

e-document	T-3055-25-ID 1
F I L E D	FEDERAL COURT COUR FÉDÉRALE August 19, 2025 19 août 2025
	D É P O S É
Erin Livingstone	
VAN	1

Court File No.

**FEDERAL COURT
PROPOSED CLASS PROCEEDING**

Between

DAVID WOLPIN

Plaintiff

and

ROYAL BANK OF CANADA

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the *Federal Courts Rules*, serve it on the plaintiff's solicitor or, if the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court.

WITHIN 30 DAYS after the day on which this statement of claim is served on you, if you are served in Canada or the United States; or

WITHIN 60 DAYS after the day on which this statement of claim is served on you, if you are served outside Canada and the United States.

TEN ADDITIONAL DAYS are provided for the filing and service of the statement of defence if you or a solicitor acting for you serves and files a notice of intention to respond in Form 204.1 prescribed by the *Federal Courts Rules*.

Copies of the *Federal Courts Rules*, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Vancouver (telephone 604-666-3232) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

(Date)

Issued by: _____
(Registry Officer)

Address of local office:
Pacific Centre
P.O. Box 10065
701 West Georgia Street
Vancouver, British Columbia
V7Y 1B6

TO: Royal Bank of Canada
1 Place Ville Marie
Montréal, Québec
H3B 3A9

Relief Sought

1. The Plaintiff claims on his behalf and on behalf of Class Members (as described below):
 - a. an order certifying this action as a class proceeding and appointing David Wolpin as the representative plaintiff under the *Federal Courts Rules*, SOR/98-106 (the “*Rules*”);
 - b. damages, pursuant to section 36 of the *Competition Act*, RSC 1985, c. C-34 (the “*Competition Act*”) for the Defendant’s conduct in contravention of sections 52 and 54 of the *Competition Act*;
 - c. costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
 - d. an Order pursuant to Rules 334.28(1) and (2) of the *Rules* for the aggregate assessment of monetary relief and its distribution to Class Members;
 - e. an interim, interlocutory and/or permanent injunction under section 44 of the *Federal Courts Act*, RSC 1985, c. F-7 enjoining the Defendant from further violating sections 52 and 54 of the *Competition Act*;
 - f. pre-judgement and post-judgement interest pursuant to sections 36 and 37 of the *Federal Courts Act*, RSC 1985, c. F-7; and
 - g. such further and other relief as this Honourable Court deems just.

Nature of this Action

2. This action concerns the Defendant’s practice of charging fees to its Avion Rewards members in a misleading and illegal manner. When an Avion Rewards member books travel, such as a flight or vacation package, on the Avion Rewards websites or other electronic platforms such as the Avion Rewards mobile app, a charge is added to the price only at the checkout stage (the “Surcharge”). Representations of the cost displayed prior to checkout do not include the Surcharge. This conduct constitutes drip pricing, which is expressly prohibited as a false or

misleading representation under s. 52(1.3) of the *Competition Act*, and double ticketing contrary to s. 54(1) of the *Competition Act*.

3. The Plaintiff brings this action on behalf of all individuals who booked travel using Avion Rewards and were charged a higher price at checkout than the price displayed prior to checkout. The Plaintiff seeks damages under section 36 of the *Competition Act* as well as investigation costs, legal costs on a full-indemnity basis and an interlocutory and/or permanent injunction enjoining the Defendant from engaging in drip pricing and double ticketing.

The Parties

4. The Plaintiff, David Wolpin, is an individual who resides in Halifax, Nova Scotia. He is an Avion Rewards member and uses Avion Rewards points to book travel through the Avion Rewards website.

5. The Defendant, Royal Bank of Canada (“RBC”), is a bank, as defined by Schedule 1 of the *Bank Act*, SC 1991, c. 46, registered in Quebec. RBC offers a wide variety of financial products to Canadians, including credit products. RBC owns and operates the Avion Rewards program.

6. Avion Rewards members can book travel with a combination of Avion Rewards points and money through the Avion Rewards website or the Avion Rewards mobile app.

The Plaintiff’s Experience

7. The Plaintiff has an RBC Avion Visa Infinite credit card. He earns Avion Rewards points when he makes purchases on his credit card.

8. In July 2025, the Plaintiff visited the Avion Rewards website to book flights for his family to travel from Halifax, Nova Scotia, to Vancouver, British Columbia for September 1, 2025. He found an Air Canada flight advertised for 17,500 Avion Rewards points and \$89.18 per passenger. Below is a screenshot of the Avion Rewards website displaying the cost of the flight:

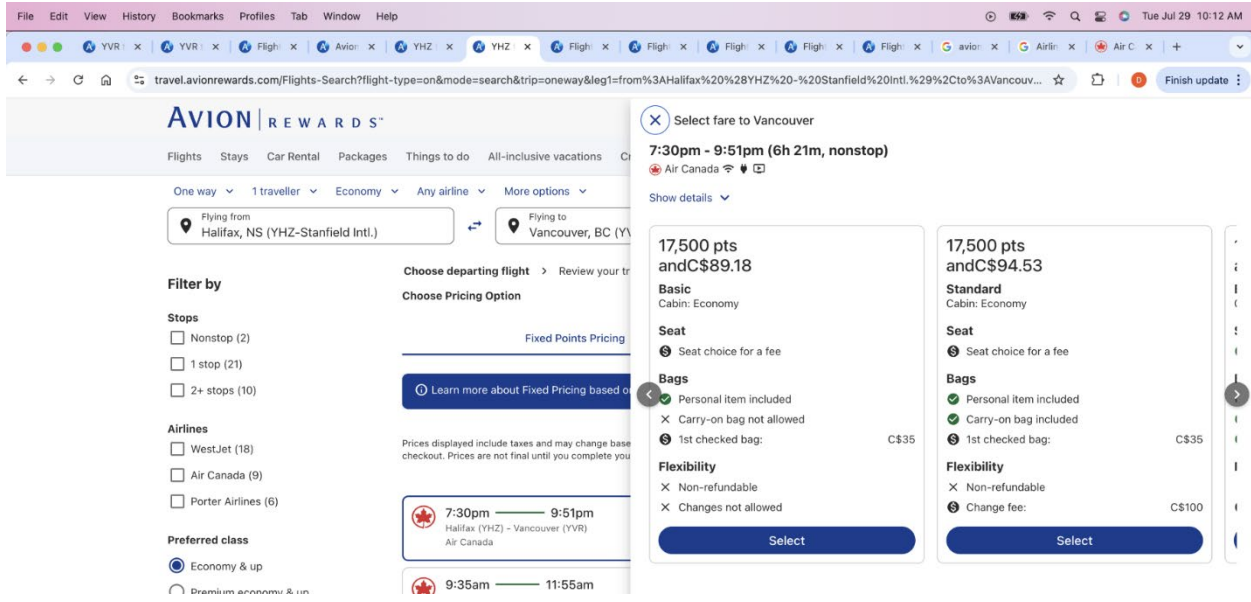
The screenshot shows the Avion Rewards website interface. At the top, there's a navigation bar with 'AVION REWARDS' and user information 'DAVID / 368,009 pts available'. Below this is a search bar with the following details:

- Origin: Flying from Halifax, NS (YHZ-Stanfield Intl.)
- Destination: Flying to Vancouver, BC (YVR-Vancouver Intl.)
- Departing: Sep 1

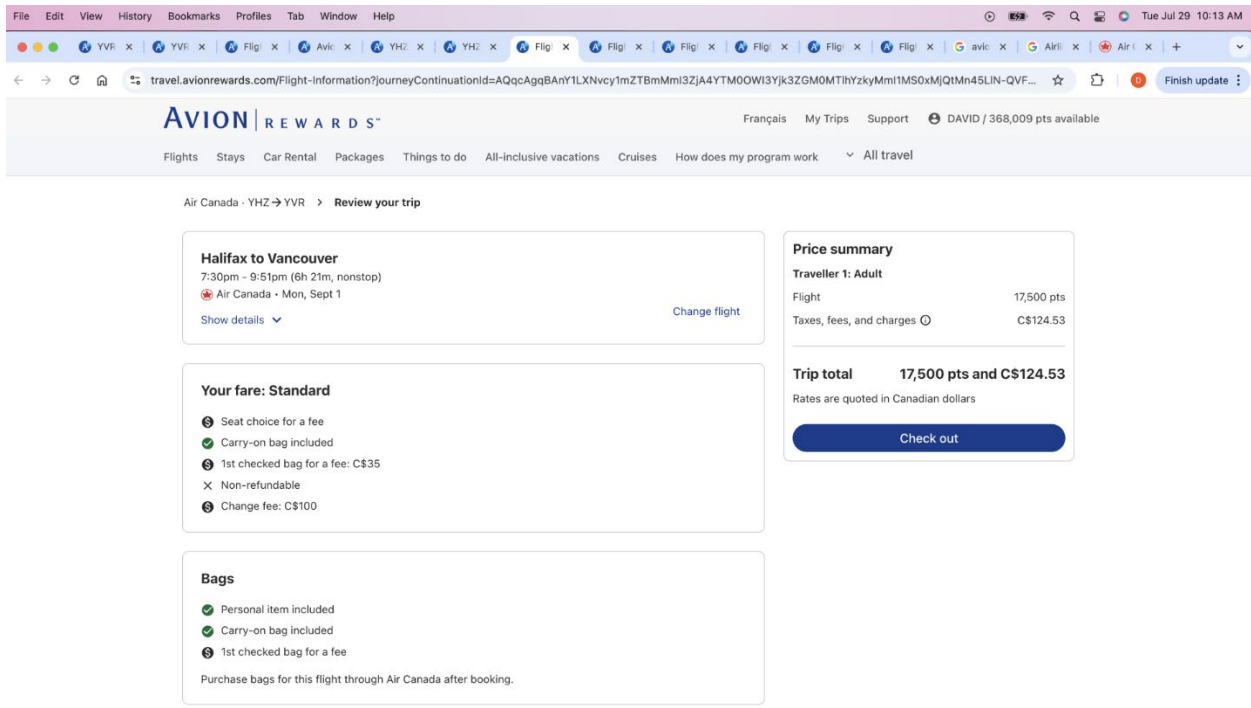
 The search results are filtered by 'Economy' and 'Any airline'. There are two pricing options: 'Fixed Points Pricing' and 'Flexible Points Pricing (100 points = \$1.00 CAD)'. A dropdown menu is set to 'Price (lowest to highest)'. Three flight options are listed:

Flight Details	Duration	Points & Cash Price
7:30pm - 9:51pm Halifax (YHZ) - Vancouver (YVR) Air Canada	6h 21m • Nonstop	17,500 pts and C\$89.18 One way per traveller
9:35am - 11:55am Halifax (YHZ) - Vancouver (YVR) Air Canada	6h 20m • Nonstop	17,500 pts and C\$294.36 4 left at One way per traveller
5:45am - 9:50am Halifax (YHZ) - Vancouver (YVR) Air Canada	8h 5m • 1 stop 1h 2m in YUL	17,500 pts and C\$89.18 One way per traveller

9. The Plaintiff clicked on the flight, and a pop-up was displayed. This page allowed the Plaintiff to select a fare class. The Basic fare class once again listed the subject flight for 17,500 points and \$89.18. Also displayed is a Standard fare class with a price of 17,500 points and \$94.53. The Plaintiff selected the Standard fare class.



10. After entering his information, the Plaintiff proceeded to a checkout page. The price displayed was 17,500 points and \$124.53. The Plaintiff had not selected any add-ons, such as baggage or seat selection. The cash portion of the fare was \$30 higher at the checkout page.



11. The following day, the Plaintiff contacted Avion Rewards through their customer service telephone line. The first time he called, the agent hung up on him after he explained the issue. On his second attempt, he explained the issue to the agent, who advised that she could not help him. The Plaintiff spoke with a supervisor, who reiterated that there was nothing they could do. The supervisor told the Plaintiff that a “Q” tax was added at the checkout stage. The Plaintiff asked that the issue be forwarded to the legal department. The Plaintiff received an e-mail from the Defendant acknowledging his complaint.

12. The Plaintiff booked the flight after speaking with Avion Rewards, despite the pricing discrepancy. He booked three seats at 17,500 points and \$124.53 each, paying a total of \$90 more than the originally displayed price.

Claim of the Plaintiff and Class Members

13. The Defendant offers flights and vacation packages (its “Products”) to customers who have accumulated points through the Avion Rewards program. An Avion Rewards account is automatically created for every RBC customer who signs up for a debit or credit card eligible to earn Avion Rewards. An Avion Rewards account can also be created for an individual with a bank account at any financial institution in Canada who signs up with their email address.

14. There are multiple ways to access Avion Rewards offers and information. While Avion Rewards has its main website (avionrewards.com), it also provides access through the Avion Rewards app, the Avion Rewards ShopPlus browser extension, RBC online banking, and the RBC mobile app. Avion Rewards members have various options for using their accumulated points, including flights, vacation packages, hotels, shopping, or applying points towards an outstanding balance.

15. For a period of time unknown to the Plaintiff, the Defendant has engaged in drip pricing and double ticketing for flight and vacation package reward offerings for some airlines.

16. Drip pricing is when a company makes a representation of a price that is not attainable due to additional obligatory charges or fees. In the case of the Plaintiff and Class Members, the Defendant first represented a price for the Products that was unattainable, as it did not include the

Surcharge. It was not until the checkout screen that the Defendant included the Surcharge, leading to a loss for the Plaintiff and Class Members.

17. Pursuant to section 52(1.3) of the *Competition Act*, drip pricing constitutes a false or misleading representation. The *Competition Act* prohibits such conduct. Pursuant to section 52(1.1), it is not necessary to prove that any person was deceived or misled.

18. Double ticketing is when a company displays two prices for a product and charges the higher of the two prices. The Defendant initially offered a price for the Products without the Surcharge, and later offered a price with the Surcharge, charging the higher price. The Defendant's conduct constitutes double ticketing.

19. Section 54(1) of the *Competition Act* prohibits double ticketing. Pursuant to section 54(2) of the *Competition Act*, double ticketing is a criminal offence.

20. The Defendant's conduct is actionable pursuant to section 36(1) of the *Competition Act*. The Defendant's conduct was contrary to Part VI of the *Competition Act*. The Plaintiff and Class Members suffered loss and damage as a result of the Defendant's conduct.

21. Regardless of whether the Defendant retained the Surcharge or disbursed it to a third party, the Defendant had the statutory responsibility to display pricing for its Products accurately and in compliance with the *Competition Act*. The failure to do so resulted in loss for the Plaintiff and Class Members equal to the amount of the Surcharge. The Plaintiff also asserts damages equal to the costs of investigating and prosecuting this action.

Limitation Period Postponement

22. The Plaintiff does not know the personal circumstances of every Class Member who may assert an individual claim if this action is certified as a class proceeding and the class is successful at the common issues trial. The personal circumstances of individual Class Members may lead to postponement of the applicable limitation period. Some may be under legal disability, and some may have been unaware of the material facts giving rise to their right to make a claim against the Defendant.

Jurisdiction

23. This action concerns breaches of the *Competition Act*. Section 36(3) of the *Competition Act* states that the Federal Court is a court of competent jurisdiction for the recovery of damages due to the contravention of Part VI of the *Competition Act*.

Place of Trial

The plaintiff proposes that this action be tried at the City of Vancouver in the Province of British Columbia.

Date: August 19, 2025



Lawyers for the Plaintiff

David A. Klein
Scott Ashbourne
Brent D. Ryan
Klein Lawyers LLP
400 – 1385 West 8th Avenue
Vancouver BC V6H 3V9
Telephone: 604-874-7171
Fax: 604-874-7180

Careen Hannouche
Klein Avocats Plaideurs Inc.
1800-500, Place d'Armes
Montréal, Québec, H2Y 2W2
Telephone: 514-764-8362
Fax: 438-259-3301