

CANADA
 PROVINCE OF QUEBEC
 DISTRICT OF MONTREAL

SUPERIOR COURT
 (CLASS ACTIONS)

NO.: 500-06-

ILDIKO FULLER HORVATH,

[REDACTED]

Applicant

v.

AIR CANADA, legal person having its head office at 7373 Côte-Vertu Boulevard West, Saint-Laurent, in the District of Montreal, Province of Quebec, H4S 1Z3

Defendant

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO
 APPOINT THE APPLICANT AS REPRESENTATIVE PLAINTIFF
 (Articles 571 and following C.C.P.)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
 PRACTICE DIVISION IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANT
 RESPECTFULLY SUBMITS AS FOLLOWS:**

**1. The Applicant, ILDIKO FULLER HORVATH, wishes to institute a class action
 against the Defendant, AIR CANADA, on behalf of the natural persons forming
 part of the class described below, of which she is herself a member:**

- A) "Main Class: All passengers who were aboard Air Canada Flight AC774, operated on July 9, 2026, between Los Angeles (California) and Montreal (Quebec), which experienced a runway excursion while landing at Montréal–Trudeau International Airport (YUL), as well as any other person whom the Court considers appropriate to include in the class description.";
- B) "Temporary or Permanent Bodily Injury" Subclass: All members of the Main Class who sustained bodily injury as a result of the occurrence or the disembarkation

operations, including those who suffered psychological consequences causally related to that occurrence;

- C) “Delay” Subclass: All members of the Main Class whose arrival at the final destination indicated on their ticket was delayed as a result of the occurrence;

2. The facts that would give rise to an individual action by the Applicant against the Defendant are as follows:

PRESENTATION OF THE CLASS ACTION THAT THE APPLICANT WISHES TO INSTITUTE

2.1 The Applicant wishes to institute a class action in damages against the Defendant on behalf of the Main Class and the subclasses described above, by reason of:

- A) the lateral excursion beyond the paved surface experienced by Flight AC774 on July 9, 2026, after it landed at Montréal–Trudeau International Airport;
- B) the treatment of the passengers during and after the occurrence, particularly with respect to the information communicated, the assistance provided, the duration and conditions of their wait on board, and their disembarkation;
- C) the delays caused by the occurrence, including the prolonged delay of Flight AC774 and the twenty-four (24)-hour delay experienced by the Applicant, her family members and the other persons forming part of the subclass in arriving at their final destination;
- D) the bodily injuries and resulting psychological consequences, as well as the pecuniary and moral damages caused by the delay, according to the circumstances of each member and subclass;

ROLE OF THE DEFENDANT AIR CANADA

2.2 The Defendant is a legal person operating a commercial air transportation business, offering, inter alia, flights between the United States, Canada and Europe, including Flight AC774 connecting Los Angeles and Montreal, as appears from the statement of information for a legal person in the enterprise register filed herewith as **EXHIBIT R-1**;

- 2.3 In that capacity, the Defendant was required toward its passengers to ensure the safe operation of the aircraft during landing, taxiing and disembarkation operations, to transport them to their destination in accordance with the agreed itinerary and schedule, and to provide them with the required assistance in the event of a disruption;
- 2.4 Tickets for flights operated by the Defendant could be purchased directly from it or through travel agencies and booking platforms, including Chase Travel, through which Loyalty Travel Agency LLC, an affiliate of cxLoyalty Inc., provides travel booking and arrangement services;
- 2.5 On July 9, 2026, the Defendant operated Flight AC774 under its own name and banner;

THE APPLICANT'S SITUATION

Booking and Payment for the Trip

- 2.6 On April 24, 2026, the Applicant booked with the Defendant, through Chase Travel/Loyalty Travel Agency LLC, a round trip between Los Angeles and Barcelona via Montreal for herself and four members of her family, namely her husband, Gyula Horvath, and their three children, Diana Horvath, Clarissa Livia Horvath and Bence William Horvath, as appears from the booking confirmation and travel itinerary filed herewith as **EXHIBIT R-2**;
- 2.7 This booking, bearing airline confirmation number B65LA3, provided for a total cost of US\$7,925.65, of which US\$7,586.33 was charged to the Applicant's Visa card ending in 4782, the balance having been paid using 27,146 Chase loyalty points, as appears from the Chase Sapphire Reserve credit card statement filed herewith as **EXHIBIT R-3**;
- 2.8 The planned itinerary included, inter alia, Flight AC774, departing from Los Angeles (LAX) on July 9, 2026, at 8:15 a.m., with scheduled arrival in Montreal (YUL) at 4:38 p.m., followed by connecting Flight AC822 to Barcelona (BCN), scheduled to depart from Montreal at 6:35 p.m. that same day, with scheduled arrival at the final destination in Barcelona on July 10, 2026, at 8:00 a.m., as appears from the booking confirmation and travel itinerary already filed herewith as Exhibit R-2;

- 2.9 The Applicant and her family members each held an individual electronic ticket and an assigned seat on Flight AC774, as appears from the boarding passes issued for Flight AC774 of July 9, 2026, filed herewith as **EXHIBIT R-4**;

The Runway Excursion of Flight AC774

- 2.10 On July 9, 2026, the Applicant, her husband and their three children boarded Flight AC774, operated using a Boeing 737-8 MAX, departing from Los Angeles and bound for Montreal;
- 2.11 While landing in Montreal at approximately 4:00 p.m., as soon as the aircraft's wheels touched the runway at Montréal–Trudeau International Airport, the aircraft suddenly veered to the right and then, a few seconds later, slid violently to the left while shaking severely, before ultimately leaving the runway surface and coming to a stop in the adjacent dirt and grass;
- 2.12 During this manoeuvre, the aircraft was shaken violently, throwing the Applicant and her family members forward and to the side, such that they had to hold onto the seats in front of them to avoid being thrown farther forward;
- 2.13 Immediately after these movements, an odour of burnt rubber spread throughout the cabin and several passengers shouted, "Fire! Fire! Fire!", while the Applicant was sincerely convinced that she and her family were going to die;
- 2.14 During the occurrence, the Applicant's husband, Gyula Horvath, violently struck his arm against the armrest during the impact, while the Applicant, her husband and their three children shook uncontrollably, as appears from the photograph of Mr. Gyula Horvath's arm filed herewith as **EXHIBIT R-5**;
- 2.15 The Applicant and her family members were all thrown forward and to the side, and their seat belts exerted significant pressure on each of their abdominal regions;
- 2.16 The Applicant also observed that other passengers appeared to be injured, in pain or in a state of shock and heard some of them report injuries or request medical assistance;
- 2.17 After what seemed to them like an eternity, the aircraft came to a stop in the dirt and grass along the edge of the runway, this occurrence constituting the most terrifying experience lived by the Applicant and her family members;

The Wait on Board the Aircraft and the Failure to Provide Assistance

- 2.18 After the aircraft came to a stop, no emergency evacuation or other disembarkation procedure was undertaken immediately, such that the Applicant and her family members were forced to remain on board for approximately three hours before the steps and instructions for disembarking the passengers began;
- 2.19 Throughout this waiting period, water was distributed to them only once and in an insufficient quantity while the cabin was hot and stifling and ventilation was inadequate, which increased their discomfort and fatigue to the point that the Applicant and her family members felt as though they were suffocating and were about to lose consciousness;
- 2.20 During this wait, the Defendant provided no formal, clear, regular and organized communication regarding the situation, the reason for the delay, the measures taken and the steps contemplated for disembarkation, such that the Applicant and her family members remained for an extended period without specific news as to what would happen next;
- 2.21 The Applicant and her family members were not transported to the terminal until after 7:00 p.m., more than three hours after the landing at approximately 4:00 p.m. and the aircraft's immobilization beyond the paved surface;

Disembarkation

- 2.22 Only after approximately three hours of waiting were the Applicant and her family members able to leave the aircraft through the rear door using mobile stairs, in a lengthy and trying row-by-row process;
- 2.23 The Applicant and her family members then had to walk without physical assistance on a wet and slippery surface before boarding a bus, where they remained for approximately thirty minutes before being taken to the terminal, thereby prolonging their discomfort, fatigue and uncertainty as to what would happen next;
- 2.24 Upon their arrival at the terminal, a representative of the Defendant greeted the Applicant and her family members but did not provide them with any explanation as to the cause of the occurrence and merely informed them that they would receive an email concerning their connection;
- 2.25 Once directed to the terminal to find out what would happen next, the Applicant and her family had to wait in line for an additional hour, without anyone being able to tell them when they would be able to fly to Barcelona;

- 2.26 It was only after several interventions and insistence on the part of the Applicant with the staff at the airport's customer service counter, who were initially unfriendly and uncooperative towards the Applicant, that the family finally obtained, in person, confirmation of the details of their flight for the following day;
- 2.27 No medical or psychological assistance was offered to the Applicant or her family members at the terminal, no incident or injury report form was offered to them, and they were given no instructions regarding a medical consultation, resources that could assist them or the preservation of evidence;
- 2.28 The Applicant and her family members, like the other passengers aboard the aircraft, were exposed to the same occurrences during landing and to the same general conditions of waiting, communication, disembarkation and care described above;

The 24-Hour Delay of the Connecting Flight to Barcelona

- 2.29 Because of the Defendant's failures to comply with its safety obligations in operating the aircraft during landing, the Applicant and her family members missed their connecting Flight AC822, scheduled to depart from Montreal on July 9, 2026, at 6:35 p.m. for Barcelona;
- 2.30 The Defendant rerouted the Applicant and her family members onto Flight AC822 the following day, namely July 10, 2026, at 6:35 p.m., with scheduled arrival in Barcelona on July 11, 2026, at 8:00 a.m., whereas their original arrival at destination was scheduled for July 10, 2026, at 8:00 a.m., thereby postponing their arrival at their final destination by twenty-four (24) hours, as appears from the emails and rerouting cards for Flight AC822 of July 10, 2026, filed collectively herewith as EXHIBIT R-6;
- 2.31 The Defendant sent an individualized email to the Applicant as well as to each member of her family, informing them that the modification to their itinerary applied to all passengers on their booking, as appears from the rebooking emails filed collectively as EXHIBIT R-6;
- 2.32 The Applicant and her family members, like the other members of the "Delay" Subclass, actually arrived at their respective final destinations after the arrival times indicated on their tickets, the Applicant and her family members having arrived at their final destination in Barcelona on July 11, 2026, at approximately 8:00 a.m.;

LOSSES AND DAMAGES SUSTAINED

A) Bodily Injuries—Article 17 of the Montreal Convention

The Applicant Ildiko Fuller Horvath

- 2.33 Two days after the sudden deceleration caused by the runway excursion that occurred on July 9, 2026, namely on July 11, 2026, the Applicant went to a pharmacy in Barcelona and purchased pain-relief cream and medication;
- 2.34 Indeed, during that same period, the Applicant developed stiffness in both shoulders, tension in the upper back, muscle spasms, back pain and headaches, symptoms that persisted at the time of her medical consultation on July 31, 2026, and that interfere in particular with the performance of her work as a school principal when using a computer for prolonged periods, as appears from the Applicant's medical record filed herewith as **EXHIBIT R-7**;
- 2.35 During that medical consultation, the physician also noted that the Applicant was experiencing an acute stress reaction and indicated that post-traumatic stress disorder should be considered because of the traumatic occurrence and the Applicant's ongoing distress, including persistent anxiety, sleep disturbances and generalized trembling, as appears from the Applicant's medical record already filed herewith as Exhibit R-7;
- 2.36 The physician prescribed the Applicant, inter alia, naproxen, a muscle relaxant and Atarax to treat her pain, anxiety and sleep disturbances, in addition to recommending that she apply heat and ice to her back and neck, consult a therapist or trauma counsellor, and follow up with her family physician, as appears from the Applicant's medical record already filed herewith as Exhibit R-7;
- 2.37 Indeed, despite the time that has elapsed since the occurrence, the Applicant continues to experience the resulting physical and psychological symptoms, which continue to affect her daily life and the performance of her work, particularly due to her sleep disturbances, anxiety, pain and muscle tension;
- 2.38 The Applicant's symptoms interfered with her ability to perform her duties as a school principal and caused her to miss two half-days of work because of severe back and neck pain and headaches, the resulting pecuniary loss, if any, remaining to be determined;
- 2.39 The Applicant has also incurred and will continue to incur costs related to medical consultations, prescribed medications, treatments and follow-ups required because of the injuries and symptoms arising from the occurrence, the total amount of which remains to be determined;

- 2.40 The Applicant asks the Court to award her, by reason of the bodily injuries sustained and the resulting psychological consequences, reimbursement of her medical and pharmaceutical expenses and the expenses reasonably required for necessary treatments and follow-ups, as well as, where applicable, compensation for lost income resulting from lost working time or reduced capacity to work, and for any other pecuniary consequence directly related to the injuries sustained, the amount of which remains to be supplemented;

Mr. Gyula Horvath and the Applicant's Three Children

- 2.41 Following this traumatic occurrence, the Applicant's husband, Gyula Horvath, violently struck his left forearm against the armrest during the impact, causing significant bruising that remained tender to the touch in the days following the occurrence, as appears from the photograph already filed herewith as Exhibit R-5;
- 2.42 The photograph of Mr. Gyula Horvath's left forearm shows significant bruising that appeared following the shock sustained during the runway excursion and thereby corroborates the physical injury he sustained during the occurrence, as appears from the photograph already filed herewith as Exhibit R-5;
- 2.43 Following the occurrence, Mr. Gyula Horvath also suffered persistent lower-back pain, sleep problems and anxiety, which symptoms were reported during his medical consultation on July 20, 2026, as appears from Mr. Gyula Horvath's medical record filed herewith as **EXHIBIT R-8**;
- 2.44 During that consultation, the physician noted, inter alia, the bruise on the left forearm and found lower-back pain and a probable strain or sprain, as appears from Mr. Gyula Horvath's medical record already filed herewith as Exhibit R-8;
- 2.45 During that same consultation, Mr. Gyula Horvath also reported the onset, since the occurrence, of sleep disturbances and anxiety, and the physician noted, inter alia, a diagnosis of insomnia, as appears from Mr. Gyula Horvath's medical record already filed herewith as Exhibit R-8;
- 2.46 The physician prescribed Mr. Gyula Horvath, inter alia, naproxen, cyclobenzaprine and acetaminophen to treat his pain, as well as hydroxyzine for his sleep disturbances and anxiety, as appears from Mr. Gyula Horvath's medical record already filed herewith as Exhibit R-8;
- 2.47 Indeed, despite the time that has elapsed since the occurrence, Mr. Gyula Horvath continues to experience the physical and psychological symptoms that appeared following it, including lower-back pain, sleep disturbances and anxiety, which continue to affect his daily life;

- 2.48 Following the event, the Applicant's three children, namely Diana, Clarissa Livia and Bence Horvath, also presented symptoms and physical manifestations directly related to the incident of July 9 last;
- 2.49 Diana Horvath already had a fear of flying prior to the event, which has since considerably worsened to the point of developing severe anxiety, and during the family's return trip, her distress was such that she began vomiting into a trash can;
- 2.50 Since then, Diana Horvath experiences an intense fear of flying and believes she is no longer able to fly, a situation that is of particular concern to her professionally since her employment sometimes requires business travel and she fears that this inability could cause her to lose her job, as appears notably from the medical report of Diana Horvath, filed as **EXHIBIT R-9**;
- 2.51 Since the event, Clarissa Livia Horvath also experiences several difficulties, notably sleep disturbances, an intense fear of flying, as well as back pain, as appears notably from the medical report of Clarissa Livia Horvath, filed as **EXHIBIT R-10**;
- 2.52 Since the event, Bence Horvath is also terrified at the idea of flying, has nightmares, experiences difficulty sleeping and suffers from back pain, as appears notably from the medical report of Bence Horvath, filed as **EXHIBIT R-11**;

The Other Class Members

- 2.53 The Applicant also observed that some of the passengers whom she could see during the occurrence were thrown violently forward and to the side, demonstrating the magnitude of the deceleration experienced and the physical forces to which the occupants of the aircraft were then subjected;
- 2.54 This sudden and violent deceleration was capable of causing a reflexive and involuntary muscular response in the passengers subjected to it, including a sudden contraction of the muscles of the arms, shoulders, neck and upper back resulting from an instinctive reaction to protect and stabilize the body in the face of an unexpected occurrence, although each member must establish the existence, nature and causal connection of his or her own injury;
- 2.55 Such an injury mechanism is recognized as being capable of causing the delayed onset of certain symptoms following the sudden muscular effort that caused them, as was the case in particular for the Applicant and Mr. Gyula Horvath and could also be the case for other class members;
- 2.56 Indeed, the sudden deceleration caused by the runway excursion is objectively capable of causing various injuries or physical manifestations in passengers, including neck pain and stiffness, muscle tension and spasms, pain in the shoulders,

back, rib cage or abdominal region, contusions, headaches, dizziness, nausea, paresthesia and functional limitations, each member being required to establish the nature, existence and causal connection of his or her own injuries;

- 2.57 Moreover, following the runway excursion, the Applicant and the passengers were forced to remain in a seated and relatively rigid position for nearly three hours, a circumstance that was capable of contributing to the persistence or aggravation of muscle tension, spasms, upper-back pain and headaches that may have developed following the incident;
- 2.58 Moreover, during the runway excursion and the aircraft's sudden stop, the passengers were subjected to significant and sudden deceleration while restrained by their seat belts and while their bodies tended to continue moving forward because of inertia;
- 2.59 This sudden deceleration had the effect, inter alia, of throwing the occupants forward and placing significant strain on their seat belts, which were the principal means of restraining the passengers' bodies when the aircraft stopped;
- 2.60 In such circumstances, the contact and pressure exerted by the seat belt on the chest, abdomen, pelvis and the body regions restrained by it were capable of causing physical injuries, including contusions, bruising, muscle pain, soft-tissue pain and other injuries resulting from the deceleration forces experienced by the passengers;
- 2.61 In light of the foregoing, the Applicant claims from the Defendant an amount to be determined according to the evidence as compensatory damages for the bodily injuries sustained and the resulting psychological and pecuniary consequences, all in accordance with the conditions and limits provided for by the Montreal Convention, including the liability threshold of 151,880 Special Drawing Rights per passenger, corresponding to CA\$289,026 per passenger as of August 12, 2026, subject to the conversion applicable on the date of judgment in accordance with Article 23 of the Montreal Convention;
- 2.62 The Applicant files as **EXHIBIT R-12** an excerpt from the table entitled Currency Units per SDR for August 2026, published by the International Monetary Fund, establishing that as of August 12, 2026, one Special Drawing Right was equivalent to CA\$1.902990;
- 2.63 The Applicant therefore asks the Court to order the individual recovery of the claims of the Applicant, Mr. Gyula Horvath and each member of the class and subclasses, such that the compensation owed to each person is assessed and liquidated separately according to the nature, seriousness and personal and individual

consequences of the damage sustained by that person, all according to the evidence and the terms to be determined subsequently by the Court in accordance with Articles 599 and 600 of the Quebec Code of Civil Procedure;

B) Damage Resulting from Delay—Article 19 of the Montreal Convention

Pecuniary Damage

2.64 Because of the missed connection, the Defendant assumed the cost of one night's hotel accommodation in Montreal for the night of July 9, 2026; however, this measure did not compensate for the loss of the night already booked in Barcelona or the other additional expenses incurred by the Applicant and her family members during the delay;

2.65 Indeed, because of the twenty-four (24)-hour delay in arriving at their final destination, the Applicant and her family members lost one night in Barcelona that had previously been booked and paid for with Apartments Ramblas 108, representing damage of US\$399, subject to confirmation of the applicable currency on the credit card statement, as appears from the Hotels.com receipt filed herewith as **EXHIBIT R-13**;

2.66 In consideration of the foregoing, the Applicant claims from the Defendant, for herself and on behalf of each passenger member of the class who sustained pecuniary damage because of the delay, payment of compensatory damages in an amount to be determined individually according to the evidence of each person's personal damage, including, for the Applicant, the loss of the night in Barcelona valued at US\$399 and, for the other class members, any loss or expense directly related to the delay;

Non-Pecuniary Damage

2.67 Because of the delay caused by the occurrence, the Applicant and the passengers were delayed in arriving at their final destination, which significantly disrupted their trip;

2.68 The circumstances related to the delay caused the Applicant and the passengers non-pecuniary damage arising directly from the delay and the conditions under which it continued, which manifested itself in particular as significant trouble and inconvenience, marked discomfort, increased fatigue, uncertainty, apprehension,

anxiety, fear, distress, a sense of vulnerability, dismay and abandonment, loss of enjoyment of the trip and interference with their peace of mind, sense of safety and the quality of their planned stay;

- 2.69 Indeed, the prolonged wait, the absence of organized communications and the lack of information regarding the reason for the delay and the measures taken caused the Applicant and the passengers a period of uncertainty, anxiety, fear and apprehension concerning their safety and what would happen next;
- 2.70 The absence of adequate care and support following the aircraft's immobilization, combined with the lack of formal communications and the absence of sufficient water, heightened the trouble, inconvenience, discomfort, fatigue, anxiety and sense of vulnerability experienced by the Applicant and the passengers;
- 2.71 The lack of physical and psychological support of which the Applicant and the passengers were deprived following the occurrence, particularly on board the aircraft and at the terminal, also contributed to leaving them in a state of vulnerability and dismay, giving them the feeling that they had been left on their own;
- 2.72 All of these circumstances and deficiencies related to the delay caused the Applicant and the passengers non-pecuniary damage arising directly from it;
- 2.73 The non-pecuniary damage described in the preceding paragraphs is claimed under Article 19 of the Montreal Convention and remains distinct from the bodily injuries, pain, symptoms, functional limitations and psychological consequences of a clinical nature attributable to the deceleration or runway excursion, which are the subject of a separate claim based on Article 17 of the Montreal Convention;
- 2.74 In light of the foregoing, the Applicant claims from the Defendant, for herself and for each class member, an amount to be determined according to the evidence as compensatory damages for the non-pecuniary damage arising from the delay, including, in particular, trouble and inconvenience, discomfort, fatigue, uncertainty, anxiety, fear, distress and feelings of vulnerability, dismay and abandonment, all in accordance with the conditions and limits provided for by Article 19 of the Montreal Convention;
- 2.75 The Applicant therefore asks the Court to order the collective recovery of the claims relating to the non-pecuniary damage sustained by the Applicant and each class member, up to the limit of 6,303 Special Drawing Rights per passenger, namely the sum of \$11,995 ($6,303 \times 1.902990 = 11,994.55$) per passenger, given the common and objectively shared nature of the conditions of waiting and care and the resulting non-pecuniary consequences, and to establish the total amount of those claims according to the evidence and the number of class members, all in accordance with Articles 595 et seq. of the Code of Civil Procedure of Quebec and in accordance with the distribution terms to be determined subsequently by the Court;

THE DEFENDANT'S LIABILITY

- 2.76 At the time of the events, the Defendant was an “air carrier” within the meaning of the Carriage by Air Act and, in that capacity, was subject to an obligation of result, particularly with respect to compliance with the agreed schedule and the carriage of passengers to their final destination;
- 2.77 Moreover, the Defendant was subject to an obligation of result with respect to the safety of carriage, that obligation arising both from the liability regime established by Article 17 of the Montreal Convention and from the general obligation incumbent upon every air carrier to ensure that the aircraft it operates are airworthy and may be operated safely;
- 2.78 However, the Defendant did not fully and adequately perform the services and benefits provided for in the tickets of the Applicant and the class members, particularly with respect to the safety of carriage, compliance with the agreed schedule, their carriage to their final destination under suitable conditions, and compliance with the applicable standards of treatment, information and assistance throughout the period of carriage, thereby engaging its liability toward them;
- 2.79 To the Applicant's knowledge, no communication from the Defendant attributed the incident to weather conditions, the condition of the surface, air traffic control or any other external circumstance, the information made public referring only to a detailed inspection of the aircraft and the conduct of an investigation, without providing further information as to the cause of the incident;
- 2.80 The email sent by the Defendant's Customer Relations department on July 10, 2026 describes the circumstances surrounding Flight AC774 as a “difficult situation” without identifying the cause of the occurrence or attributing it to an external circumstance, while expressly stating that the communication did not constitute a response to an existing case or claim with Air Canada, as appears from the email filed as **EXHIBIT R-14**;
- 2.81 On July 10, 2026, the Defendant sent the Applicant, as well as Bence Horvath, Gyula Horvath, Diana Horvath and Clarissa Livia Horvath, an eCoupon worth CA\$500 each that could be used to purchase future services from Air Canada, Air Canada Express or Air Canada Rouge, as appears from the emails dated July 10, 2026, granting a CA\$500 eCoupon, filed collectively as **EXHIBIT R-15**;

- 2.82 The Applicant and all members of her family did not accept nor use any of the eCoupons sent, did not enter into any settlement and did not sign any release or waiver in respect of the rights and remedies she intends to exercise against the Defendant;
- 2.83 The aircraft's lateral excursion beyond the paved surface, which occurred on July 9, 2026, constitutes an accident within the meaning of Article 17 of the Montreal Convention, engaging the Defendant's liability in respect of damage resulting from the bodily injuries arising therefrom and, in accordance with paragraph 1 of Article 21 of the Montreal Convention, the Defendant cannot exclude or limit its liability in respect of damage not exceeding 151,880 Special Drawing Rights per passenger, corresponding to approximately CA\$289,026 ($151,880 \times 1.902990 = 289,026.12$, rounded to CA\$289,026) per passenger as of August 12, 2026;
- 2.84 In light of the foregoing, the Defendant failed to fulfil its obligation of result and the other obligations incumbent upon it during the performance of the contract of carriage and engaged its liability toward the Applicant and the class members under the liability regime established by the Montreal Convention, which has the force of law in Canada pursuant to subsection 2(2.1) of the Carriage by Air Act;
- 2.85 By its acts and omissions, the Defendant is required to compensate the Applicant and each passenger member of the class who sustained compensable damage under Articles 17 and 19 of the Montreal Convention;

The Public Comments of Aviation Expert Mr. John Gradek

- 2.86 Mr. John Gradek is an aviation expert and lecturer at McGill University whose expertise includes air operations and airport management, as appears from the McGill University institutional profile of aviation expert John Gradek filed in support hereof as **EXHIBIT R-16**;
- 2.87 In the hours following the Occurrence, aviation expert John Gradek commented publicly on it in an interview with CityNews on July 10, 2026, as appears from the written version on the official CityNews Montreal website, under the byline of journalist Lola Kalder, filed herewith as **EXHIBIT R-17**;
- 2.88 The Applicant files as **EXHIBIT R-18** the video confirming the fidelity of the written version of aviation expert John Gradek's statements;
- 2.89 The central concern expressed by aviation expert John Gradek related to the nearly three-hour delay required to disembark the passengers from the aircraft following the occurrence, Mr. John Gradek having stated as follows: "My concern on this

incident is the fact that it took three hours to get the passengers off the airplane” as appears from the video confirming the fidelity of the written version of aviation expert John Gradek’s statements already filed herewith as Exhibit R-18;

- 2.90 Aviation expert John Gradek emphasized that the aircraft was immobilized in the grass and could no longer move under its own power, such that the passengers should have been disembarked as quickly as possible, as appears from the video confirming the accuracy of the written version of aviation expert John Gradek’s statement already filed herewith as Exhibit R-18;
- 2.91 Aviation expert John Gradek expressly questioned the operating procedures put in place by the Defendant to ensure the evacuation and disembarkation of the passengers, questioning why that disembarkation required such a delay, as appears from the video confirming the accuracy of the written version of aviation expert John Gradek’s statement already filed herewith as Exhibit R-18;
- 2.92 Aviation expert John Gradek’s comments confirm that the length of time during which the class members were confined aboard the immobilized aircraft was abnormal and directly raises the question of the sufficiency and diligence of the operational measures deployed by the Defendant;

Regarding the Cause of the Occurrence

- 2.93 With respect to the cause of the occurrence, aviation expert John Gradek indicated that the available images revealed no apparent skidding or visible mechanical problem, and that the aircraft appeared to have landed normally, as appears from the video confirming the accuracy of the written version of aviation expert John Gradek’s statement already filed herewith as Exhibit R-18;
- 2.94 Aviation expert John Gradek specified that the images showed no skidding that could have been attributed to rain or the condition of the surface, nor any apparent mechanical defect, such that the cause of the excursion beyond the paved surface could not be observed from the available visual evidence alone, as appears from the video confirming the accuracy of the written version of aviation expert John Gradek’s statement already filed herewith as Exhibit R-18;
- 2.95 Aviation expert John Gradek therefore indicated that the flight recorders, the mechanical condition of the aircraft, and the pilots’ actions and decisions, including the commands made, speed and trajectory, should be examined to determine the cause of the occurrence, as appears from the video confirming the accuracy of the written version of aviation expert John Gradek’s statement already filed herewith as Exhibit R-18;

- 2.96 It follows from aviation expert John Gradek's observations that all the elements capable of explaining the excursion beyond the paved surface relate to factors internal to the Defendant's operation of the aircraft, namely the mechanical condition of the aircraft, the conduct of the crew and the flight parameters, all of which are documented by data in the Defendant's exclusive possession and control;
- 2.97 The cause of the incident therefore arises from circumstances specific to the Defendant and is not attributable to any apparent external cause, thereby strengthening the serious appearance of right of the class members;

3. The facts that would give rise to an individual action by each class member against the Defendant are as follows:

- 3.1 The Defendant failed to provide each class member with the services and benefits provided for in the ticket, thereby engaging its liability toward each class member;
- 3.2 Indeed, each class member booked and/or purchased a ticket that included Air Canada Flight AC774 for July 9, 2026;
- 3.3 Each class member was to take Flight AC774 operated by the Defendant from Los Angeles International Airport on July 9, 2026, bound for Montreal;
- 3.4 Each class member went to Los Angeles International Airport for the purpose of travelling to Montreal on Flight AC774;
- 3.5 No class member was transported in accordance with the schedule and/or itinerary indicated in his or her booking and/or the ticket that he or she held or was entitled to hold;
- 3.6 Each class member remained aboard the immobilized aircraft for approximately three hours on July 9, 2026, following the Defendant's failure;
- 3.7 Indeed, through the fault of the Defendant, the class members had to wait approximately three hours aboard the immobilized aircraft before they could disembark and reach the terminal;
- 3.8 Each class member has an individual action in damages against the Defendant arising from the non-performance of its obligations as an "air carrier," for the reasons set out in each and every one of the aforementioned paragraphs;
- 3.9 Each class member sustained damage resulting from the Defendant's failure, as more fully described above in this Application;

- 3.10 Each class member was thus exposed to a common factual matrix comprising the aircraft's deceleration, its immobilization beyond the paved surface, the prolonged wait on board, the communications and assistance measures put in place by the Defendant, and the row-by-row disembarkation process;
- 3.11 Each member of the "Bodily Injury" Subclass sustained bodily injury as a result of the sudden deceleration caused by the aircraft's lateral excursion beyond the paved surface and has an individual action in damages against the Defendant under Article 17 of the Montreal Convention for those injuries and the resulting psychological and pecuniary consequences, the applicable compensation regime being provided for in Article 21 of that Convention;
- 3.12 Each member of the "Delay" Subclass has an action under Article 19 of the Montreal Convention for the pecuniary and non-pecuniary damage directly caused by the delay, subject to the limit provided for in paragraph 1 of Article 22, and may, in the alternative, invoke the obligations regarding information, treatment and rerouting provided for in the Air Passenger Protection Regulations and claim the applicable standardized compensation;

4. The composition of the class makes it difficult and impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for joinder of proceedings, in that:

- 4.1 The Applicant does not know all the other passengers who are members of the class on whose behalf she seeks authorization to institute a class action, such that it is impossible for her to contact each of them to ascertain their identity and obtain documentary evidence in support of their individual claim;
- 4.2 Flight AC774 had one hundred and fifty-six (156) passengers, according to information subsequently communicated by the Defendant, who likely came from various U.S. states as well as Canada, making it impracticable to obtain a mandate from each of them or to join them in the same proceeding, particularly because of their number and geographic dispersion;
- 4.3 Since arriving at their destination, the class members have dispersed over a vast territory, such that the Applicant will not be able to meet or communicate with them;
- 4.4 It would be impracticable and contrary to the interests of justice and the spirit of the Code of Civil Procedure for each class member to institute an individual action against the Defendant based on identical, similar or related facts;

5. The identical, similar or related questions of fact and law linking each class member to the Defendant that the Applicant intends to have decided by the class action are as follows:

- 5.1 After landing, did Flight AC774 experience a lateral excursion beyond the paved surface at Montréal–Trudeau Airport on July 9, 2026?
- 5.2 If so, does Flight AC774's excursion beyond the paved surface constitute an "accident" within the meaning of Article 17 of the Montreal Convention, giving rise to the Defendant's liability?
- 5.3 If so, may the Defendant exclude or limit its liability in respect of damage not exceeding 151,880 Special Drawing Rights (SDRs) per passenger, having regard to paragraph 1 of Article 21 of the Montreal Convention?
- 5.4 May the Defendant also be held liable, under Article 19 of the Montreal Convention, for damage resulting from the delay caused by the incident and the management of its consequences?
- 5.5 May the Defendant benefit from the defence provided for in Article 19 of the Montreal Convention if the incident or the resulting delay is attributable, in whole or in part, to an act, omission or negligence on its part or on the part of its servants or agents, or if it did not take all measures that could reasonably be required to avoid the damage?
- 5.6 Among other things, was the duration of the wait imposed on the passengers aboard the aircraft after its excursion beyond the paved surface necessary, reasonable and justified in the circumstances?
- 5.7 During that wait, did the Defendant take all assistance and care measures required for the passengers, particularly with respect to communications, cabin ventilation, distribution of water, medical assistance and disembarkation?
- 5.8 Where applicable, what economic and non-pecuniary damage resulting from the delay is compensable in respect of the members of the "Delay" Subclass?
- 5.9 In the alternative, do the Air Passenger Protection Regulations apply to the circumstances of the present case?

6. The questions specific to each member include determining:

- 6.1 The nature, seriousness and causation of the bodily injuries and their psychological consequences, where applicable;
- 6.2 The duration of the delay in arriving at the final destination and the expenses or losses directly resulting therefrom;
- 6.3 The amount of the non-pecuniary damage, medical expenses, lost income and any other damage proved by each member;

7. It is appropriate to authorize the institution of a class action on behalf of the class members:

- 7.1 A class action is the most appropriate procedural vehicle to allow the Applicant and the class members to assert their claims arising from the facts alleged in this Application;
- 7.2 Although the extent and amount of certain damage, including damage arising from bodily injury, may vary from one member to another, that variation does not necessarily extend to the non-pecuniary damage resulting from the delay and claimed collectively under Article 19 of the Montreal Convention, and does not eliminate the identical, similar or related questions concerning the occurrence, its causes, the Defendant's obligations and the applicable legal regimes;
- 7.3 The potential multiplicity of individual actions by class members could result in contradictory judgments on identical, similar or related questions of fact and law, which would be contrary to the interests of justice;

8. The nature of the action that the Applicant intends to institute on behalf of the class members is as follows:

- 8.1 An action in damages based primarily on the Montreal Convention and the Carriage by Air Act, and, in the alternative or additionally depending on their scope of application, on the Air Passenger Protection Regulations and domestic law to the extent that it is not precluded by Article 29 of the Convention;

9. The conclusions sought by the Applicant against the Defendant are as follows:

GRANT the class action of the Applicant and the members of the Classes against the Defendant;

ORDER the Defendant to compensate each member of the Classes for the following damage, subject to the Court's assessment and to the method of calculation and claims procedure to be determined:

A) Bodily Injuries and Proven Psychological Consequences (Articles 17 and 21 of the Montreal Convention):

ORDER the Defendant to compensate each member of the "Bodily Injury" Subclass, according to each member's individual evidence, for damage resulting from his or her bodily injuries and proven psychological consequences, including, in particular, the resulting medical expenses and lost income, the Defendant being unable to exclude or limit its liability in respect of the portion of that damage not exceeding 151,880 Special Drawing Rights (SDRs) per passenger, the value of which in Canadian dollars is to be determined on the date of judgment in accordance with Article 23 of the Montreal Convention, that amount corresponding to approximately CA\$289,026 per passenger as of August 12, 2026;

DECLARE that the amount of 151,880 Special Drawing Rights (SDRs) per passenger does not constitute a ceiling on the Defendant's liability and **RESERVE** the right of each member of the "Bodily Injury" Subclass to claim and recover, in accordance with Article 21(2) of the Montreal Convention and upon individual proof, any portion of his or her compensable damage exceeding that amount, including damage arising from any injury, symptom, complication, sequela or deterioration causally related to the occurrence or the disembarkation operations that may manifest, be discovered or worsen in the future, and, where the evolution of a member's physical condition cannot be determined with sufficient precision at the time of judgment, **RESERVE** that member's right to claim additional damages;

B) Economic and Non-Pecuniary Damage Caused by the Delay (Article 19 of the Montreal Convention):

1. Non-Pecuniary Damage:

ORDER the Defendant to compensate each member of the “Delay” Subclass for the moral damage directly caused by the prolonged wait and their late arrival at their final destination, including, in particular, the loss of enjoyment of their time or vacation and the trouble and inconvenience sustained;

2. Pecuniary Damage

ORDER the Defendant to compensate the members of the “Delay” Subclass, according to each member’s evidence, for the expenses and economic losses directly caused by the delay, including, in particular:

- 1) for the Applicant and her family members, the loss of the prepaid night’s accommodation in Barcelona, approximately US\$399;
- 2) any loss of income directly attributable to the delay;
- 3) any other expense or economic loss directly caused by the delay;

THE WHOLE, up to a limit of 6,303 Special Drawing Rights (SDRs) per passenger for all pecuniary and non-pecuniary damage contemplated by Article 19 of the Montreal Convention, corresponding to approximately CA\$11,995 per passenger as of August 12, 2026, the value in Canadian dollars to be determined on the date of judgment in accordance with Article 23 of the Convention;

C) Alternative Claim under the Air Passenger Protection Regulations

ORDER, in the alternative and in the event that the applicable regulatory conditions are met, the Defendant to pay each eligible member of the “Delay” Subclass the fixed compensation provided for in the Air Passenger Protection Regulations, which may amount to CA\$1,000 per passenger;

THE WHOLE, with interest at the legal rate and the additional indemnity provided for by law;

ORDER collective recovery with respect to any damage the amount of which may be established with sufficient accuracy for all class members’ claims, all in accordance with Articles 595 and 596 C.C.P., and **ORDER** the Defendant to pay the amount of the sums subject to collective recovery;

ORDER that the particular damage sustained by each class member be the subject of individual claims, all according to the terms that the Court may determine upon the Applicant's application;

MAKE any order that the Court may determine and that would be in the interests of the class members;

THE WHOLE with legal costs, including the costs of publishing notices;

10. The Applicant asks to be appointed as representative Applicant for the purposes of the present Class Action for the following reasons;

- 10.1 The Applicant has a direct and substantial interest in the proposed Class Action, is competent and available to act, and has no interest that conflicts with those of the members of the proposed Main Class or Subclasses;
- 10.2 The Applicant is a member of the Main Class and of the "Bodily Injury" and "Delay" Subclasses, was a passenger aboard Flight AC774, personally experienced the lateral excursion and the ensuing impact, suffered bodily injuries and experienced a delay in reaching her final destination, and her individual claims therefore arise from the same occurrence and share the same essential factual and legal foundation as those of the members whom she seeks to represent;
- 10.3 The Applicant personally booked and paid for the air travel of herself and her accompanying family members, all of whom were affected by the occurrence, thereby giving her direct and detailed knowledge of the contractual arrangements, the original itinerary and the subsequent rerouting;
- 10.4 The Applicant has collected, preserved and provided to her counsel the relevant documentation in her possession, including the booking confirmations, itinerary, boarding passes, rerouting documents, communications exchanged with the Defendant and medical records, as appears from the exhibits filed herewith;
- 10.5 The Applicant has first-hand knowledge of the occurrence, its immediate aftermath, the treatment of the passengers following the occurrence, the rerouting arrangements, the resulting delay and the bodily injuries and other consequences she personally experienced, and she is therefore in a position to provide evidence and to assist counsel in the proper conduct of the Class Action;
- 10.6 The Applicant resides in Mission Viejo, California, the State from which Flight AC774 departed, and her residence provides a direct and meaningful connection to the place of departure and to those members of the proposed Class who reside in

California or elsewhere in the United States, while her interests remain aligned with those of all Class Members, regardless of their place of residence;

- 10.7 The Applicant's residence outside Quebec does not impede her ability or willingness to represent the proposed Class and Subclasses, and she is prepared to participate actively in the proceedings;
- 10.8 The Applicant has already demonstrated her active involvement in this matter by assembling and preserving the relevant evidence, reviewing the material facts and providing instructions to her counsel;
- 10.9 The Applicant understands that her responsibilities extend to the interests of the Main Class and Subclasses as a whole, and not merely to her own interests or those of her family members, and she is prepared to take into account the circumstances of members whose injuries, losses or other consequences may differ in nature or severity from her own;
- 10.10 There is no conflict between the Applicant's interests and those of the members of the Main Class or Subclasses, as they share a common interest in having the Defendant's liability determined and in obtaining compensation under the same applicable legal framework, notwithstanding the individual assessment that may be required for the nature and extent of each member's damages;
- 10.11 The Applicant is prepared to devote the time necessary to the matter, to remain available throughout the proceedings, to preserve relevant evidence, to work closely with her counsel and to provide timely instructions at the authorization stage and, where applicable, on the merits and during the recovery process;
- 10.12 The Applicant is acting in good faith and is determined to pursue the proceedings to their conclusion for the benefit of all members of the proposed Main Class and Subclasses;

* * * *

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the Application for authorization to institute a class action;

AUTHORIZE the institution of the class action described below:

- An action in damages based primarily on the Montreal Convention and the Carriage by Air Act, and, in the alternative or additionally depending on their scope of application, on the Air Passenger Protection Regulations.

APPOINT the Applicant, ILDIKO FULLER HORVATH, as representative Applicant for the purpose of instituting the class action on behalf of the Main Class and the subclasses described below:

- A) “Main Class: All passengers who were aboard Air Canada Flight AC774, operated on July 9, 2026, between Los Angeles (California) and Montreal (Quebec), which experienced a runway excursion while landing at Montréal–Trudeau International Airport (YUL), as well as any other person whom the Court considers appropriate to include in the class description.”;
- B) “Temporary or Permanent Bodily Injury” Subclass: All members of the Main Class who sustained bodily injury as a result of the occurrence or the disembarkation operations, including those who suffered psychological consequences causally related to that occurrence;
- C) “Delay” Subclass: All members of the Main Class whose arrival at the final destination indicated on their ticket was delayed as a result of the occurrence;

IDENTIFY the principal questions of fact and law to be dealt with collectively as follows:

1. After landing, did Flight AC774 experience a lateral excursion beyond the paved surface at Montréal–Trudeau Airport on July 9, 2026?
2. If so, does Flight AC774’s excursion beyond the paved surface constitute an “accident” within the meaning of Article 17 of the Montreal Convention, giving rise to the Defendant’s liability?
3. If so, may the Defendant exclude or limit its liability in respect of damage not exceeding 151,880 Special Drawing Rights per passenger, having regard to paragraph 1 of Article 21 of the Montreal Convention?
4. May the Defendant also be held liable, under Article 19 of the Montreal Convention, for damage resulting from the delay caused by the incident and the management of its consequences?

5. May the Defendant benefit from the defence provided for in Article 19 of the Montreal Convention if the incident or the resulting delay is attributable, in whole or in part, to an act, omission or negligence on its part or on the part of its servants or agents, or if it did not take all measures that could reasonably be required to avoid the damage?
6. Among other things, was the duration of the wait imposed on the passengers aboard the aircraft after its excursion beyond the paved surface necessary, reasonable and justified in the circumstances?
7. During that wait, did the Defendant take all assistance and care measures required for the passengers, particularly with respect to communications, cabin ventilation, distribution of water, medical assistance and disembarkation?
8. Where applicable, what economic and non-pecuniary damage resulting from the delay is compensable in respect of the members of the “Delay” Subclass?
9. In the alternative, do the Air Passenger Protection Regulations apply to the circumstances of the present case?

IDENTIFY the conclusions sought in connection therewith as follows:

* * * *

GRANT the class action of the Applicant and the members of the Classes against the Defendant;

ORDER the Defendant to compensate each member of the Classes for the following damage, subject to the Court’s assessment and to the method of calculation and claims procedure to be determined:

A) Bodily Injuries and Proven Psychological Consequences (Articles 17 and 21 of the Montreal Convention):

ORDER the Defendant to compensate each member of the “Bodily Injury” Subclass, according to each member’s individual evidence, for damage resulting from his or her bodily injuries and proven psychological consequences, including, in particular, the resulting medical expenses and lost income, the Defendant being unable to exclude or limit its liability in respect of the portion of that damage not exceeding 151,880 Special Drawing Rights per passenger, the value of which in Canadian dollars is to be determined on the date of judgment in accordance

with Article 23 of the Montreal Convention, that amount corresponding to approximately CA\$289,026 per passenger as of August 12, 2026;

DECLARE that the amount of 151,880 Special Drawing Rights (SDRs) per passenger does not constitute a ceiling on the Defendant's liability and **RESERVE** the right of each member of the "Bodily Injury" Subclass to claim and recover, in accordance with Article 21(2) of the Montreal Convention and upon individual proof, any portion of his or her compensable damage exceeding that amount, including damage arising from any injury, symptom, complication, sequela or deterioration causally related to the occurrence or the disembarkation operations that may manifest, be discovered or worsen in the future, and, where the evolution of a member's physical condition cannot be determined with sufficient precision at the time of judgment, **RESERVE** that member's right to claim additional damages;

B) Economic and Non-Pecuniary Damage Caused by the Delay (Article 19 of the Montreal Convention):

1. Non-Pecuniary Damage:

ORDER the Defendant to compensate each member of the "Delay" Subclass for the moral damage directly caused by the prolonged wait and their late arrival at their final destination, including, in particular, the loss of enjoyment of their time or vacation and the trouble and inconvenience sustained;

2. Pecuniary Damage

ORDER the Defendant to compensate the members of the "Delay" Subclass, according to each member's evidence, for the expenses and economic losses directly caused by the delay, including, in particular:

- 1) for the Applicant and her family members, the loss of the prepaid night's accommodation in Barcelona, approximately US\$399;
- 2) any loss of income directly attributable to the delay;
- 3) any other expense or economic loss directly caused by the delay;

THE WHOLE, up to a limit of 6,303 Special Drawing Rights per passenger for all pecuniary and non-pecuniary damage contemplated by Article 19 of the Montreal Convention, corresponding to approximately CA\$11,995 per passenger as of August 12, 2026, the value in Canadian dollars to be determined on the date of judgment in accordance with Article 23 of the Convention;

C) Alternative Claim under the Air Passenger Protection Regulations

ORDER, in the alternative and in the event that the applicable regulatory conditions are met, the Defendant to pay each eligible member of the “Delay” Subclass the fixed compensation provided for in the Air Passenger Protection Regulations, which may amount to CA\$1,000 per passenger;

THE WHOLE, with interest at the legal rate and the additional indemnity provided for by law;

ORDER collective recovery with respect to any damage the amount of which may be established with sufficient accuracy for all class members’ claims, all in accordance with Articles 595 and 596 C.C.P., and **ORDER** the Defendant to pay the amount of the sums subject to collective recovery;

ORDER that the particular damage sustained by each class member be the subject of individual claims, all according to the terms that the Court may determine upon the Applicant’s application;

MAKE any order that the Court may determine and that would be in the interests of the class members;

THE WHOLE with legal costs, including the costs of publishing notices;

* * * *

DECLARE that, unless they opt out, the Class members shall be bound by any judgment to be rendered on the class action in the manner provided by law;

SET the opt-out period at sixty (60) days after the date of publication of the notice to the members, upon expiry of which the Class members who have not exercised the means of opting out shall be bound by any judgment to be rendered;

ORDER the publication of a notice to the members in the terms, by the means and on a date to be determined by this Honourable Court;

ORDER the Defendant, its agents and successors, within thirty (30) days of the judgment to be rendered on this Application, to provide Class Counsel with any list in their possession or under their control that may be used to identify known Class members, including their names, addresses and telephone numbers;

MAKE any order that the Court considers necessary to protect the interests of the Class members;

MAKE any other decision to protect the action of the Applicant and the Class members having regard to the time limits;

THE WHOLE with legal costs, including the costs of notices.

Montreal, August 17, 2026

(s) Me R. Gauld Joseph

Counsel for the Applicant
R. GAULD JOSEPH Lawyer & Attorney
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Montreal, QC, H3B 0E5
Tel.: 514-748-5682
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Website: www.gauldavocats.com

SUMMONS
(Articles 145 et seq. C.C.P.)

Filing of a Judicial Application

Take notice that the Applicant has filed this Application for authorization to institute a class action and to be appointed as representative Applicant with the office of the Superior Court of Quebec for the judicial district of Montreal.

Response to this Application

You must respond to this Application in writing, personally or through a lawyer, at the Montreal courthouse located at 1 Notre-Dame Street East, Montreal, QC H2Y 1B6, within 15 days after service of this Application or, if you have no domicile, residence or establishment in Quebec, within 30 days after service. The response must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant personally.

Failure to Respond

If you do not respond within the applicable 15- or 30-day time limit, a default judgment may be rendered against you without further notice upon expiry of that time limit, and you may, depending on the circumstances, be required to pay legal costs.

Content of the Response

In your response, you must state your intention, namely:

- to agree to settle the matter;
- to propose mediation to resolve the dispute;
- to contest this Application and, in the cases required by the Code, to establish for that purpose, in cooperation with the Applicant, the case protocol that will govern the conduct of the proceeding. That protocol must be filed with the office of the Court in the above-mentioned district within 45 days after service of this notice or, in family matters, or, if you have no domicile, residence or establishment in Quebec, within 3 months after service;
- to propose that a settlement conference be held.

The response must state your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of Judicial District

You may ask the court to refer this Application for authorization to the district in which your domicile or, failing that, your residence is located, or to the domicile you elected or agreed upon with the Applicant.

If the Application concerns a contract of employment, a consumer contract or an insurance contract, or the exercise of a hypothecary right on the immovable serving as your principal residence, and you are the consumer, employee, insured, beneficiary of the insurance contract or hypothecary debtor, you may request referral to the district in which your domicile or residence, that immovable, or the place where the loss occurred is located. You must submit the request to the special clerk of the district having territorial jurisdiction after notifying it to the other parties and to the office of the court already seized of the matter.

Transfer of the Application to the Small Claims Division

If you have the capacity to act as a Applicant under the rules governing the recovery of small claims, you may also contact the court clerk to have this Application processed under those rules. If you make that request, the Applicant's legal costs may not exceed the amount of the costs prescribed for the recovery of small claims.

Convening of a Case Management Conference

Within 20 days after the filing of the protocol mentioned above, the court may convene you to a case management conference to ensure the orderly conduct of the proceeding. Otherwise, the protocol will be presumed accepted.

Exhibits in Support of the Application

In support of the Application for authorization to institute a class action and to be appointed as representative Applicant, the Applicant invokes the following exhibits:

Exhibit R-1: Statement of information for a legal person in the enterprise register

Exhibit R-2: Booking confirmation and travel itinerary;

Exhibit R-3: Chase Sapphire Reserve credit card statement;

Exhibit R-4: Boarding passes issued for Flight AC774 of July 9, 2026;

Exhibit R-5: Photograph of Mr. Gyula Horvath's arm;

Exhibit R-6: Emails and rerouting cards for Flight AC822 of July 10, 2026;

Exhibit R-7: Applicant's medical record;

Exhibit R-8: Medical record of Mr. Gyula Horvath;

Exhibit R-9: Medical report of Diana Horvath;

Exhibit R-10: Medical report of Clarissa Livia Horvath;

Exhibit R-11: Medical report of Bence Horvath

Exhibit R-12: Excerpt from the table entitled Currency Units per SDR for August 2026, published by the International Monetary Fund;

Exhibit R-13: Hotels.com receipt establishing the loss of a prepaid night's accommodation in Barcelona, representing damage of approximately US\$399;

Exhibit R-14: Apology email sent by Customer Relations dated July 10, 2026;

Exhibit R-15: Emails dated July 10, 2026, granting a CA\$500 eCoupon;

Exhibit R-16: McGill University institutional profile of aviation expert John Gradek;

Exhibit R-17: Written version on the official CityNews Montreal website, under the byline of journalist Lola Kalder

Exhibit R-18: Video confirming the fidelity of the written version of aviation expert John Gradek's statements

These exhibits are available upon request.

Montreal, August 17, 2026

(s) Me R. Gauld Joseph

Counsel for the Applicant
R. GAULD JOSEPH Lawyer & Attorney

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

TO :

AIR CANADA

Defendant

7373 Côte-Vertu Boulevard West,
Saint-Laurent, in the District of Montreal,
Province of Quebec, H4S 1Z3

TAKE NOTICE that the present *Application for Authorization to Institute a Class Action and to Appoint the Applicant as Representative Plaintiff* will be presented before the Superior Court, sitting in and for the district of Montreal, at the Montreal Courthouse located at 1 Notre-Dame Street East, Montreal, on a date and at a time to be determined by the Court.

GOVERN YOURSELF ACCORDINGLY

Montreal, August 17, 2026

(s) Me R. Gauld Joseph

Counsel for the Applicant
R. GAULD JOSEPH Lawyer & Attorney

No.: 500-06-

**SUPERIOR COURT
(CLASS ACTION)**

DISTRICT OF MONTREAL

ILDIKO FULLER HORVATH

Applicant

v.

AIR CANADA

Defendant

**APPLICATION FOR AUTHORIZATION TO INSTITUTE
A CLASS ACTION AND TO APPOINT THE
APPLICANT AS REPRESENTATIVE PLAINTIFF
(Articles 571 and following C.C.P.)**

ORIGINAL

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