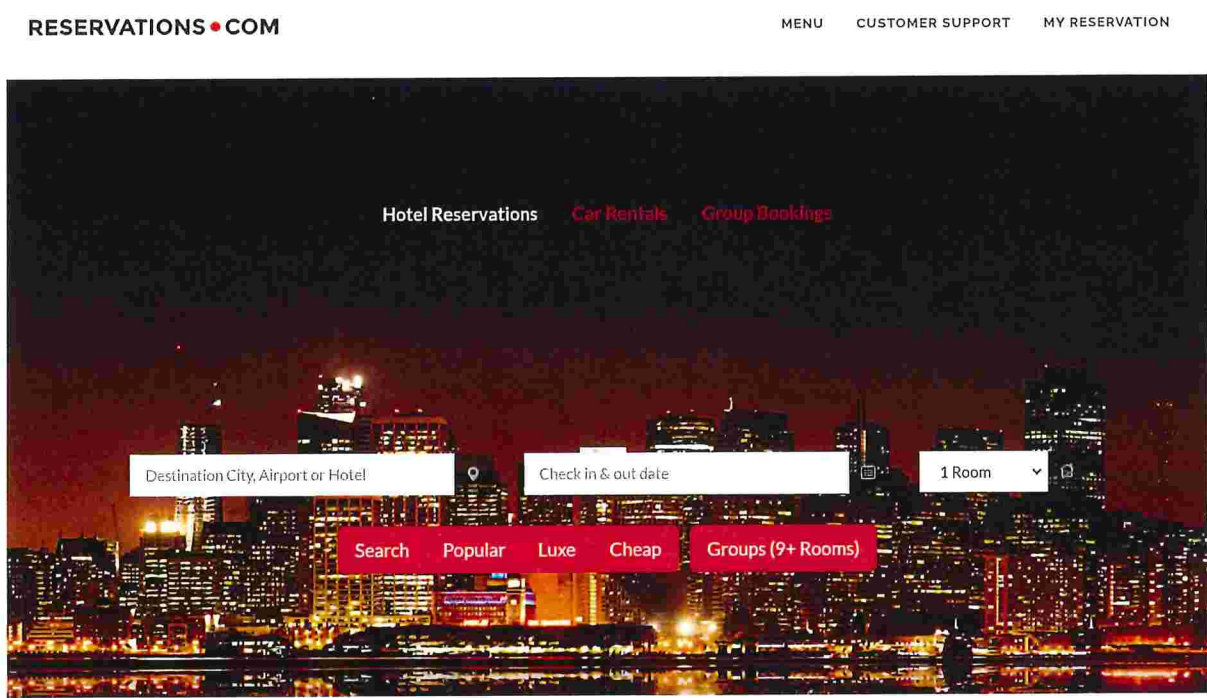
9. Each of the Defendant websites aggregate together the prices for various hotels and accommodations into a single, searchable website.

10. Consumers enter the city or other location that they plan to visit and the dates on which they will require accommodation during their stay, and the Defendant websites list available hotels or other accommodations, along with a selection of prices for each hotel or other accommodation. Typically, the best prices for each hotel or other accommodation are the ones listed.

11. Prices on the Defendant websites are listed for each Room Night of stay. In some cases, the total price is also listed, but this is given less prominence than the Room Night price.

12. Once a consumer has selected a hotel or other accommodation for the duration of their stay, they are taken to a page to process payment for their booking. It is only at this end stage that the consumer is finally advised of the taxes and additional fees associated with the cost of their stay, which are in excess of the basic Room Night price multiplied by the number of nights of the stay.

13. When searching for a single night stay on the Reservations.com website at [www.reservations.com](http://www.reservations.com) the consumer is presented with the following procedure.



## WHY RESERVATIONS.COM?

The best features to help you find the best hotel.

### DEALS YOU'LL LOVE

Find great deals and offers for big savings on hotel room rates.



### 24/7 PHONE SUPPORT





A support team dedicated to customer success. We are always available to help.

14. As a first step, the customer enters the location and dates of the intended stay into the website, which returns a list of available hotels and other accommodations with a price per Room Night displayed. The consumer is free to select whichever hotel they prefer from the list:

RESERVATIONS.COM RESERVATIONS 855-516-1090

78 HOTELS FOR 4/27/2022 - 4/28/2022 VANCOUVER, BC, CANADA

Vancouver, BC, Canada April 27, 2022-April 28, 2022 1 Room SEARCH HOTELS

VIEW MAP	Distance	Star Rating	Price	Promo
<p>10 OF 78</p> <p>TOP RATING</p> <p>PRICE</p> <p>PROPERTY NAME</p> <p>APRIL 27, 2022-APRIL 28, 2022</p> <p>NEARBY LANDMARKS</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Abardeen Centre</li> <li><input type="checkbox"/> Ambleside Park</li> <li><input type="checkbox"/> Ambleside Village</li> <li><input type="checkbox"/> Ballantyne Cruise Terminal</li> <li><input type="checkbox"/> BC Place Stadium</li> <li><input type="checkbox"/> Bear Creek Park</li> <li><input type="checkbox"/> Bill Reid Gallery of Northwest</li> </ul>		<p><b>THE SUTTON PLACE HOTEL - VANCOUVER</b> ★★★★★ 845 Burrard St, Vancouver, BC V6Z2K6 - 0.091 miles Call 855-516-1090</p> <p>4.5 Excellent ★★★★★ 2,718 reviews</p>	<p><b>\$234 / night</b></p> <p>RESERVE</p>	
		<p><b>ROSEWOOD HOTEL GEORGIA</b> ★★★★★ 801 W Georgia St, Vancouver, BC V6C1P7 - 0.099 miles Call 855-516-1090</p> <p>4.8 Excellent ★★★★★ 1,212 reviews</p>	<p><b>\$327 / night</b></p> <p>RESERVE</p>	
		<p><b>WEDGEWOOD HOTEL &amp; SPA - RELAIS &amp; CHATEAUX</b> ★★★★★ 845 Hornby St, Vancouver, BC V6Z1V1 - 0.099 miles Call 855-516-1090</p> <p>4.7 Excellent ★★★★★ 977 reviews</p>	<p><b>\$219 / night</b></p> <p>RESERVE</p> <p>PROMO: Save 20%</p>	
		<p><b>METROPOLITAN HOTEL VANCOUVER</b> ★★★★★ 645 Howe St, Vancouver, BC V6C 2Y9 - 0.16 miles</p>	<p><b>\$311 / night</b></p> <p>RESERVE</p>	




15. When the consumer selects an accommodation, as a second step they are then taken to a page where they may select the type of room they wish to reserve at that establishment. The initially advertised price on the previous page represents just one of the rooms available to the consumer. The consumer must click on the “Reserve” button next to their choice of room in order to go on to the next step and finalize the transaction:

RESERVATIONS.COM RESERVATIONS 855-516-1090

**THE SUTTON PLACE HOTEL VANCOUVER** ★★★★★  
 845 BARRARD ST., VANCOUVER, BRITISH COLUMBIA V6Z2K6 ☎ 855-516-1090

[RESERVE](#)  
 ⚡ Alert: Limited availability for your dates.

PHOTOS & OVERVIEW ROOM RATES AMENITIES MAP & LOCATION GUEST REVIEWS



**EXCELLENT**  
 4.5  
 ★★★★★  
 25 reviews on TRUSTYOU

from **\$234** per night

[SEE ROOMS & RATES](#)

**ROOM TYPES & RATES**  
 Check In: Wednesday, 4/27/2022 | Check Out: Thursday, 4/28/2022  
 Rooms: 1 | Adults: 2 | Kids: 0

	<p>DELUXE ROOM, 1 KING BED (CLASSIC)        * <b>Jackpot!</b> One of the best rates available for the dates you selected.  <input checked="" type="checkbox"/> <a href="#">View room details, amenities &amp; policies</a></p>	<p><b>\$234</b> / night <a href="#">RESERVE</a>        ⚡ Just 8 rooms left at this low rate!</p>
	<p>DELUXE ROOM, 2 QUEEN BEDS (CLASSIC)  <input checked="" type="checkbox"/> <a href="#">View room details, amenities &amp; policies</a></p>	<p><b>\$248</b> / night <a href="#">RESERVE</a>        ⚡ Just 9 rooms left at this low rate!</p>
	<p>ROOM, 2 QUEEN BEDS (SUTTON)  <input checked="" type="checkbox"/> <a href="#">View room details, amenities &amp; policies</a></p>	<p><b>\$303</b> / night <a href="#">RESERVE</a>        ⚡ Just 8 rooms left</p>

16. As a final step, the consumer is prompted to enter their personal and banking information to complete the reservation. Only at this final stage is the actual price for the transaction displayed.

RESERVATIONS • COM

RESERVATIONS 855-516-1090

## SECURE CHECKOUT

**▲ ACT FAST! Rates and availability change quickly.**  
This great deal may only be available for the next **14:55** minutes.

### 1. GUEST DETAILS

**ROOM 1 GUEST** First Name Last Name  
**EMAIL ADDRESS** Email Address  
**PHONE NUMBER** +1 United States Phone Number

### 2. BILLING ADDRESS

**COUNTRY** United States of America  
**STATE / PROVINCE** Choose State / Province  
**STREET ADDRESS** Street Address  
**CITY** City  
**ZIP CODE** Zip Code

### 3. PAYMENT DETAILS

It's almost yours! We just need a few more details.



**CARDHOLDER'S NAME** (Exactly As It Appears On The Card) Cardholder First Name Complete Last Name  
**CREDIT/DEBIT CARD NUMBER** (Without Any Spaces Or Dashes) Debit/Credit Card Number  
**EXPIRATION DATE** Jan - 01 2022  
**CARD SECURITY CODE** Card Security Code [What's this?](#)



Your information is protected and SSL encrypted secure. By clicking the "Complete Reservation" button you agree to our [Terms of Service](#), [Privacy Policy](#) and [hotel room cancellation policy](#).

**COMPLETE RESERVATION**

**RESERVATIONS**  
Call Us: 855-516-1090



**THE SUTTON PLACE HOTEL VANCOUVER**

Check In: Wed, Apr 27, 2022  
 Check Out: Thu, Apr 28, 2022  
 Rooms: 1  
 Adults: 2  
 Kids: 0

**RATES FOR DELUXE ROOM, 1 KING BED (CLASSIC)**

Wed, Apr 27	\$234.19
Subtotal for 1 Rooms	\$234.19
<b>Tax, Recovery Charges &amp; Fees</b>	
Sales Tax	\$71.83
Service Fee	\$19.99
<b>TOTAL:</b>	<b>\$326.01</b>

[Apply Coupon](#)

[Room cancellation policy, hotel information and fees](#)

**Special CheckIn Instructions**  
To make arrangements for check-in please contact the property at least 72 hours before arrival using [note](#)...


Full payment will be charged to your credit card when you book this hotel. All charges in USD.

**Need help with your reservation?**  
Call us anytime  
855-516-1090



17. The price for the Room Nights as selected is displayed only at this final step as a subtotal, while taxes and service fees are added on to the total at this time.

**RESERVATIONS**  
Call Us: 855-516-1090



**THE SUTTON PLACE HOTEL  
VANCOUVER**

Check In: Wed, Apr 27, 2022  
Check Out: Thu, Apr 28, 2022

Rooms: 1  
Adults: 2  
Kids: 0

**RATES FOR DELUXE ROOM, 1  
KING BED (CLASSIC)**

Wed, Apr 27	\$234.19
Subtotal for 1 Rooms:	\$234.19
<u>Tax Recovery Charges &amp; Fees</u>	
Sales Tax:	\$71.83
<u>Service Fee</u>	\$19.99
<b>TOTAL:</b>	<b>\$326.01</b>

[Apply Coupon](#)

[Room cancellation policy, hotel information and fees](#)



18. Once the transaction is complete, the consumer receives a confirmation email that includes the details of the reservation, including the total price paid.

### ***Defendants' Misconduct***

19. The Defendants engaged in the business of offering the Reservation Services from:

- a. at least the year 2000 in the case of the Defendant Hotwire (website domain created September 29, 1994);
- b. at least the year 2014 in the case of the Defendant Reservations.com (website domain created July 23, 1996); and
- c. at least the year 2000 in the case of the Defendant Accor (website domain accor.com created February 22, 1998), previously under the website domain accorhotels.com, now redirecting to all.accor.com.

20. At all times the Defendants represented the price of a Room Night for the various hotels and other accommodations available on their websites as lower at the start of a transaction than the final price actually charged for those goods or services.

21. The Defendants' practice of adding on fees and charges at the end of the transaction, after a consumer has already selected a location and a room to stay in, amounts to fragmented pricing that contravenes the *Business Practices and Consumer Protection Act*, s 4(c)(ii).

22. The Defendants knew or ought to have known that representing the price of a Room Night in this manner would deceive Class Members about the total price of the transaction because the total price was not given the same prominence as the unit price.

23. Class Members, including the Plaintiff, suffered harms and losses in the form of the difference between the initial price displayed and the total price paid (exclusive of taxes) as a result of the Defendants' deceptive acts or practices.

24. Pleas of the deceptive acts and practices of each Defendant with respect to their provision of Reservation Services are included as Schedule A to this Notice of Civil Claim.

**Breaches of the *Business Practices and Consumer Protection Act***

25. The *BPCPA* s 4(3)(c)(ii) prohibits a supplier of goods or services from making representations about the total price of goods or services if the price of a unit or installment is given in the representation, and the total price of the goods or services is not given the same prominence. The Defendants deceived Class Members by listing a unit price for Room Nights which was not inclusive of the total price, and only at the end of a multi-stage process did the Defendants reveal the actual price of the goods or services.

**Harm to the Plaintiff and Class Members**

26. Class Members are entitled to the difference between the initially advertised price and the final invoiced price for each transaction, less lawful taxes and duties applied to the transactions.

**Part 2: RELIEF SOUGHT**

27. The Plaintiffs claim, on their own behalf and on behalf of the Class Members:
- a. damages or a restoration order under the *BPCPA*, s 172, on behalf of the Plaintiffs and Class Members and related enactments from other provinces;
  - b. punitive damages;
  - c. pre-judgment and post-judgment interest under the *Court Order Interest Act*, RSBC 1996, c 79; and
  - d. such further and other relief as this Honourable Court may deem just.

### **Part 3: LEGAL BASIS**

28. The Plaintiff and Class Members plead and rely on the *BPCPA* and related enactments in the common law provinces, *Class Proceedings Act*, 1985, c. C-34, the *Limitation Act*, SBC 2012, c 13, the *Court Order Interest Act*, RSBC 1996, c 79, the *Supreme Court Civil Rules*, and related enactments.

#### ***Business Practices and Consumer Protection Act***

29. The Defendants have breached the *BPCPA*.

30. The Plaintiff and Class Members who purchased or used the Reservation Services for purposes that are primarily personal, family or household are “consumers” within the meaning of the *BPCPA*, s 1.

31. The Reservation Services are “products” or “services” within the meaning of the *BPCPA*, s 1.

32. The Defendants are “suppliers” within the meaning of the *BPCPA*, s 1. The *BPCPA* does not require privity of contract between suppliers and consumers.

33. The sale and supply of the Reservation Services is a “consumer transaction” within the meaning of the *BPCPA*, s 1. A deceptive act or practice can occur before, during or after a consumer transaction.

34. By the conduct set out above, the Defendants have breached s 4 of the *BPCPA*. The Defendants’ actions constitute deceptive acts or practices. The Defendants knew or ought to have known that their conduct was deceptive.

35. The *BPCPA*, s 4 prohibits suppliers from engaging in deceptive acts or practices in respect of consumer transactions. Once it is alleged that a supplier committed or engaged in a deceptive act or practice, the burden of proof that the deceptive act or practice was not committed or engaged in is on the supplier.

36. In particular, in their marketing and sale of the Reservation Services, the Defendants have breached *inter alia* s 4(3)(c)(ii) by:

- a. engaging in “price fracturing” whereby the price represented to Class Members omits fees and other charges which should be included in the represented price of the goods or services provided; and
- b. representing the price of a unit (the Room Nights) for the goods or services offered, but failing to give the total price of the goods or services with at least the same prominence.

37. The Plaintiff and Class Members have an interest in the funds obtained by the Defendants as a result of the deceptive acts and practices described herein. The Plaintiff and Class Members are entitled to a restoration of those funds under the *BPCPA* s 172. In particular, the Plaintiff Tam and Class Members would have a right to make a claim for damages under the *BPCPA*, s 171.

38. Class Members resident outside of British Columbia plead and rely on *inter alia*: *Consumer Protection Act*, RSA 2000, c C-26.3 (“*Alberta CPA*”); *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2 (“*Saskatchewan CPABPA*”); *The Business Practices Act*, CCSM c B120 (“*Manitoba BPA*”); *Consumer Protection Act*, 2002, SO, c 30, Sch A (“*Ontario CPA*”); *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1 (“*Newfoundland CPABPA*”); each as amended from time to time and with regulations in force at material times, as set out at Schedule B to this Notice of Civil Claim.

### ***Joint and Several Liability***

39. Hotwire Inc and Expedia Group Inc are each jointly and severally liable for the actions and damages allocable to any of them.

40. Accor SA and Accor Canada Holdings Inc are each jointly and severally liable for the actions and damages allocable to any of them.



### ***Limitation Periods***

41. The Plaintiff or Class Members could not reasonably have known that loss or damage had occurred, that it was caused or contributed to by acts of the Defendants, or that a court proceeding would be an appropriate means to seek to remedy the injury until English-language publicity related to the Quebec class action filed in 2020 against Priceline.com and the Defendants in this action began to circulate in January of 2022.<sup>1</sup>

42. The Plaintiff and Class Members rely on the doctrines of postponement, discoverability, and fraudulent concealment per *Pioneer Corp v Godfrey* to postpone the running of the limitation period until January 1, 2024.

43. The Plaintiff and Class Members plead and rely on and the *Limitation Act*, SBC 2012, c 13, and in particular ss 8 and 21(3). In the alternative, or in addition, the Plaintiff and Class Members rely on the *Limitation Act*, SBC 2012, c 13, s 30 and the *Limitation Act*, RSBC 1996, c 266.

### ***Service***

44. The Plaintiff and Class Members have the right to serve this Notice of Civil Claim on the Defendants pursuant to the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28, s 10 (*CJPTA*), because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based.

45. The Plaintiff and Class Members rely on the following grounds, in that this action concerns:

- a. restitutionary obligations that, to a substantial extent, arose in British Columbia (*CJPTA*, s 10(f)); and
- b. a business carried on in British Columbia (*CJPTA*, s 10(h)).

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<sup>1</sup> <https://ca.topclassactions.com/lawsuit-settlements/fees/class-action-claims-priceline-others-fail-to-properly-include-taxes-fees-in-advertised-price-of-hotel-rooms/>

Plaintiff's address for service:

Slater Vecchio LLP  
1800 - 777 Dunsmuir Street  
Vancouver, BC V7Y 1K4

Fax number for service: 604.682.5197

Email address for service: service@slatervecchio.com

Place of trial: Vancouver, BC

The address of the registry is:

800 Smithe Street  
Vancouver, BC  
V6Z 2E1

Date: June 9, 2022



Signature of lawyer for plaintiff

Anthony A Vecchio QC

Saro J Turner

Sam J Jaworski

Slater Vecchio LLP

and

Mat Good

Mathew P Good Law Corporation

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION  
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The plaintiff claims the right to serve this pleading on the defendants HOTWIRE INC; EXPEDIA GROUP INC; BENJAMIN & BROTHERS LLC d/b/a RESERVATIONS.COM; ACCOR SA; and ACCOR CANADA HOLDINGS INC outside British Columbia on the ground that the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28, s 10 (*CJPTA*) applies because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based. The Plaintiff and Class Members rely on the following grounds, in that this action concerns:

- restitutionary obligations that, to a substantial extent, arose in British Columbia (*CJPTA*, s 10(f)); and
- business carried on in British Columbia (*CJPTA*, s 10(h)).

## Appendix

*[The following information is provided for data collection purposes only and is of no legal effect.]*

### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

This is a proposed class proceeding regarding deceptive price representations by hotel reservation websites.

### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

*[Check one box below for the case type that best describes this case.]*

A personal injury arising out of:

a motor vehicle accident

medical malpractice

another cause

A dispute concerning:

contaminated sites

construction defects

real property (real estate)

personal property

the provision of goods or services or other general commercial matters

investment losses

the lending of money

an employment relationship

a will or other issues concerning the probate of an estate

a matter not listed here



**Part 3: THIS CLAIM INVOLVES:**

*[Check all boxes below that apply to this case]*

a class action

maritime law

aboriginal law

constitutional law

conflict of laws

none of the above

do not know

**Part 4:**

*Limitation Act, SBC 2012, c 13, Court Order Interest Act, RSBC 1996, c 79*

## SCHEDULE A

### Particulars of the Misconduct of the Defendants

#### Hotwire

1. Hotwire owns and operates a website providing Reservation Services at [www.hotwire.com](http://www.hotwire.com).
2. Hotwire does not reveal the names of the hotels or other accommodations listed on their service, but rather provides locations, ratings, and prices for various reservation options. The advertised best price for a Room Night in the downtown core of Vancouver, British Columbia from April 27, 2022 until April 28, 2022 was listed as 43% off from \$279 per night on April 27, 2022.

The screenshot displays the Hotwire website interface. At the top, there are filters for 'All Hotels', 'Hot Rate' (Avg: \$159), and 'Standard Rate Hotels' (Avg: \$216). Below these are search filters for 'Sort by' (Best match), 'Price range' (Any), 'Hotel class' (Any), 'Amenities' (Any), 'Areas' (Any), 'Guest ratings' (Any), and 'Multimedia only' (Any). A 'More' button is visible to the right of these filters.

The main content area is divided into two columns. The left column features three hotel listings under the heading 'Deal of the day':

- Hot Rate 4.5-star Hotel** in Downtown - Coal Harbour, Convention Ctr... (1.5 mi from center). Price: \$279 (43% off). Rating: 4.6/5 (1,000 Expedia reviews).
- Hot Rate 3.5-star Hotel** in Burnaby - Metrotown, Parks area (2.4 mi from center). Price: \$152 (46% off). Rating: 4.0/5 (1,201 Expedia reviews).
- Hot Rate 3.5-star Hotel** in Downtown - Shopping, Dining, & Entertainment (1.5 mi from center). Price: \$217 (36% off). Rating: 4.2/5 (1,425 Expedia reviews).

The right column shows a map of Vancouver and surrounding areas, including Burnaby, Richmond, and Sea Island. A red box on the map highlights the downtown core area. The map includes various landmarks and parks, and a search prompt: 'Select areas on the map to filter your search.'

At the bottom of the page, there is a 'Save more when you sign in!' banner with an 'Unlock now' button.

3. When the hotel listed as 43% off from \$279 per night is selected, a new price of \$159 per night is presented to the consumer.

**Hot Rate** TRENDY

**4.5-star Hotel in Downtown - Coal Harbour, Convention Center, & Stanley Park area**

**4.6/5 Wonderful!** (1,000 Expedia reviews)

Free internet

**4.5-star hotel** **43% off**

~~\$279~~ **\$159** /night

Non-refundable rate

[Price details](#)

**Reserve**

It only takes 2 minutes

**Book soon!**  
Hurry, only 1 room left!

**What's the name of the hotel?**  
We partner with hotels to give you deeper discounts than standard rates. Hot Rate Hotel names are revealed once you book.

Hotels in our 4.5-star collection include

MERIDIEN INTERCONTINENTAL HOTELS & RESORTS THE LUXURY COLLECTION S OFITEL

Plus, other brands and independents.


What's this hotel's class rating? ★★★★★ [Hotel class guide](#)

**Price checker**  
Save \$120 per night with this Hot Rate Hotel!




**Hot Rate** **\$159**

Retail Price \$279

4. However, when the consumer attempts to complete the reservation, they are presented with a total price significantly in excess of the advertised price. In the case of the reservation above, the consumer is initially presented with a price of \$159 per night (43% off from \$279 per night), but the total cost of the room is \$206.47 due to \$47.47 in undisclosed taxes and fees. This is a premium of approximately 30% above the advertised price of the room.

 **Low price guarantee**

### Price summary


 <b>Hot Rate Savings</b>	<b>43% off</b>
Average room price per night	<del>\$279.41</del>
Your room price per night	<b>\$159.00</b>
1 room x 1 night	\$159.00
Taxes & fees 	\$47.47
<small>The taxes are tax recovery charges Hotwire pays to its vendors (e.g. hotels); for details, please see our Terms of Use. We retain our service fees as compensation in servicing your travel reservation.</small>	
Enter coupon code 	
<b>Due now (USD)</b>	<b>\$206.47</b>

### **Reservations.com**

5. Reservations.com owns and operates a website providing Reservation Services at [www.reservations.com](http://www.reservations.com) .

6. The advertised best price for a Room Night at the Sutton Place Hotel Vancouver in Vancouver, British Columbia from April 27, 2022 until April 28, 2022 was listed as \$234 per night on April 27, 2022.

Vancouver, BC, Canada      April 27, 2022-April 28, 2022      1 Room

Distance	Star Rating	Price	Promo
<a href="#">VIEW MAP</a> 10 OF 78 TOP RATING	 <p><b>THE SUTTON PLACE HOTEL - VANCOUVER</b>            ★★★★★            845 Burrard St, Vancouver, BC V6Z2K6 - 0.091 miles            Call 855-516-1090</p> <p><b>4.5</b> Excellent            2,613 reviews</p>	<p><b>\$234 / night</b></p>	<p><b>RESERVE</b></p>

7. When the Sutton Place Hotel Vancouver was selected from the list of available hotels, a Deluxe Room, 1 King Bed (Classic) was listed as a room option for \$234 per night at this location.

### ROOM TYPES & RATES

Check in: Wednesday, 4/27/2022 | Check Out: Thursday, 4/28/2022  
 Rooms: 1 | Adults: 2 | Kids: 0



**DELUXE ROOM, 1 KING BED (CLASSIC)**

\* **Jackpot!** One of the best rates available for the dates you selected.

[View room details, amenities & policies](#)

**\$234 / night**


**RESERVE**

Just 8 rooms left at this low rate!



8. However, when the consumer attempts to complete the reservation, they are presented with a total price significantly in excess of the advertised price. In the case of the Sutton Place Hotel in Vancouver, the one night stay listed as \$234 per night has a final price of \$326.01, which includes a \$71.83 (30.5%) “Sales Tax”, and a \$19.99 “Service Fee”. This is a premium of approximately 40% above the advertised price of the room.

**RESERVATIONS**  
 Call Us: 855-516-1090



**THE SUTTON PLACE HOTEL  
 VANCOUVER**

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Check In:	Wed, Apr 27, 2022
Check Out:	Thu, Apr 28, 2022
Rooms:	1
Adults:	2
Kids:	0

**RATES FOR DELUXE ROOM, 1  
 KING BED (CLASSIC)**

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Wed, Apr 27	\$234.19
Subtotal for 1 Rooms:	\$234.19
<u>Tax Recovery Charges &amp; Fees</u>	
Sales Tax:	\$71.83
Service Fee	\$19.99
<b>TOTAL:</b>	<b>\$326.01</b>

**Accor**

9. Accor owns and operates a website providing Reservation Services at [all.accor.com](http://all.accor.com).

10. The advertised best price for a Room Night at the Fairmont Pacific Rim in Vancouver, British Columbia from April 27, 2022 until April 28, 2022 was listed as \$449 per night on April 27, 2022.

**All ACCOR LIVE LIMITLESS**

Vancouver, BC, Canada | April 27, 2022 - April 28... | 1 Room - 1 adult | Special rates

**Filters** | 5 PROPERTIES CLOSE TO YOUR SEARCH | [See map](#) | [Sort: Distance](#)

**Price range (CAD)**  
 min. Price: 199 | max. Price: 450  
 Total price (1 adult for 1 room for 1 night)

**Our brands**  
 Fairmont | MGallery

**Guest rating**  
 5/5 only | From 4/5 | From 3/5 | From 2/5

**Star rating**  
 5★ (100%) | 4★ (100%)

**Access to property**  
 Filter

---

**Hotel Belmont Vancouver MGallery \*\*\*\***  
 Hotels - 0.4 km from your search  
 See photos | [Open rate calendar](#)  
 Rate from (1)  
**CA\$199**  
 For 1 night | 1 adult  
[Choose a room](#)

**Fairmont Pacific Rim \*\*\*\*\***  
 Hotels - 0.7 km from your search  
 See photos | [Open rate calendar](#)  
 Breakfast included  
 Rate from (1)  
**CA\$449**  
 For 1 night | 1 adult  
[Choose a room](#)

**Fairmont Waterfront \*\*\*\***  
 Hotels - 0.7 km from your search  
 See photos | [Open rate calendar](#)  
 Rate from (1)  
**CA\$315**  
 For 1 night | 1 adult  
[Choose a room](#)

11. When the Fairmont Pacific Rim was selected from the list of available hotels, a Fairmont Room King was listed as a room option for \$449 per night at this location.



Fairmont Room King

maximum : 2 adults 37 m<sup>2</sup>/398 ft<sup>2</sup>

Rate from(1)

Breakfast Included

CA\$449.00

For 1 night | 1 adult

Select a rate

12. However, when the consumer attempts to complete the reservation, they are presented with a total price significantly in excess of the advertised price. In the case of the Fairmont Pacific Rim, the one night stay listed as \$449 per night has a final price of \$527.58, which includes a \$71.83 (16%) listed as “taxes” and a \$6.74 listed as “fees”. This is a premium of approximately 17% above the advertised price of the room.

Your Stay

FAIRMONT PACIFIC RIM

April 27, 2022 → April 28, 2022

1 night

1 adult

ROOM	CA\$449.00
TAXES	CA\$78.58

[See cart details](#)

TOTAL (fees and taxes included) **CA\$527.58**

Confirm

## SCHEDULE B

### Alberta

1. The Defendants have breached the *Alberta CPA*. The Class Members in Alberta are "consumers" within the meaning of the *Alberta CPA*, s 1. The hotel reservations are "goods" or "services" within the meaning of the *Alberta CPA*. The Defendants are each a "supplier" within the meaning of the *Alberta CPA*. The online reservation of hotels or other accommodation is a "consumer transaction" within the meaning of the *Alberta CPA*.

2. By reason of the Defendants' conduct, the Defendants have breached the *Alberta CPA*, ss 5-6. The Defendants' actions constitute unfair practices. As a result of the Defendants' breaches of the *Alberta CPA* the Class Members in Alberta are entitled to an award of damages including those provided for under the *Alberta CPA*, s 7(1), or alternatively, restitution under the *Alberta CPA*, s 7(3).

3. The Defendants cannot rely on any arbitration clause, if any such clause exists, due to the *Alberta CPA* s 16, which invalidates any such clause between a "supplier" and a "consumer" in respect of a "consumer transaction", rendering it void and unenforceable.

### Saskatchewan

4. The Defendants have breached the *Saskatchewan CPABPA*. The Class Members in Saskatchewan are "consumers" within the meaning of the *Saskatchewan CPABPA*, s 2. The hotel reservations are "goods" or "services" within the meaning of s 2 of the *Saskatchewan CPABPA*. The Defendants are each a "supplier" within the meaning of s 2 of the *Saskatchewan CPABPA*.

5. By reason of the Defendants' conduct, the Defendants have breached the *Saskatchewan CPABPA*, ss 6-9. The Defendants' actions constitute unfair practices. As a result of the Defendants' breaches of the *Saskatchewan CPABPA* the Class Members in Saskatchewan are entitled to an award of damages, including those provided for

under s 28 of the *Saskatchewan CPABPA*, or alternatively, restitution under the *Saskatchewan CPABPA*, s 93.

6. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to the *Saskatchewan CPABPA* s 101, which invalidates any such clause or waiver rendering it void.

### **Manitoba**

7. The Defendants have breached the *Manitoba BPA*. The Class Members in Manitoba are "consumers" within the meaning of the *Manitoba BPA*, s 1. The hotel reservations are "goods" within the meaning of the *Manitoba BPA*. The Defendants are each a "supplier" within the meaning of the *Manitoba BPA*. The Defendants engaged in "unfair business practices" within the meaning of the *Manitoba BPA*.

8. By reason of the Defendants' conduct, the Defendants have breached the *Manitoba BPA*, ss 2-8. The Defendants' actions constitute unfair business practices. As a result of the Defendants' breaches of the *Manitoba BPA* the Class Members in Manitoba are entitled to an award of damages, including those provided for under the *Manitoba BPA*, ss 23 and 24.

9. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to the *Manitoba BPA* s 28, which invalidates any such clause or waiver rendering it void.

### **Ontario**

10. The Defendants have breached the *Ontario CPA*. Class Members in Ontario are "consumers" within the meaning of the *Ontario CPA*, s 1. The hotel reservations are "goods" or "services" within the meaning of the *Ontario CPA*. The Defendants are each a "supplier" within the meaning of the *Ontario CPA*. The online reservation of hotels or other accommodation is a "consumer transaction", and involves a "consumer agreement" within the meaning of the *Ontario CPA* in the form of the booking. The

Defendants made “representations” about the price of hotel reservations within the meaning of the *Ontario CPA*.

11. By reason of the Defendants' conduct, the Defendants have breached the *Ontario CPA*, ss 14 and 17. The Defendants' actions constitute unfair business practices. As a result of the Defendants' breaches of the *Ontario CPA* the Class Members in Ontario are entitled to an award of damages, including those provided for under the *Ontario CPA*, s 18, or alternatively, restitution under the *Ontario CPA*, s 117.

12. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to the *Ontario CPA* ss 7 and 8, which provides the right to begin or be a member of a class proceeding in respect to a consumer agreement and invalidates any clause or waiver that seeks to limit this right.

### **Newfoundland**

13. The Defendants have breached the *Newfoundland CPABPA*. The Class Members in Newfoundland are "consumers" within the meaning of the *Newfoundland CPABPA*, s 2. The hotel reservations are "goods" or “services” within the meaning of the *Newfoundland CPABPA*. The Defendants are "suppliers" within the meaning of the *Newfoundland CPABPA*. The online reservation of hotels and other accommodation is a “consumer transaction” within the meaning of the *Newfoundland CPABPA*.

14. By reason of the Defendants' conduct, the Defendants have breached the *Newfoundland CPABPA*, ss 7 and 9. The Defendants' actions constitute unfair business practices. As a result of the Defendants' breaches of the *Newfoundland CPABPA*, the Class Members in Newfoundland are entitled to an award of damages, including those provided for under the *Newfoundland CPABPA*, s 10.

15. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to the *Newfoundland CPABPA* s 3, which invalidates any such clause or waiver rendering it void.