

# NOTICE OF HEARING TO APPROVE CLASS ACTION SETTLEMENT

## Class Action Settlement Notice Regarding the Booking of Accommodations on the Airbnb Platform by Residents of Canada Other than Québec

*Lin v. Airbnb, Inc. et al.*, Federal Court of Canada, Docket T-1663-17

We are contacting you in connection with Federal Court of Canada judgments dated December 5, 2019 and September 16, 2021 (docket T-1663-17) certifying a class action against Airbnb, Inc., Airbnb Canada Inc., Airbnb Ireland Unlimited Company, and Airbnb Payments UK Limited (collectively, “**Airbnb**”).

A settlement has been reached, subject to approval of the Federal Court of Canada (the “**Settlement**”), between Arthur Lin (the “**Plaintiff**”) and Airbnb in the context of a class action lawsuit commenced by the Plaintiff against Airbnb (the “**Class Action**”).

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

### WHY HAVE I RECEIVED THIS EMAIL?

You are receiving this email because you are a resident of Canada, other than Québec, and during the class period (between October 31, 2015 and June 25, 2019), you booked an accommodation offered by a third-party host on Airbnb’s online platform through its websites and/or mobile applications (the “**Airbnb Platform**”), for purposes other than business travel. Therefore, you could be eligible to receive benefits under the Settlement.

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

The Federal Court of Canada will hold a hearing to determine whether it will approve the Settlement (the “**Approval Hearing**”). You may attend the hearing, which will take place virtually on November 1, 2021 at 1:00 p.m. (Eastern Time) via Zoom. If you wish to attend the virtual hearing and receive the Zoom link, you must provide the Court with advance notice of at least two (2) business days by sending an email to [hearings-audiences@fct-cf.ca](mailto:hearings-audiences@fct-cf.ca). The Court’s schedule of upcoming hearings is available here: <https://www.fct-cf.gc.ca/en/court-files-and-decisions/hearing-lists>.

### WHAT WAS THE PURPOSE OF THE CLASS ACTION?

According to the Plaintiff, Airbnb allegedly contravened the federal *Competition Act* by charging, for the booking of an accommodation offered by a third-party host on the Airbnb Platform, a price above that displayed at the first stage of browsing on the Airbnb Platform (excluding applicable sales and/or accommodation taxes).

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

As of June 2019, Airbnb displays an all-inclusive price for all accommodation bookings, excluding applicable taxes.

### AM I PART OF THIS CLASS ACTION?

You are part of this Class Action if you are an individual residing in Canada, other than Québec, who, between October 31, 2015 and June 25, 2019: (a) reserved an accommodation for anywhere in the world using Airbnb; (b) whose reserved accommodation matched the parameters of a previous search made by the individual on the search results page of Airbnb; and (c) paid, for the reserved accommodation, a price (excluding applicable sales and/or accommodation taxes) that is higher than the price displayed by Airbnb on the said search results page for this accommodation. Individuals who reserved an accommodation primarily for business travel are excluded (the “**Class**” or “**Class Member(s)**”).

### WHAT DOES THE SETTLEMENT PROVIDE?

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, Airbnb agrees to remit to each eligible Class Member a single redeemable credit of a value of up to CAD \$45 each (a “**Redeemable Credit**”). The value of the Redeemable Credit will depend on the total number of approved claims and the amount the Court approves for Class Counsel’s fees and disbursements, any honorarium for the representative Plaintiff,

claims administration expenses, and applicable sales taxes, which will be deducted from the Settlement fund. The Redeemable Credit will be the same amount for each Class Member.

Redeemable Credits may be used to book an accommodation offered by a third-party host on the Airbnb Platform in any location worldwide. Redeemable Credits are one-time-use only, non-transferable, non-refundable, non-cash-convertible, and cannot be combined with any other offer, discount, or coupon. In order to be able to redeem a Redeemable Credit, an eligible Class Member must accept the most recent version of Airbnb's Terms of Service and not be prohibited from using the Airbnb Platform (in accordance with the Terms of Service). Once issued, a Redeemable Credit expires after twenty-four (24) months.

In exchange, Class Members (i) acknowledge that the foregoing is in full and complete settlement of the claims of the Class Members, and (ii) agree to give up any and all claims they may have against Airbnb relating in any way to the display of prices on the Airbnb Platform, including in respect of conduct alleged (or which could have been alleged) in the Class Action. Sections 1(37) and 6 of the Settlement Agreement specifically describe the released claims. Please read the descriptions carefully. If you have any questions, you may speak with Class Counsel (whose contact details are at the end of this notice), or you can consult your own lawyer at your own expense.

**The Settlement Agreement and other court documents are available at <https://evolinklaw.com/airbnb-service-fees-national-class-action/>.**

#### **AM I ELIGIBLE TO RECEIVE A REDEEMABLE CREDIT?**

You are eligible to receive a Redeemable Credit from Airbnb if you meet all of the following eligibility criteria:

1. You are Class Member, as defined above;
2. You are a resident of Canada, but not Québec;
3. You used the Airbnb Platform for the first time between October 31, 2015 and June 25, 2019, for a purpose other than business travel;
4. You were located in Canada, but not Québec, at the time of the booking; and
5. You have an active Airbnb account at the time the Redeemable Credit is issued that has not been suspended or removed from the Airbnb Platform due to a violation of Airbnb's Terms of Service, policies, or standards.

**Following the approval of the Settlement by the Federal Court of Canada, as the case may be, you will receive a notice which will invite you to click on a hyperlink in order to submit a claim for a Redeemable Credit. You will have to click on the hyperlink so that the Redeemable Credit will automatically be issued to your Airbnb account.** After the Claims Administrator processes all of the claims, the Redeemable Credit will automatically be applied to a future accommodation booking you make on the Airbnb Platform within twenty-four (24) months of issuance.

#### **WHAT HAPPENS IF I EXCLUDE MYSELF (OPT OUT)?**

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

If you exclude yourself:

1. You will not receive any benefits under the Settlement;
2. You will not be bound by the Class Action or the Settlement; and
3. You will not be able to object to the Settlement.

**Further details about opting out of the Class or objecting to the Settlement are set out below.**

#### **WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF?**

If you do not exclude yourself:

1. You will be eligible to submit claim a for a Redeemable Credit under this Settlement;

2. You will be bound by the Class Action and the Settlement, if approved by the Court;
3. You will give up the right to take your own legal action against Airbnb; and
4. You will be able to object to the Settlement.

If you do not exclude yourself and the Settlement is approved, you give up the right to take legal action against Airbnb relating in any way to the display of prices on the Airbnb Platform, including in respect of conduct alleged (or which could have been alleged) in the Class Action.

#### HOW CAN I EXCLUDE MYSELF?

To exclude yourself from the Class and the Settlement, you must send a written election to the law firms Champlain Avocats and Evolink Law Group (“**Class Counsel**”) in accordance with section 4.1 of the Settlement Agreement.

In order to be valid, your written election must be delivered to Class Counsel, at the contact information at the end of this notice, by no later than **October 24, 2021**, and must include all of the following information:

1. The name and Court docket number of this proceeding (*Lin v. Airbnb, Inc. et al.*, Federal Court of Canada, docket T-1663-17);
2. Your full name, current address, telephone number, and the email address at which you received the notice about this Class Action;
3. An acknowledgment that you are a resident of Canada (but not Québec) and are aware that you will no longer be entitled to participate in any benefits from the Settlement;
4. A clear statement that you wish to be excluded from this Class Action;
5. Your reasons for opting out; and
6. Your signature (or, if you are legally incapable, the signature of your parent or legal guardian).

The written election to opt out must be sent by pre-paid mail, courier, fax, or email to Class Counsel, at the contact information at the end of this notice.

#### WHAT IF I DISAGREE WITH THE SETTLEMENT?

If you disagree with the Settlement, you can object to it by sending a written objection in accordance with the procedure in section 4.1 of the Settlement Agreement.

In order to be valid, your written objection must be delivered to Class Counsel, at the contact information at the end of this notice, by no later than **October 24, 2021**, and must include all of the following information:

1. The name and Court docket number of this proceeding (*Lin v. Airbnb, Inc. et al.*, Federal Court of Canada, docket T-1663-17);
2. Your full name, current address, telephone number, and the email address at which you received the notice about this Class Action;
3. An acknowledgment that you are a resident of Canada (but not Québec);
4. The grounds for your objection;
5. Whether you intend to appear at the Approval Hearing yourself, or through your lawyer (at your own expense); and
6. Your signature (or, if you are legally incapable, the signature of your parent or legal guardian).

You can object to the Settlement without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense. If, despite your objection, the Settlement is still approved, you can still receive a Redeemable Credit if you are eligible.

**Class Counsel will file copies of all objections with the Court. You cannot make an objection to the Settlement if you have excluded yourself (opted out) from the Class.**

**HOW CAN I OBTAIN MORE INFORMATION?**

For more information and to access the Settlement Agreement and other court documents, please go to <https://evolinklaw.com/airbnb-service-fees-national-class-action/> or contact Class Counsel at the information below.

**WHO REPRESENTS ME?**

The Plaintiff and Class Members are represented by Class Counsel:

Sébastien Paquette and Jérémie Martin  
Champlain Avocats  
1434 Sainte-Catherine Street West, Suite 200  
Montréal, Québec H3G 1R4

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

Fax: 1-888-509-8168  
Email: [airbnb-classaction@evolinklaw.com](mailto:airbnb-classaction@evolinklaw.com)  
Tel: 1-833-386-5465

If the Settlement is approved by the Court, another notice will be emailed to you which will invite you to click on a hyperlink in order to submit a claim for a Redeemable Credit.

*In case of any discrepancy between the terms of this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this notice shall have the meaning ascribed in the Settlement Agreement.*

**THE PUBLICATION AND DISSEMINATION OF THIS NOTICE HAS BEEN APPROVED BY THE  
FEDERAL COURT OF CANADA.**

# **NOTICE OF HEARING TO APPROVE AIRBNB CLASS ACTION SETTLEMENT**

## ***IF YOU RESIDE IN CANADA (EXCEPT QUEBEC) AND BOOKED AN ACCOMODATION VIA AIRBNB FOR NON-BUSINESS TRAVEL BETWEEN OCTOBER 31, 2015 and JUNE 25, 2019, YOU MAY BE AFFECTED BY A CLASS ACTION SETTLEMENT***

### **NOTICE OF SETTLEMENT**

This notice advises you of a settlement of a class action brought in the Federal Court of Canada relating to the display of prices on Airbnb's websites and/or mobile applications. The Court file is *Lin v. Airbnb, Inc. et al.*, Federal Court, docket T-1663-17.

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

The plaintiff alleges that Airbnb contravened the federal *Competition Act* by charging, for the booking of an accommodation offered by a third-party host on the Airbnb Platform, a price above that displayed at the first stage of browsing on Airbnb's websites and/or mobile applications (excluding applicable sales and/or accommodation taxes). These allegations have not been proven in Court and are contested by Airbnb, whose position is that they have complied at all times with all applicable legislation.

### **AM I PART OF THE CLASS?**

All individuals in Canada (except Québec) who reserved an accommodation for non-business travel through Airbnb between October 31, 2015 and June 25, 2019 and paid a higher price than the price initially displayed to that individual on the Airbnb search results page are part of the class.

### **HAS THE SETTLEMENT TAKEN EFFECT?**

No. The settlement must first be approved by the Federal Court, through an approval hearing.

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

The approval hearing will be held virtually on November 1, 2021 at 1:00 p.m. EST via Zoom.

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

If the settlement is approved, a hyperlink will be sent to class members to make a claim. Airbnb will issue a one-time-use only, non-transferable, non-refundable, non-cash-convertible credit of up to CAD \$45 in value to each eligible class member who submits a claim. The credit's value will depend on the total number of approved claims and the amount the Court approves for Class Counsel fees and disbursements, honorarium for the representative Plaintiff, claims administration expenses, and applicable sales taxes, which will be deducted from the settlement fund. The credit cannot be combined

with any other offer, discount, or coupon, and must be redeemed within 24 months after issuance, on your next Airbnb accommodation booking.

### **WHAT ARE MY OPTIONS?**

1. If you **want to participate in the settlement** and receive the benefits, no action is required. You will then be bound by the class action and the settlement, and will give up the right to take legal action against Airbnb relating in any way to the display of prices on Airbnb's websites and/or mobile applications.
2. If you **do not want to participate in the settlement**, you can opt out by submitting the written election as detailed in the long-form notice.
3. If you wish to **object to the settlement**, you can write to Class Counsel by **October 24, 2021** in accordance with the steps in the long-form notice. Any objections will be used by the Court to consider whether to approve the settlement. The Court cannot change the settlement terms.

### **WHO REPRESENTS THE CLASS MEMBERS?**

The Plaintiff and Class Members are represented by:

**Sébastien Paquette and Jérémie Martin**

Champlain Avocats

1434 Sainte-Catherine Street West, Suite 200

Montréal, Québec H3G 1R4

**Simon Lin**

Evolink Law Group

237-4388 Still Creek Dr., Burnaby, BC V5C 6C6

Email: [airbnb-classaction@evolinklaw.com](mailto:airbnb-classaction@evolinklaw.com)

### **WILL I BE CHARGED FOR LEGAL FEES?**

No, you will not be charged for legal fees. The settlement includes Class Counsel's legal fees and disbursements, the representative plaintiff's honorarium, claims administration expenses, and any applicable taxes, subject to Court approval.

**THIS NOTICE IS JUST A SUMMARY.** If there is any discrepancy between this notice and the settlement agreement, the settlement agreement shall prevail. Please go to <http://www.evolinklaw.com/airbnb-service-fees-national-class-action> for further information and to review the settlement agreement.