

CANADA

(Class Action)
SUPERIOR COURT

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000050-266

J. BESSETTE

Applicant

-VS.-

HOPPER INC., legal person duly incorporated,
having a head office located at 100-5795 avenue
De Gaspé, Montreal, Quebec, H2S 2X3

Defendant

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
AND TO APPOINT THE APPLICANT AS REPRESENTATIVE PLAINTIFF**
(Art. 575 C.C.P. and following)

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATE AS FOLLOWS:

I. GENERAL PRESENTATION

A) The Action

1. The Applicant wishes to institute a class action on behalf of the following class, of which he is a member, namely:
 - **Class #1:** All persons who used the Hopper application or website to complete a booking and paid fees for “Tip”, “VIP Support” and/or “Price Freeze” services;
 - **Class #2:** All persons who used the Hopper application or website to complete a booking and paid a higher price for a roundtrip flight than initially represented by Hopper;
 - **Class #3:** All persons who purchased “Price Freeze” to freeze a price listed in Canadian dollars but who were then required to pay a higher price in U.S. dollars;
 - **Class #4:** All persons who paid for a booking of any kind on Hopper for a price advertised in Canadian dollars, or with no indication as to

currency, and who were instead charged in U.S. dollars (or another currency, such as Euros);

2. Note that some members will overlap and/or fall into one or several of the Classes. For example, the Applicant is a member of Class #1 and #4;
3. The Defendant owns, designs, and operates the popular mobile application “Hopper”,¹ which allows consumers to make rental reservations for airplane tickets, hotels, car rentals, and vacation home stays;
4. The present class action concerns allegations that the Defendant intentionally deceived consumers by misrepresenting the total price to be paid by consumers, unfairly charged consumers hidden fees without obtaining their express informed consent, and misrepresented the benefits of Hopper’s paid VIP Support and Price Freeze services;
5. In particular, and as further developed herein:
 - Hopper repeatedly made representations in marketing and advertising materials promising “no hidden fees.” However, the Hopper app pre-selected what Hopper represented to be optional “Tip” and “VIP Support” fees and made it intentionally difficult for consumers to even notice that the fees were being charged until after the transaction had already been completed. Consumers were charged without free and informed consent;
 - Hopper represented prices to be charged for a round-trip flight, but when the consumer sought to purchase the round-trip flight at the advertised price, Hopper then represented that the price was only for the outbound or inbound leg of the round trip, forcing the consumer to pay a higher price than initially advertised (excluding taxes);
 - Hopper misrepresented the benefits consumers would receive by paying for the “VIP Support” service for which they were charged, as the service provided non-existent or grossly inadequate customer support;
 - Hopper misrepresented the nature, scope, benefits, and limitations of its paid “Price Freeze” service. For example, Hopper stated that the service allowed consumers to freeze or hold an advertised price for a travel reservation for a defined period of time and that the fee paid for the “Price Freeze” would be a deposit applied to the total price of the reservation. Not only did Hopper not apply the deposit to the total price, it failed to disclose to consumers that a “Price Freeze” only guarantees the price up to a given amount and only if the reservation is still available when the consumer seeks to complete it. Additional misrepresentations regarding Price Freeze are discussed herein;

¹ Hopper also operates an associated website: www.hopper.com.

- Hopper accepted payments for the “Price Freeze” feature to freeze rates for bookings advertised in Canadian prices, but then charged a higher rate in U.S. dollars without notifying consumers until after the transaction was completed;
 - Hopper advertised reservations to Canadian consumers in Canadian dollars or without specifying the currency and then charged them a higher rate in U.S. dollars (or another currency, such as Euros) without notifying them until after the transaction was completed;
6. The Defendant’s intentional and unlawful conduct gives rise to faults under the *Civil Code of Quebec*, to violations of the *Competition Act*, and of the *Consumer Protection Act* as well as other Canadian provincial and territorial consumer protection legislation, as discussed herein;
 7. The Applicant and members of Class #1 suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendant’s unlawful conduct, and are entitled to claim, *inter alia*:
 - (a) Compensatory damages or a reduction of their obligation equivalent to the amount of “Tip”, “VIP Support” and “Price Freeze” fees (plus taxes) charged by the Defendant and paid by Class Members; and
 - (b) Punitive damages;
 8. Members of Class #2 suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendant’s unlawful conduct, and are entitled to claim, *inter alia*:
 - (a) Compensatory damages or a reduction of their obligation equivalent to the amount by which the round-trip flights they purchased exceeded the price initially advertised as “Total Round Trip” by Hopper; and
 - (b) Punitive damages;
 9. Members of Class #3 suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendant’s unlawful conduct, and are entitled to claim, *inter alia*:
 - (a) Compensatory damages or a reduction of their obligation equivalent to the difference between the booking rate in Canadian dollars or unspecified currency represented by Hopper and the total amount in U.S. dollars actually charged, added to any banking and/or credit card fees for processing transactions in foreign currency; and
 - (b) Punitive damages;

10. The Applicant and members of Class #4 suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendant's unlawful conduct, and are entitled to claim, *inter alia*:
 - (a) Compensatory damages or a reduction of their obligation equivalent to the difference between the booking rate in Canadian dollars or unspecified currency represented by Hopper and the total amount in U.S. dollars (or other currency) actually charged, added to any banking and/or credit card fees for processing transactions in foreign currency; and
 - (b) Punitive damages;
11. The Defendant's faults are the direct and immediate cause of the above-mentioned injuries suffered by the Applicant and Class Members;

B) The Defendant

12. Defendant Hopper Inc. is a Montreal-based company constituted under the *Canada Business Corporations Act*. As appears in an extract from the *Registraire des entreprises du Québec* for Hopper Inc. (**Exhibit R-1**), the Defendant's headquarters are situated in Montreal;
13. Hopper was founded in Montreal in 2007 and also has offices in Toronto, Ontario and Boston, Massachusetts (**Exhibit R-1**);
14. Hopper Inc. is the sole owner of its subsidiary Hopper (USA), Inc., a Delaware corporation with its principal place of business in Boston, Massachusetts;
15. At all times relevant to the present class action, acting alone or with Hopper (USA) or others, Hopper Inc. has advertised, marketed, distributed or sold its products and services to consumers in Quebec and the rest of Canada, and generated significant revenue as a result;
16. As evidenced by the following screenshot of a credit card statement (**Exhibit R-40**), charges made on consumers' credit cards by Hopper featured a phone number with the area code (514) – which is, of course, one of the area codes for the City of Montreal, where Hopper's headquarters are located:

	Hopper Travel 514-2760760 Ma Pending 04/20/2023	\$309.00
	Hopper Travel 514-2760760 Ma Pending 04/20/2023	\$27.81
	Hopper Travel 514-2760760 Ma Pending 04/20/2023	\$42.00

C) The Situation

C.1 – Overview of Hopper App and Relevant “Services”

17. The Hopper application and website offer reservation/booking services for airplane tickets, hotels, car rentals, and vacation homes available from third parties;
18. Initially, in 2015, the Hopper app offered an airfare price prediction service, before also adding booking/reservation services for airfare tickets later that same year. Hopper then expanded to additional reservation services on its app, including hotel reservations in 2019, car rentals in 2020, and vacation home stays in 2022;
19. Concomitant with its marketing and selling of these reservations, Hopper also markets and sells its own add-on travel products, including “VIP Support” and “Price Freeze.” The former purports to provide consumers with quick and timely customer service, while “Price Freeze” is presented as providing pricing flexibility. Hopper began marketing and selling the “Price Freeze” service in 2019 and “VIP Support” service in 2020;
20. The fees charged for “Price Freeze” and “VIP Support” services are separate and variable, varying based on factors including the cost and type of travel reservation. For example, the fees for “VIP Support” have ranged from \$10 to \$42 for air travel; \$9 to \$25 for hotel stays; and \$9 for car rentals. The fees for “Price Freeze” are generally based on the cost of the underlying booking;

C.2 – False or Deceptive Representations of “No Hidden Fees”

21. Defendant has repeatedly made representations in advertising and marketing materials that making reservations on Hopper does not involve any hidden fees. This practice is logically intended to induce consumers to use Hopper to make reservations and for Hopper to increase its profits as a result. However, these represents are false or otherwise misleading;

22. Examples of advertising and marketing materials featuring such representations are reproduced below and attached herein as **Exhibit R-2 en liasse**. For example, the following appears in the English and French versions of <http://help.hopper.com>:

[Home](#) > [About Hopper](#) > About Hopper

Is Hopper free to use?

Hopper is completely free to download and doesn't have any hidden fees or "gotcha" charges. We're passionate about helping our customers find the best travel deals.

[Home](#) > [À propos de Hopper](#) > À propos de Hopper

Hopper est-il gratuit à utiliser ?

Hopper est entièrement gratuit à télécharger et n'a pas de frais cachés ou de frais « gotcha ». Nous avons à cœur d'aider nos clients à trouver les meilleures offres de voyage.

23. Another example from the English and French versions of <http://help.hopper.com> (under “About Hopper” / “À propos de Hopper”) is as follows (also Exhibit R-2):

[Home](#) > [About Hopper](#) > About Hopper

Is Hopper legitimate and reliable?

Booking with Hopper is quick, easy, and secure. These [flights](#), [hotels](#), [rental cars](#), and [homes](#) are real. These prices are real. There are no hidden fees or "gotcha" charges. Most importantly, we are an accredited travel agency, which means there are real humans behind Hopper who can help you with your booking.

Your privacy, trust and security are extremely important to us at Hopper. We take all appropriate measures to ensure your account and personal information are secure.

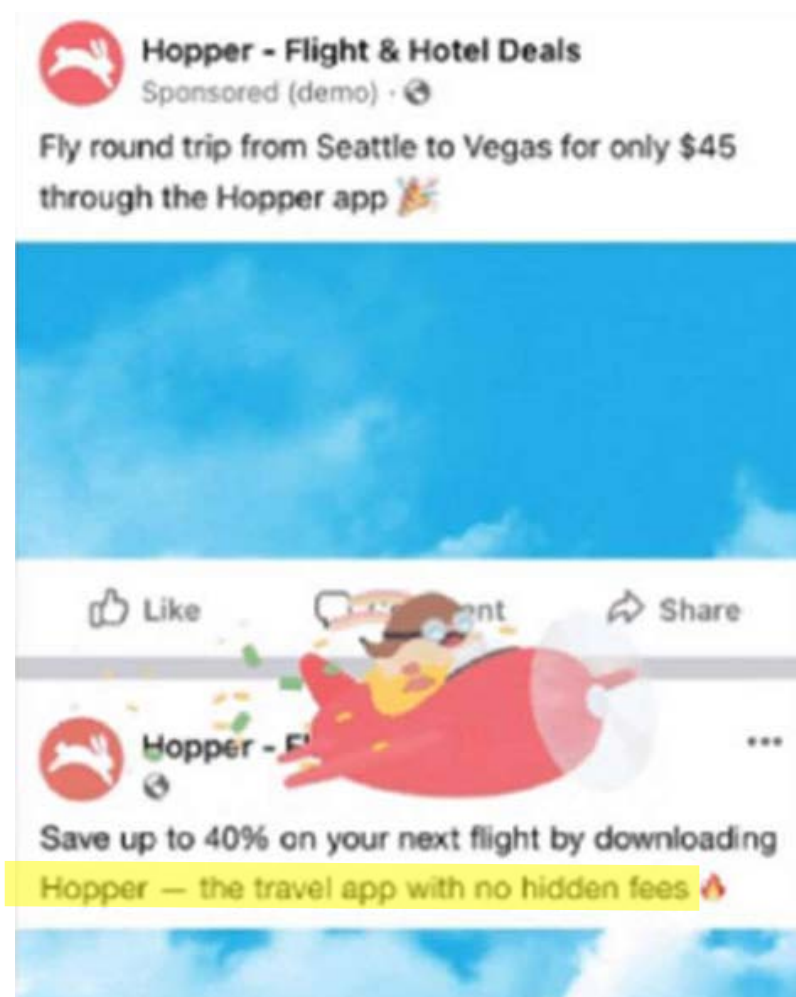
[Home](#) > [À propos de Hopper](#) > À propos de Hopper

Hopper est-elle une entité légitime et fiable ?

Réserver avec Hopper, c'est rapide, facile et sécurisé. Tous ces vols, ces hôtels, ces voitures de location et ces logements sont réels. Ces prix sont réels. Il n'y a pas de frais cachés. Plus important encore, nous sommes une agence de voyage accréditée, ce qui signifie qu'il y a de vrais humains derrière Hopper, des personnes qui peuvent vous aider à faire votre réservation.

Votre vie privée, votre confiance et votre sécurité sont extrêmement importantes pour nous, chez Hopper. Nous prenons toutes les mesures pertinentes pour assurer la sécurité de votre compte et de vos informations personnelles.

24. Another example is the following advertisement (**Exhibit R-3**) placed by the Defendant on the Facebook social media platform and seen by a high number of users. This advertisement contains a clear representation from Hopper that Hopper is “the travel app with no hidden fees”;

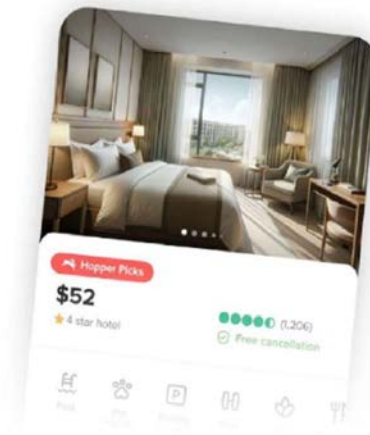


25. Another example where a “No hidden fees” representation appears in the following advertisement (attached as **Exhibit R-4**)

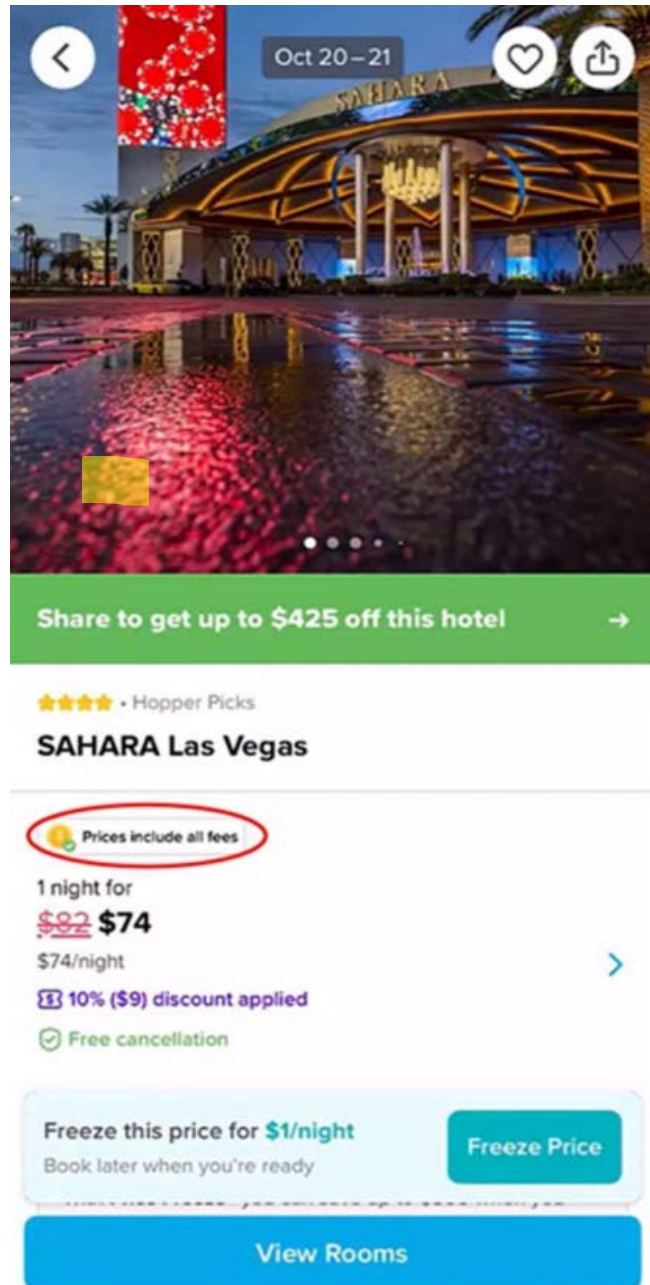
Book cheap hotels up to 40% off

- ✓ No hidden fees
- ✓ Free cancellation on most hotels
- ✓ 4-star hotels as low as \$11/night
- ✓ Over 1 million happy customers
- ✓ 100% free

GET THE APP



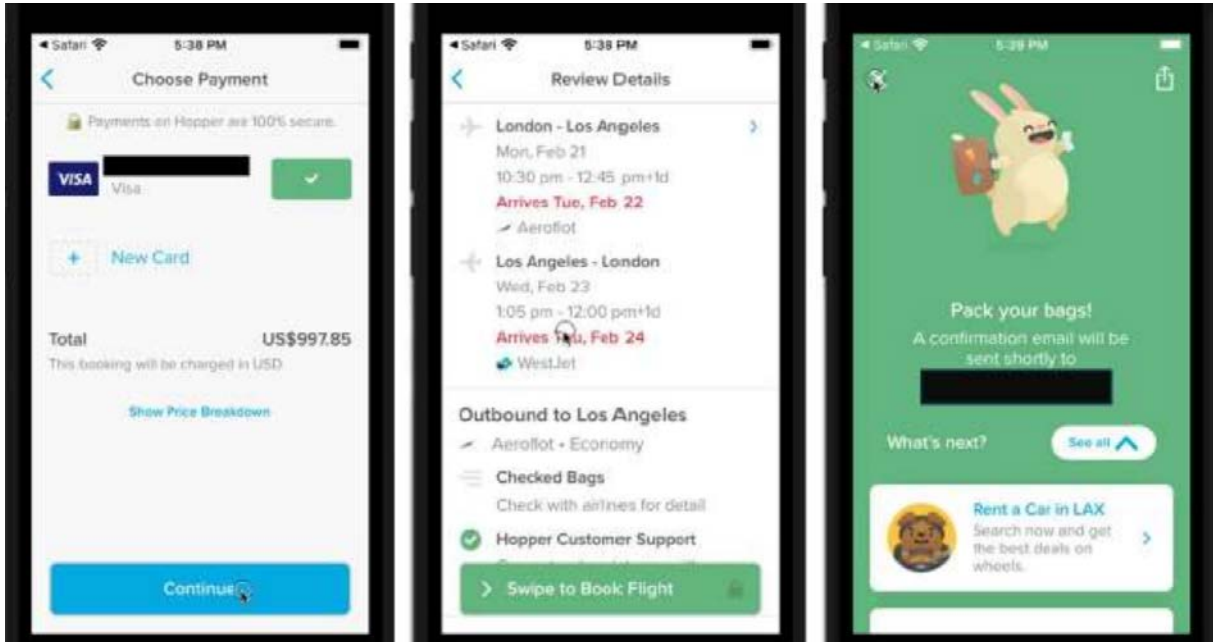
26. Further, the Defendant has frequently advertised Hopper’s travel reservation services online using slogans such as “Zero Hidden Fees”, “No Hidden Fees on Hopper”, “no more hidden fees”, “No Hidden Fees”, “Transparent Pricing Always”, and “Compare car rentals without the hidden fees. Just transparent pricing”. These slogans have been used on advertising in search engines, in iOS and Android app store advertising campaigns, and other online advertising campaigns on Facebook, TikTok, Google, Pinterest, Snapchat, Twitter, and others;
27. Hopper has also represented that their “Prices include all fees” (see **Exhibit R-5**):



C.3 – Misrepresentation of True Costs and Charging Consumers Hidden Fees

28. Hopper misrepresented the true cost of their services by adding hidden fees, contrary to their express representations that Hopper does not involve hidden fees or “gotcha” charges. As well, Hopper routinely charged those hidden fees to consumers without obtaining consumers’ express prior and informed consent. The fees in question were not included in the prices advertised by Hopper, which is contrary to Hopper’s representations that the advertised prices “include all fees”;

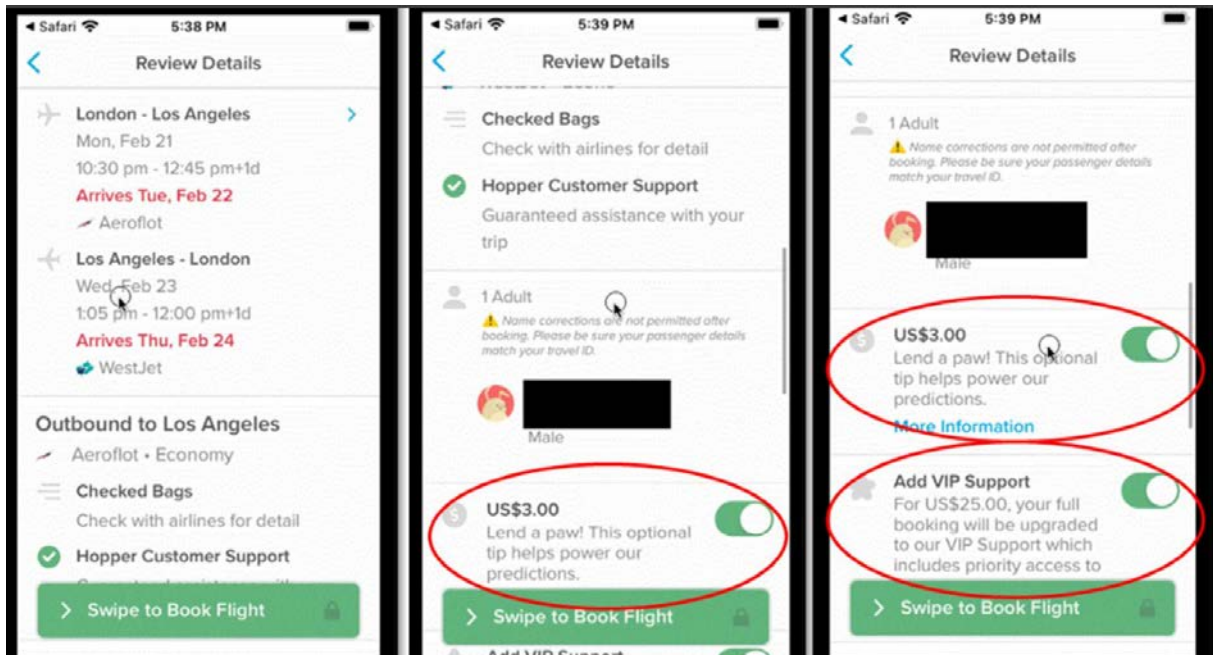
29. In particular, Hopper repeatedly charged consumers for the “VIP Support” customer service product and for the “Tip” fee without consumers having provided express prior informed consent. These added fees were hidden, preselected into every reservation, and excluded from advertised prices for Hopper’s air travel, car rental, and lodging bookings;
30. For example, from 2020 to late 2023, consumers booking a flight on the Hopper app would see the following screens prior to the end of completing the transaction (**Exhibit R-6**):



31. The screenshot on the left side is the “Choose Payment” screen, in which Hopper displays the “Total” price of the booking (e.g. \$997.85 in the above example). After the consumer clicks on “Continue”, they are directed to the middle screen, namely, “Review Details”. The visible portion of the “Review Details” screen features a button that reads “Swipe to Book Flight”;
32. Upon the consumer swiping to their screen to the right, Hopper forwards the booking to the relevant third-party travel provider and the consumer is shown the “Pack your bags screen” displayed on the right;
33. Nowhere on any of these screens are displayed any fees or prices other than the “Total Price” displayed on the “Choose Payment” screen on the left;
34. As consumers were encouraged by Hopper to “Swipe” their screen to the right in order to “Book Flight” on the middle screen, Hopper misled consumers away from scrolling down on that screen and from discovering two preselected fees that would automatically be charged and that would result in consumers being

charged more than the “Total” price displayed on the previous “Choose Payment” screen on the left;

35. Indeed, only by scrolling down further past the visible portion of the “Review Details” screen would consumers then see the preselected fee of \$3.00 for an “optional” tip to be paid to Hopper (middle screen below). Further, only if the consumer scrolled even further down the page would the consumer see that they were being charged \$25.00 for a preselected “VIP Support” product feature (screen on the right below) (see **Exhibit R-7**):



36. As noted, however, neither the “optional” “Tip” nor the “VIP Support” fee were included in the “Total” price displayed on the “Choose Payment” screen in which the consumer was prompted to select the method of payment to which the “Total” price would be charged;
37. In essence, the Defendant charged consumers the “Tip” and “VIP Support” fees without clearly and conspicuously disclosing these fees throughout the travel booking purchase flow, including at the “Choose Payment” screen, where they could easily have been displayed and identified as part of the actual “Total” price to which consumers were consenting to pay;
38. Hopper also did not provide any indication to consumers, or any adequate disclosure, that fees above and beyond the “Total” price would be charged at all, or that scrolling down was required to view additional, pre-selected fees that would be charged unless the consumer de-selected them;
39. Given Hopper’s representations of “no hidden fees” or “gotcha charges”, and based on the design of their travel booking purchase flow, a reasonable consumer

who “Swiped to Book” their flight would reasonably have expected that they were only being charged the “Total” price displayed on the “Choose Payment” screen and not additional, pre-selected “Tip” and “VIP Support” fees;

40. Hopper also misrepresented the optional nature of these fees. As the fees were pre-selected, and as the fees were not clearly and conspicuously brought to consumers’ attention, consumers did not have a realistic chance of “opting out” of being charged hidden fees that Hopper repeatedly represented were not charged in using their “free” app;
41. Consumers have previously complained about having been charged “VIP Support” fees without their knowledge or consent, as appears below (and attached as **Exhibit R-14**):


Trustindex



Chan T.
 2024.01.27



 Verified

Fare appeared low but there are hidden charges

We purchased 2 return tickets to Sydney early Jan at a seemingly very good rate for premium economy seats. It turned out that the rate was for bare fare. We ended up having to top up another \$400 each to upgrade our seat! The final amount we ended up paying was the same amount we could have gotten directly with the airline! We felt cheated.

Also, after making payment from the hopper platform, I received a charge of \$55 to my credit card for VIP support one week later, without prompting me. I let it pass since the amount was small. I got a rude shock the following week when I received an alert from my bank that Hopper charged me another \$504 for flight disruption guarantee, again without checking with me! Since I had paid for the VIP support, I was able to talk to a Hopper staff to find out why I was charged for this item when I did not purchase it. The agent explained that this option was there when I was purchasing my air tickets. When I questioned him why this cost was not reflected when I paid for the tickets and only charged me 2 weeks later, he couldn't explain. Finally, he asked me whether I want to cancel this purchase, I told him of course. Thankfully, I was refunded almost immediately the next working day.

It has been a very stressful experience using Hopper. If you still believe that they offered the lowest price, beware of additional charges later.




trustindex.io/reviews/hopper.com

 Trustindex


Taylor S.
2023.10.19



★ ★ ★ ★ ★ Verified

Extra Fees

I decided to use Hopper for a flight I was buying for my friend. The total came out to \$363. As soon as I placed the order, I noticed I was charged \$33 extra for a "VIP Customer Service Fee" that I never signed up for. (Do they add this automatically or did I miss something?). I immediately requested a refund and was told it would take up to 2 billing cycles to be refunded. The 2 months came and went - no refund. I just chatted with customer service for them to tell me that they will process the refund now. What? What happened 2 months ago when they told me the refund was being processed then? Makes me think they apply these fees hoping you won't notice, then tell you they will refund you and hope you don't notice after 2 months that the refund never went through. Seems like a scam. Would not use Hopper again.

Useful

Report

 Trustindex


John D.
2023.02.26



★ ★ ★ ★ ★ Verified

Unauthorized charges

Their app is NOT clear about PRIORITY support. They will charge \$40 without being CLEAR that this is what they are doing.

When I actually try to submit a request to support, the internet mysteriously is unavailable on THEIR app, but other apps are just fine. I even edited and restarted.

Useful

Report

42. Consumers have also previously complained about having been charged "Tip" fees without their knowledge or consent, as appears below (attached as **Exhibit R-20**):

trustindex.io/reviews/hopper.com#attached-images-172243105



BrenaTheMathTutor G.

2023.07.29

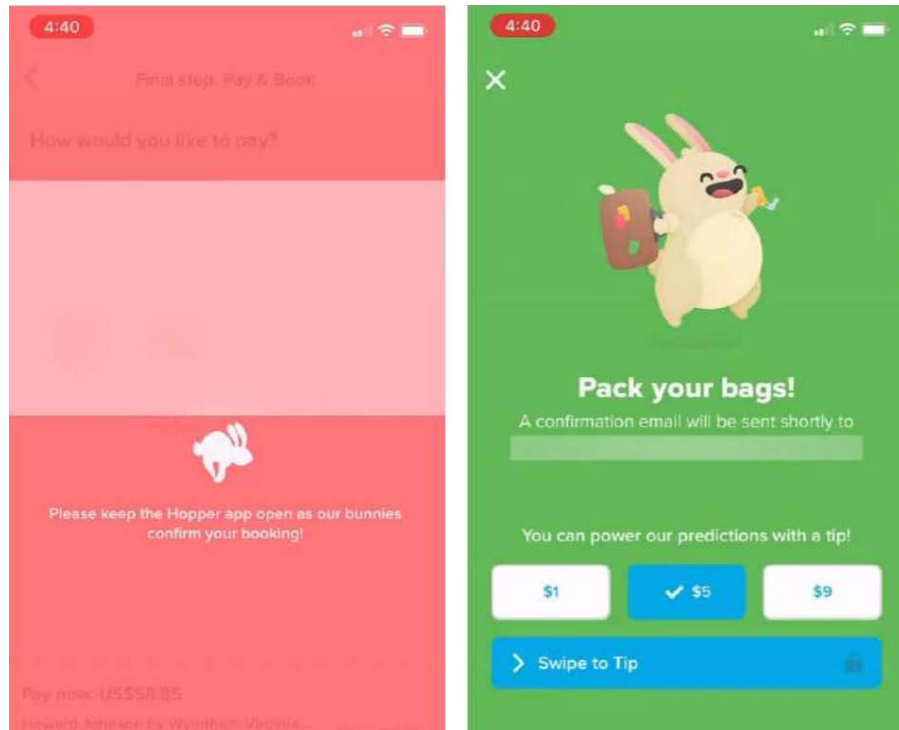


★ ★ ★ ★ ★ Verified

Lied, tacked on charges, disputed refund

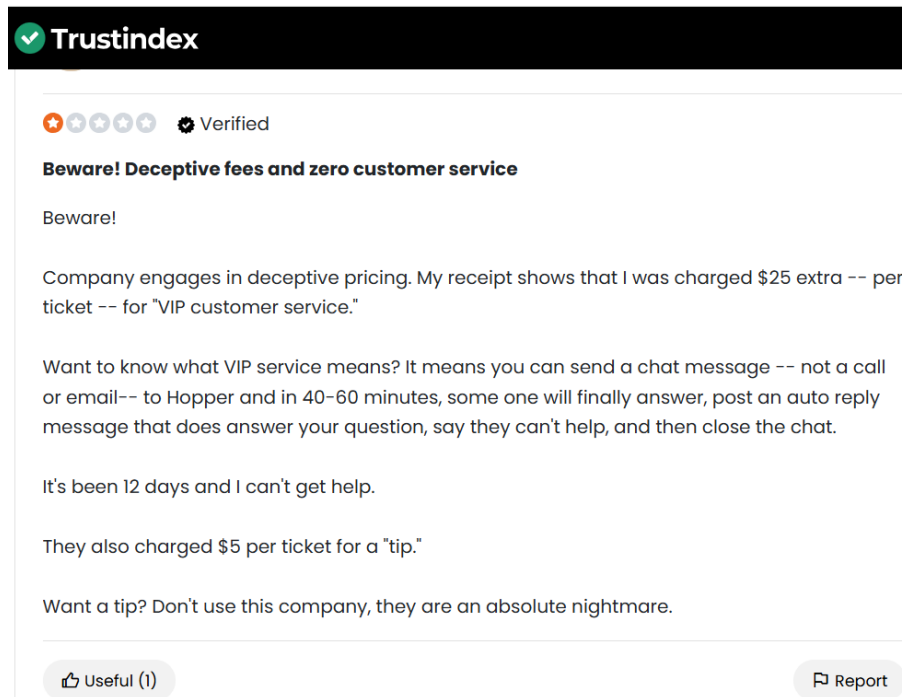
Luckily I have my credit card send me a text about literally everything because I saw Hopper apply 4 separate charges to my credit card, including a \$5 tip (they did not mention this anywhere on the App) and a \$7 support fee (they tried to force me to buy all sorts of "flexibility" packages which I'd declined, so I don't know where or when they think I confirmed this charge... because I didn't), totaling substantially more than I'd agreed to. (\$5 and \$7 seem small, but the point is that the TOTAL was a lie; they applied 4 separate charges in the hopes that I wouldn't catch the lie.)

43. In fact, the above complaint concerns Hopper charging the consumer for "Tip" fees and "VIP Support" fees without her knowledge or consent (see also **Exhibit R-47**);
44. In late 2023, Hopper moved the preselected "Tip" fee from the "Review Details" screen displayed at Exhibits R-6 and R-7 above to the end of the purchasing process after the transaction had been completed. The "VIP Support" fee was not, however, moved. Screenshots of the revised final screen in the transaction process featuring the "Tip" fee are reproduced below (attached as **Exhibit R-8**):

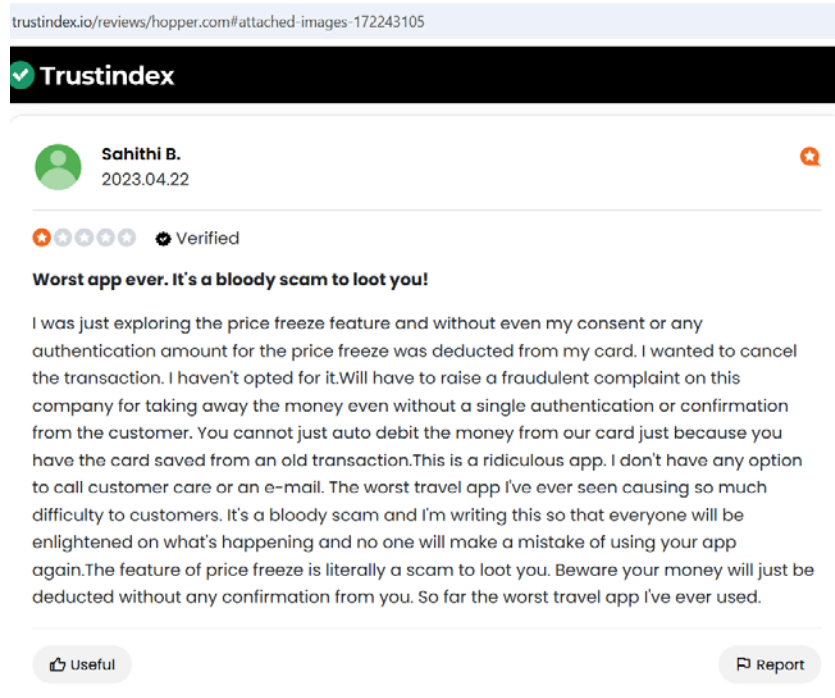


45. Despite moving the “Tip” to the end of the booking process, Hopper’s representations remained misleading and led to consumers paying the “Tip” fee without their actual consent;
46. Indeed, as displayed above, the “Tip” screen presents three possible tip amounts of \$1, \$5, and \$9. Consumers are not presented with an option of \$0. Nowhere on the “Tip” screen does Hopper disclose to consumers that they can refuse to tip; the method for declining to tip, or that declining to tip does not impact the processing of the transaction they have completed. Hopper’s design of this page creates the impression that the only way to exit the screen is to “Swipe to Tip” after selecting one of the three pre-populated “Tip” options;
47. Importantly, Hopper does not disclose the existence, nature, purpose, or optionality anywhere in the booking process on the app or website, including at all stages prior to the consumer consenting to pay for the booking;
48. As well, Hopper did not disclose to consumers that clicking the white “X” at the top left corner of the green screen displayed above (Exhibit R-8) would result in consumers being able to avoid paying the “Tip”. The pre-populated amounts of \$1, \$5, and \$9 for tip amounts, coupled with the large blue “Swipe to Tip” button combined to create the impression or otherwise mislead consumers into believing that the “Tip” was not optional, only the amount could be chosen from the pre-populated options;

49. Reasonable consumers may not necessarily have noticed the “X” or understood its purpose even if they did notice it, despite it being much smaller and less prominent than the large blue “Swipe to Tip” button;
50. As well, and as appears from the screenshots reproduced above and attached herein as Exhibit R-8, when consumers click the “Swipe to Book” button, Hopper tells consumers on the first screen to “keep the Hopper app open as our bunnies confirm your booking” and on the next, that the “confirmation email will be sent shortly.”;
51. A reasonable consumer could understand these messages and screens as suggesting that their booking has not yet been completed and that clicking on the white “X” would cancel their booking transaction rather than just closing the “Tip” screen;
52. As exemplified by the following customer complaint, some consumers were charged for both “VIP Support” and “Tip” fees without their prior express informed consent (**Exhibit R-38**):



53. Consumers have also complained about the unclear interface for the “Price Freeze” feature and about having been charged for this feature without their express and informed consent and without being able to obtain a refund (see **Exhibit R-37**):



54. Significantly, no disclosure on these issues is provided in Hopper's "Terms of Service" (also referred to as "Terms and Conditions"), attached herein as **Exhibit R-28**;

C.4 – Misrepresentations Concerning The "Price Freeze" Feature and Fees

55. Since at least 2019, Hopper has marketed and sold the "Price Freeze" feature (also marketed at "Hold the Room") as allowing consumers to freeze or hold an advertised price for a travel booking so that the consumer can complete the booking and payment at that price at a later time even if the price increases in the interim;
56. To convince consumers to buy the Price Freeze feature, Hopper has made several representations in advertising and marketing materials, including:
- "The price freeze tool allows you to keep the prices from increasing"
 - "Freeze Flight Deals With Just a Deposit"
 - "Hold this fare... Book later when you're ready"
 - "If the price increases, you'll pay the price you see now"
 - "With Hopper's Price Freeze feature you can lock in the best rate for an extended period of time. That gives you time to think about your trip and make a decision if you want to book it. If the price increases, you pay at the price you locked in at"

- “Book your frozen flight to use your deposit within 7 days, otherwise it will expire”
57. These statements can be seen in the materials including the following advertisements, attached *en liasse* as **Exhibit R-9**:



Current Lowest Price:
\$427 / traveler

Price was \$437

Earn 2% back on flights!

You should keep watching this trip, but book before January 27.

You will be notified when deals are available or prices start to rise.

 Watch with your travel buddy!

Buy now, pay later ⓘ
 \$65 deposit, pay 20 days later

Price Freeze

 **\$427** ~~\$437~~ Wait

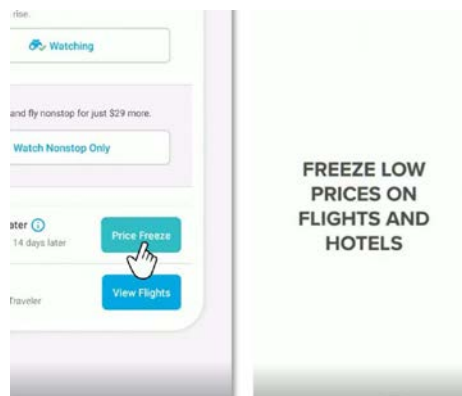
Round trip, per traveler

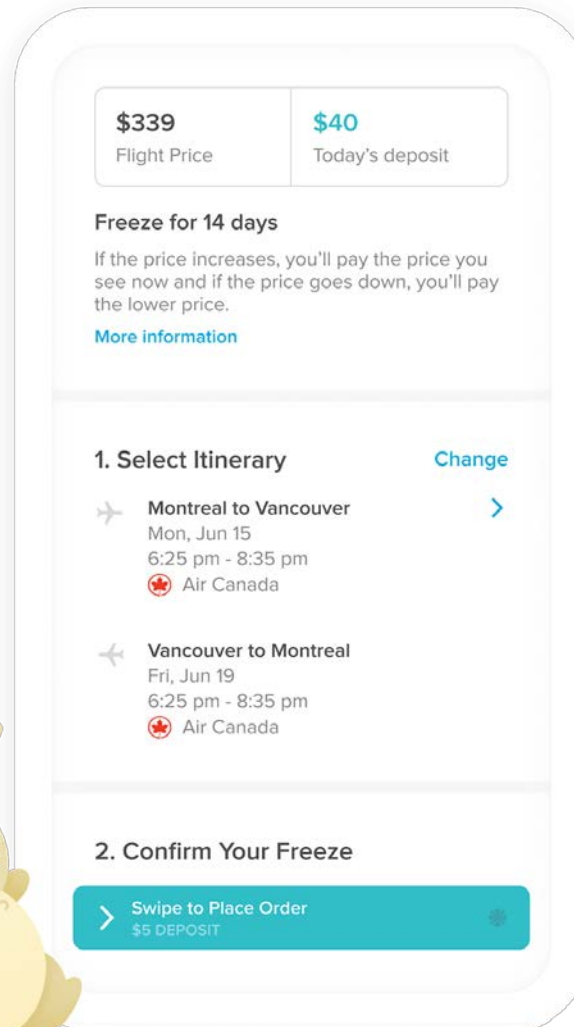
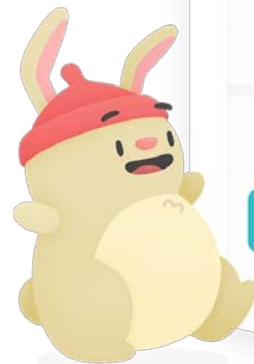
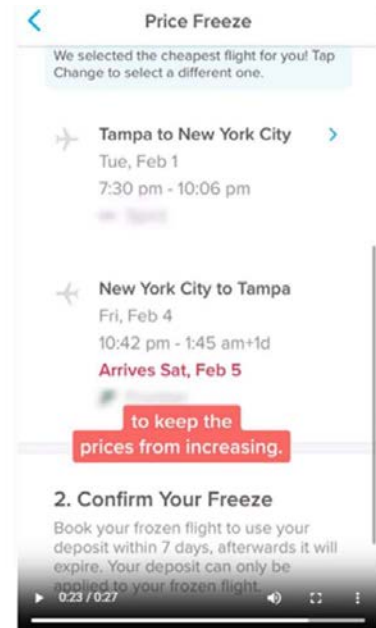
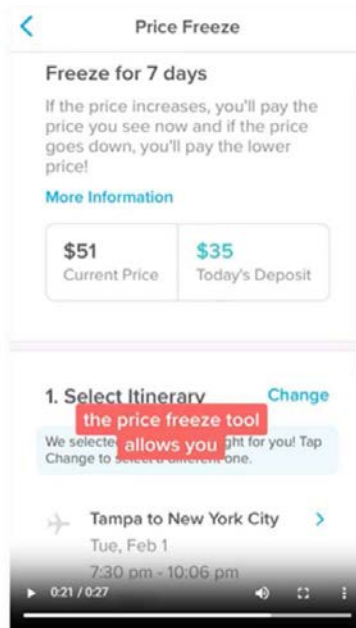
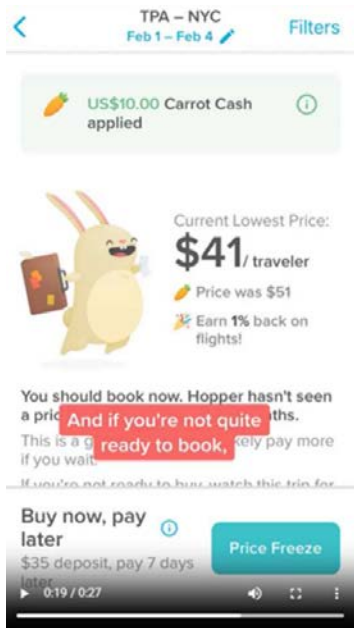
View Flights



**Freeze Flight Deals
With Just a Deposit**

Install Now





58. After paying for the Price Freeze, consumers were shown the following screen in the confirmation email sent to them (also at Exhibit R-9):

Your Price Freeze

Frozen Price - trip total	\$233
Deposit paid	-\$33
Duration	30 days
Expires	Oct 12, 2023, 12:02 AM

Rental Details

Rental	Hyundai Santa Fe
Travel dates	Oct 31, 2023 - Nov 4, 2023
Rental duration	1 days
Pick-up & Drop-off	SJC Airport

59. Defendant's representations concerning Price Freeze, including those depicted in the above screenshots, are materially false or misleading in stating or otherwise representing that the "Price Freeze" feature holds and freeze the price of a travel booking and is a deposit on the frozen price to be paid on that booking;
60. What was not disclosed by Hopper is that:
- The fee charged for the "Price Freeze" feature is not actually a deposit on the booking (e.g., the fee amount paid is not applied to the total price of the booking when the consumer completes the booking); and
 - Price Freeze has several limitations, including that it only protects a consumer who purchases it from a price increase to the booking up to a certain amount and only if the booking is still available at the time the consumer wishes to complete the booking. Additional limitations are addressed in the following paragraphs;
61. Significantly, no disclosure on these issues is provided in Hopper's "Terms of Service" (also referred to as "Terms and Conditions"), attached as Exhibit R-28;

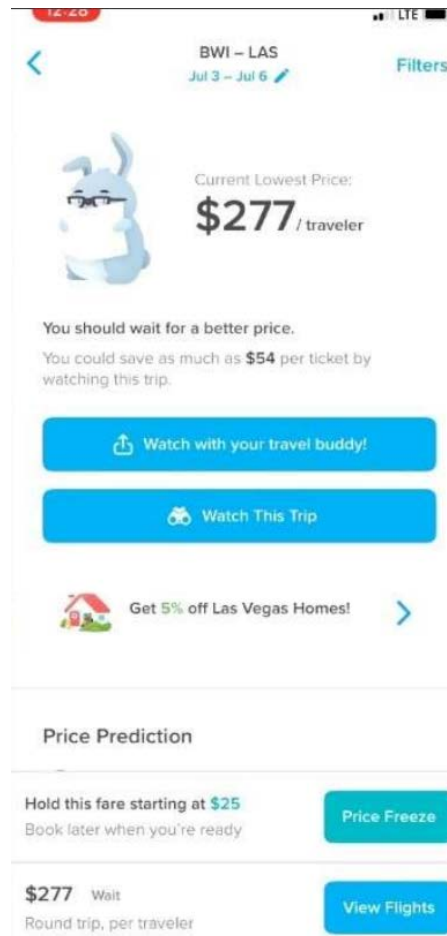
(a) Price Freeze Fee is Not a Deposit on a Booking

62. Hopper has made misrepresentations that the fee charged for the “Price Freeze” feature is a deposit on the booking, when the fee amount paid for the Freeze is not applied to the total price of the booking when the consumer completes the booking;
63. Examples of Hopper’s misrepresentations concerning the cost of the Price Freeze being a deposit on the total price of the booking include the advertisements attached herein as Exhibit R-9 and reproduced at para. 54;
64. Interestingly, when the Price Freeze feature was first introduced by Hopper at some point before mid-2022, the money paid by consumers to purchase the feature actually was applied as a deposit towards the total price of the booking later completed by the consumer;
65. However, from 2023 onwards, despite switching the Price Freeze feature from a “deposit model” to a “fee model” that no longer applied the fee as a deposit to the total booking price, Hopper continued making representations that the Price Freeze would indeed be applied as a deposit. In reality, the fees paid for Price Freeze are not a deposit but are rather paid in addition to the total booking price;
66. It is alleged that Hopper’s repeated misrepresentations as to the nature and application of the Price Freeze misled consumers into thinking it was a deposit rather than an additional fee, leading consumers to purchase it under false pretences that would otherwise have led consumers not to pay for Price Freeze;

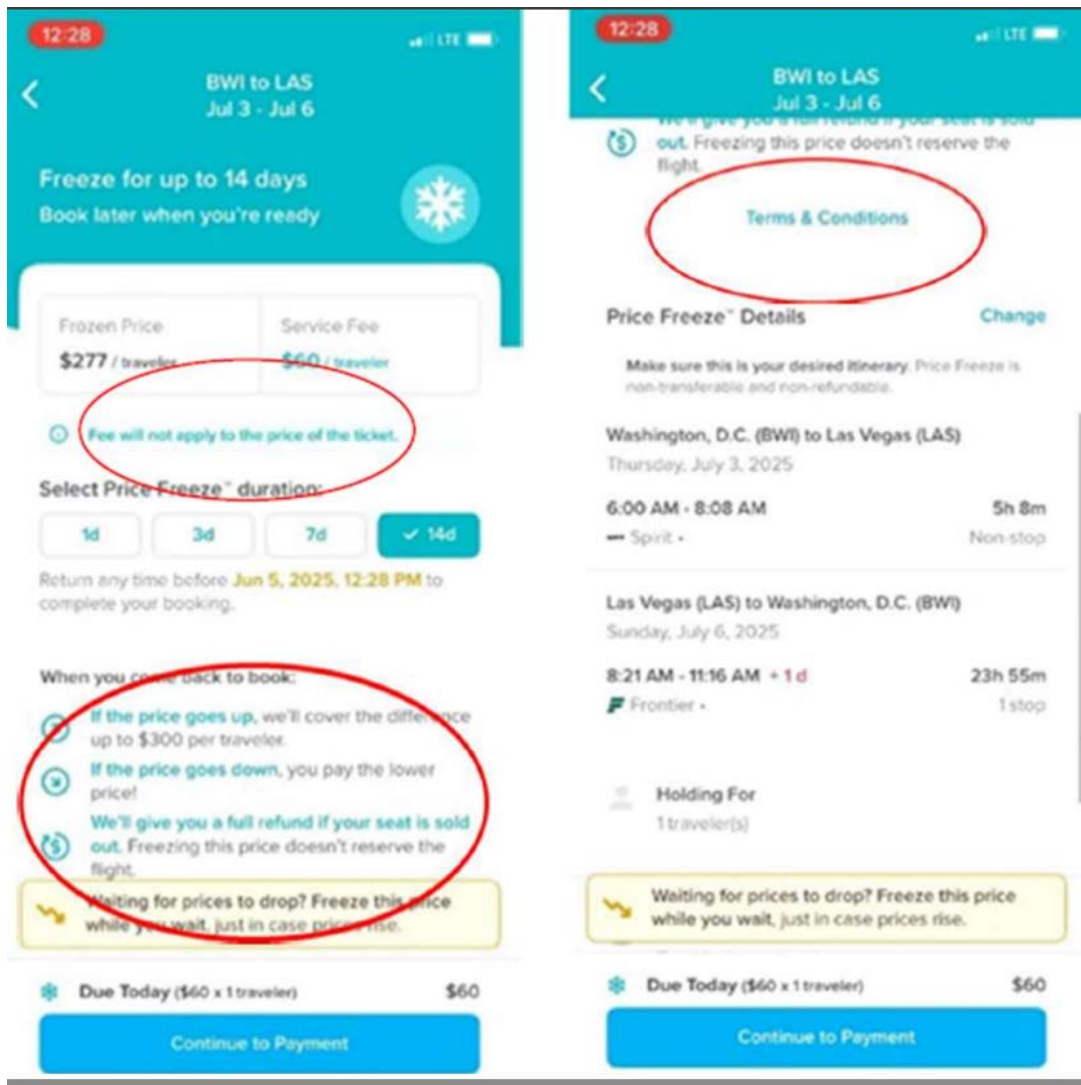
(b) Undisclosed Limitations on Price Freeze Feature

67. Hopper also failed to disclose that the Price Freeze feature only protects a consumer who purchases it from a price increase to the booking up to a certain amount (the “Price Freeze Cap”) and only if the booking has not been purchased by another consumer who did not use Price Freeze by the time the consumer who purchased Price Freeze wishes to complete the booking. Hopper’s advertisements contain no reference of any kind to these issues;
68. Hopper also represented in numerous advertisements that Price Freeze simply freezes or locks in prices associated with a booking, or keeps prices from increase, without limitation. For example, representations made by Hopper include (see Exhibit R-9, screenshots reproduced above):
 - “If the price increases you pay at the price you locked in at.”
 - “Freeze Low Prices on Flights and Hotels” and

- “And you’re not quite ready to book, the price freeze tool allows you to keep the prices from increase”
69. Other representations involve Hopper only disclosing the Price Freeze Cap *after* the consumer has accepted the initial offer for purchasing Price Freeze, but concealing the disclosure among a myriad of other disclaimers, rendering the disclosure insufficient (for example, the screenshots attached as **Exhibit R-10**):



70. The relevant part of the above screenshot states: “Hold this fare starting at \$25” and “Book later when you’re ready” next to a turquoise “Price Freeze” button. Only on the following screen, accessed after clicking that button is the consumer then informed that Price Freeze only will “cover the difference up to \$300 per traveler”:



71. Because the Price Freeze Cap is limited to \$300 per traveler, if the cost of the travel booking increases above the cap during the Price Freeze period, the consumer is required to pay any difference that is not covered by the Price Freeze Cap. However, Hopper failed to provide sufficient disclosure of this important limitation;
72. For example, an excerpt of the Terms and Conditions for Price Freeze (**Exhibit R-45**) that were in place at relevant times during the class period provides that "Price Freeze may be subject to a maximum amount that Hopper will pay for (Service Cap)." Use of the word "may" is ambiguous as it can mean "may" or "may not", such that consumers are left unaware of whether the Service Cap will indeed apply:

5. **Service Cap.** Price Freeze may be subject to a maximum amount that Hopper will pay for (**Service Cap**). The Service Cap will be made clear and will be stated on the confirmation email. Hopper will only pay for the amount of a price increase up to the stated Service Cap amount. If the price of your Price Freeze flight has increased more than the Service Cap amount, your stored payment method will be charged the current airline ticket price less the Service Cap. If there is no stated Service Cap, then Hopper will pay the full amount of any price increase upon exercise.
73. Importantly, the above conditions also state that “The Service Cap will be made clear and will be stated on the confirmation email” – that is, only after the consumer has purchased Price Freeze. As such, Hopper did not provide disclosure to consumers of whether a “Service Cap” would be applied prior to consumers having purchased Price Freeze;
74. Significantly, Hopper also failed to disclose or sufficiently disclose that the Price Freeze feature does not reserve or hold a booking during the time period covered by the Price Freeze. Purchasing Price Freeze does not prevent other consumers from purchasing the booking by paying the full price without Price Freeze;
75. If another consumer purchases the specific booking that is subject to the consumer’s Price Freeze, the latter consumer cannot avail themselves of the Price Freeze option within the Price Freeze window – or otherwise. In such cases, the consumer who purchased the Price Freeze must proceed with a new booking, that is not covered by the Price Freeze – if this separate booking is available;
76. Hopper failed to adequately disclose this highly important term and limitation on securing bookings through Price Freeze;
77. Consumer complaints have been made on this issue, such as the one reproduced below and the associated screenshots uploaded by the consumer who made the complaint (attached as **Exhibit R-15**):

✓ Trustindex

FREEZE PRICE SCAM

I RESERVED A ROOM USING THE "PRICE FREEZE". I PAID A 90.00 DEPOSIT AND WHEN IT WAS THE DEADLINE TO BOOK IT I RECEIVED A MESSAGE THAT THE ROOM I WANTED IS NO LONGER AVAILABLE USING "PRICE FREEZE" SO THEY OFFER A ROOM WHICH IS A DOWNGRADE. I WANTED TO UPGRADE AND PAY FOR THE ROOM IN FULL WHEN I BOOKED IT. YOU CANT REACH CUSTOMER SUPPORT UNLESS YOU PAY FOR THE VIP CUSTOMER SUPPORT FEATURE. YOU CANT SPEAK WITH ANYONE ABOUT ANYTHING IF YOU DONT HAVE A BOOKING NUMBER. THEY WILL NOT REFUND THE 90.00 SINCE THEY OFFERED ME THE SAME ROOM TYPE WHICH MEANS IT HAS A KING-SIZE BED. THE ROOM I PUT A 90.00 DEPOSIT ON HAS A PANORAMIC VIEW AND A BALCONY, IT'S BETWEEN THE 23RD - 28TH FLOOR. THE ROOM THEY OFFERED ME DOES NOT HAVE ANY OF THESE OPTIONS. SO HOW IS THAT THE SAME "ROOM TYPE".

HOPPER SUCKS I WENT THROUGH BOOKING.COM GOT THE ROOM I WANTED AND I DIDN'T HAVE TO PAY UPFRONT. DO NOT USE HOPPER THEY ARE HORRIBLE. IT'S BEEN A NIGHTMARE

Frozen price / night

\$325

Deposit / night

\$90

Price freeze expiration

Thu, Aug 10, 11:59 PM

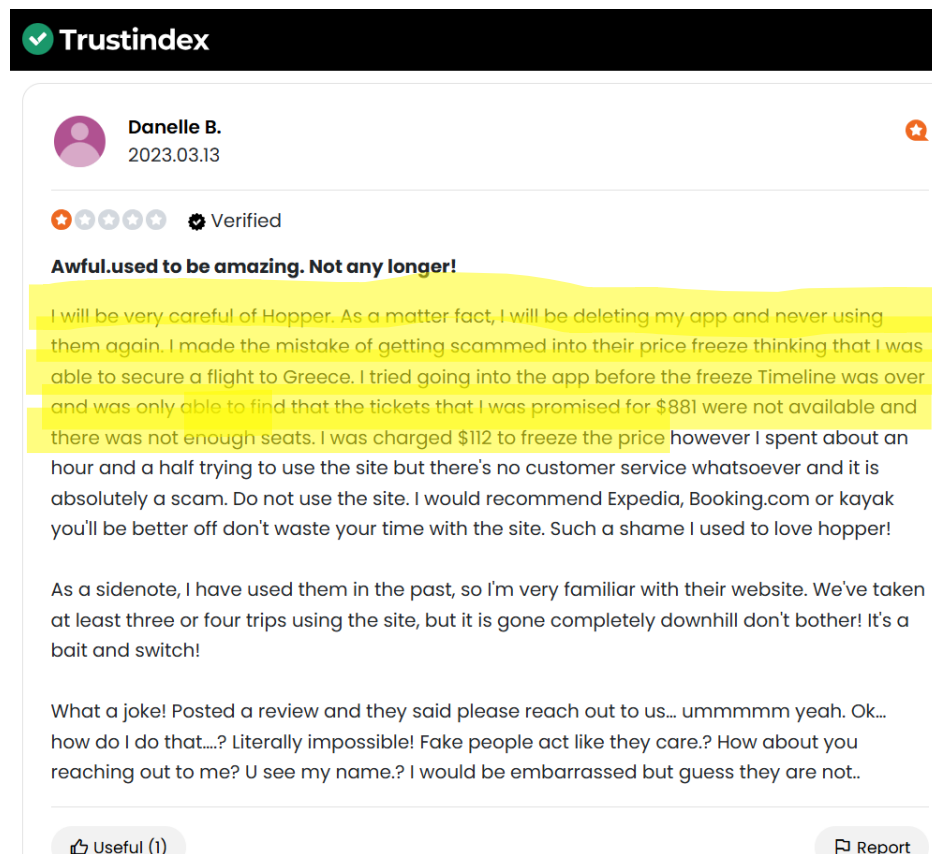


👍 Useful

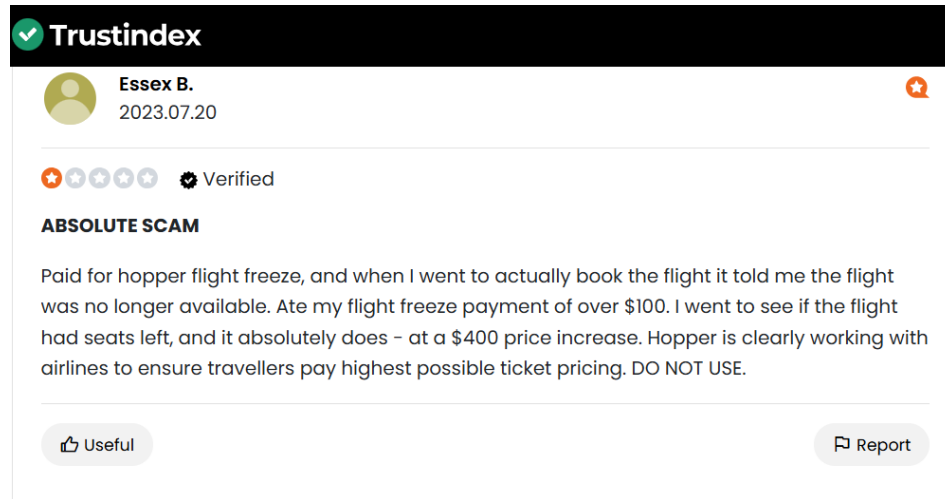
🚩 Report



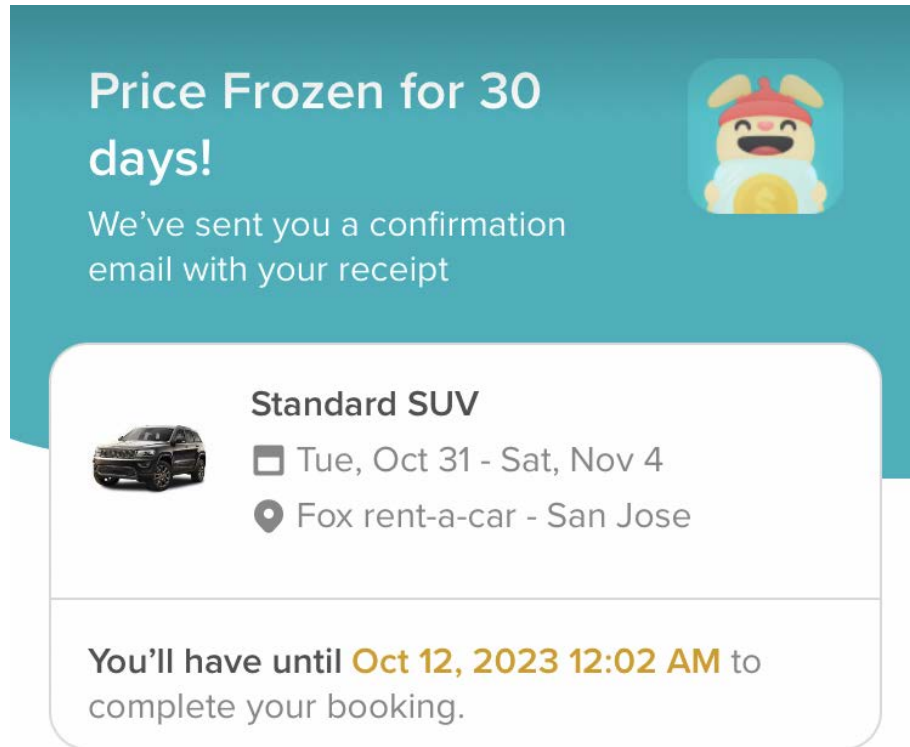
78. As stated by the consumer, if the room booked using the Price Freeze option is no longer available, Hopper will offer a similar room type, rather than the same room. This means that the consumer may end up paying for a Price Freeze for a given price in respect of a room that is worth less than the room they initially booked, thereby depriving the consumer of accessing that lower price and rendering the Price Freeze entirely unnecessary. Other consumers have complained about this issue (see **Exhibit R-24** and **Exhibit R-39**);
79. This issue is not limited to hotel rooms and also extends to flights, and consumers having purchased Price Freeze for a flight have been shocked to find that the flight for which they purchased Price Freeze was no longer available and that Hopper did not refund the money paid for the Price Freeze. The following complaint attached as **Exhibit R-58** illustrates this issue quite well:



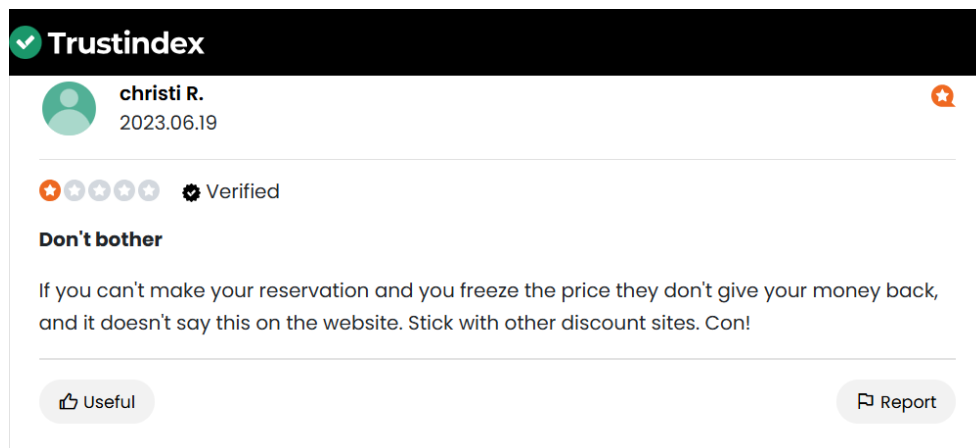
80. The following complaint attached as **Exhibit R-21** also illustrates this issue:



81. As the above consumer complaint further relates, Hopper appears to make misrepresentations concerning the availability of the flights for which Price Freeze was paid. Hopper represented to the above consumer that the flight for which they paid for Price Freeze was no longer available, but the consumer identified available seats on the very same flight. Hopper's representations appear inconsistent with the truth and are otherwise misleading;
82. Further, as concerns flight reservations, only after the consumer has selected Price Freeze and been redirected to the second screen does the Defendant provide insufficient disclosure in normal font buried amidst brighter and more emphasized fonts that "Freezing the price doesn't reserve the flight.";
83. This disclosure is furthermore insufficient because it is ambiguous and fails to reasonably inform consumers that the Price Freeze does not prevent another consumer from purchasing the booking by paying the full price right away;
84. As well, no information on these points appears in the screen displayed after customers have paid for the Price Freeze feature for car rentals (attached as **Exhibit R-16**):



85. Alarming, even though Hopper fails to disclose or sufficiently disclose that the Price Freeze feature does not reserve or hold a booking during the time period covered by the Price Freeze, Hopper also fails to disclose that a consumer electing not to complete the booking does not result in a refund of the amount paid for the Price Freeze but instead results in that amount being forfeited. The following complaint speaks to this aspect of Hopper's troubling practices concerning the Price Freeze feature (**Exhibit R-25**):



86. Hopper's refusal to reimburse consumers for the Price Freeze fee if they choose not to proceed with completing the booking is contrary to Hopper's own representations (see **Exhibit R-44**):



Take your time

Finalize plans or wait for the next paycheck to come in. Once you've frozen the price, you can relax knowing you locked in your price.



Book (or don't book!) your trip

Come back anytime before your Price Freeze expires to book your trip. If the price goes up, Hopper covers the price increase. If the price goes down, you just pay the new, low price. Or, if you no longer want to book your trip, no worries!

87. As shown in the following complaint (**Exhibit R-29**), Hopper will also refuse to refund – and fails to disclose that it will refuse to refund – the price paid for Price Freeze if the reservation being cancelled is one that was sold to the consumer as fully refundable:

Anthony John E.
2023.06.01

Verified

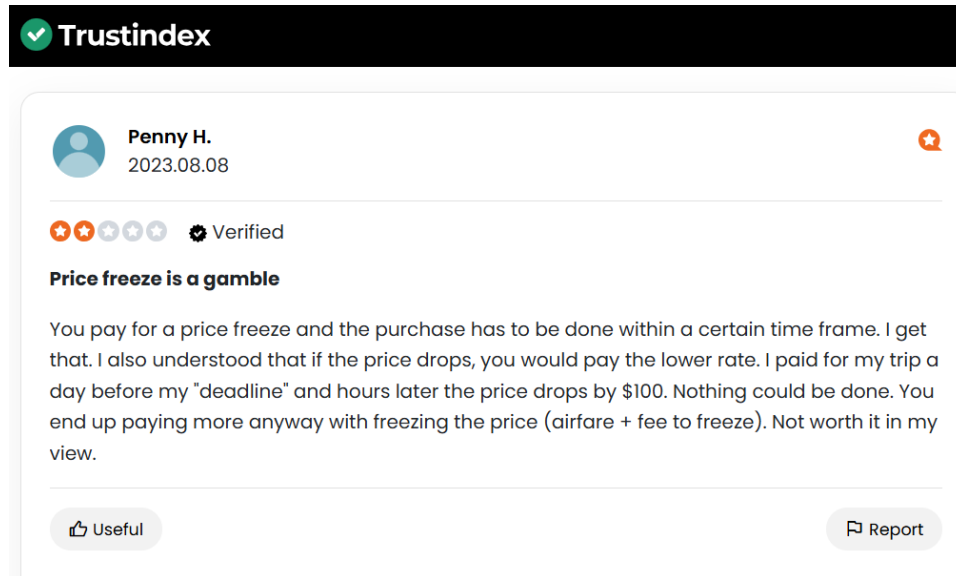
Tricky pricing like non-refundable price freeze

First time i made an online hotel booking using Hopper with 3 separate bills charged to my credit card. Before the booking they already charged me \$126 for price freeze and \$25 for VIP support then \$366.98 for the hotel. Reservation is confirmed and is fully refundable. Then when i needed to cancel my reservation, they said the \$126 price freeze is non-refundable. I usually use expedia and for the same price total of \$488 as shown in one straight pricing is actually easy to refund in full. I don't recommend and i will never again use this site or app to book in the future. Use other travel sites that will show you one straight upfront pricing. Fully refundable means full refund for your total payments!

Useful

Report

88. Another misleading aspect of Price Freeze that is not disclosed to consumers is exemplified by the following consumer complaint (attached as **Exhibit R-17**):



89. In essence, if a consumer purchases Price Freeze, the consumer will not be entitled to a lower booking rate that may result from a drop in the price occurring within the Price Freeze period. This is the case whether or not the consumer pays for the booking before or on the date of the expiry of the Price Freeze period, and even if the price drop occurs before the expiry of the Price Freeze period;
90. Hopper does not provide any disclosure of this whatsoever, locks consumer into prices higher than that secured by Price Freeze, and does not reimburse consumers the amount between the "frozen" rate and the lower price for which a booking is available as a result of a price drop within the Price Freeze period;
91. As well, Hopper fails to notify consumers who purchased Price Freeze that the rate for the relevant booking has decreased prior to the consumer having paid for the booking. If the consumer pays for the booking at the lower rate without paying the "frozen" rate, Hopper still charges the consumer the "frozen" rate instead of the lower rate that became available during the Price Freeze period. This compounds Hopper's failure to disclose to consumers prior to purchasing Price Freeze that it will not entitle them to a lower rate than the "frozen" rate even if the lower rate occurs before they have paid for the booking. These issues are exemplified in the following complaint (**Exhibit R-27**):

trustindex.io/reviews/hopper.com#attached-images-172243105

Trustindex



Donna G.
2023.06.15



★☆☆☆☆ Verified

No stars!

The price freeze is a big scam. Paid price freeze next morning went back on site price had dropped but I wasn't notified. Went on to book at reduced price at \$281 vs \$351. Only added option to change flight. After booking they charged my card \$411. Have contacted with no result on chat. Requested a phone call no call. I advise anyone do not use hopper as a travel agency. Notified my card about charges and they informed they get complaints all the time concerning Hopper! Did stop payment on airfare charges and price freeze charges since I have had no response from hopper. Such a lousy business practice. Definitely a SCAM! BEWARE DO NOT USE HOPPER!

👍 Useful

🚩 Report

92. The issues addressed at paras. 82 to 85 above, and the associated consumer complaints, also exemplified above, are contrary to representations made to class members by Hopper. In particular (see **Exhibit R-44**):



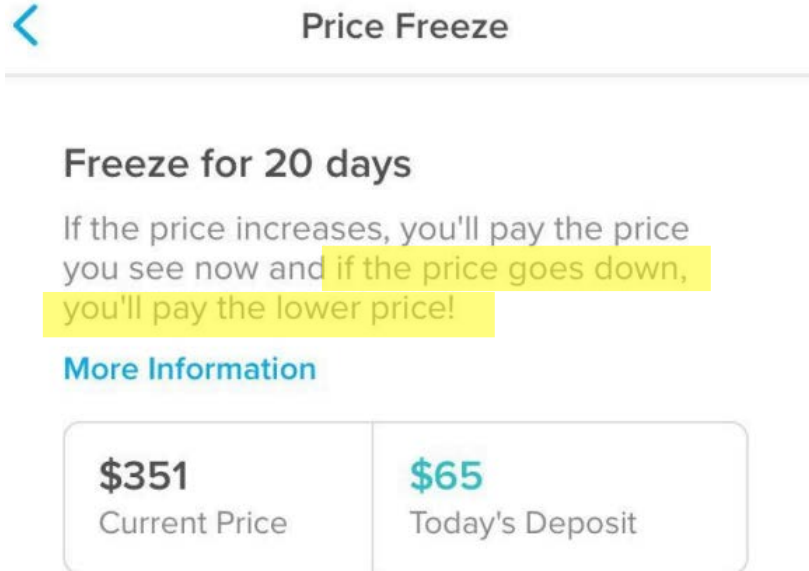
Take your time

Finalize plans or wait for the next paycheck to come in. Once you've frozen the price, you can relax knowing you locked in your price.

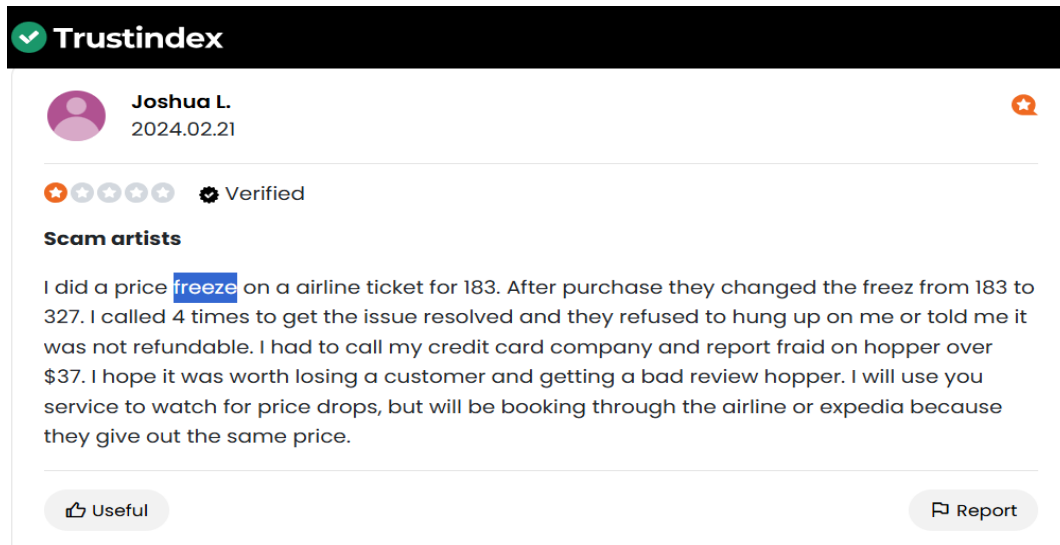


Book (or don't book!) your trip

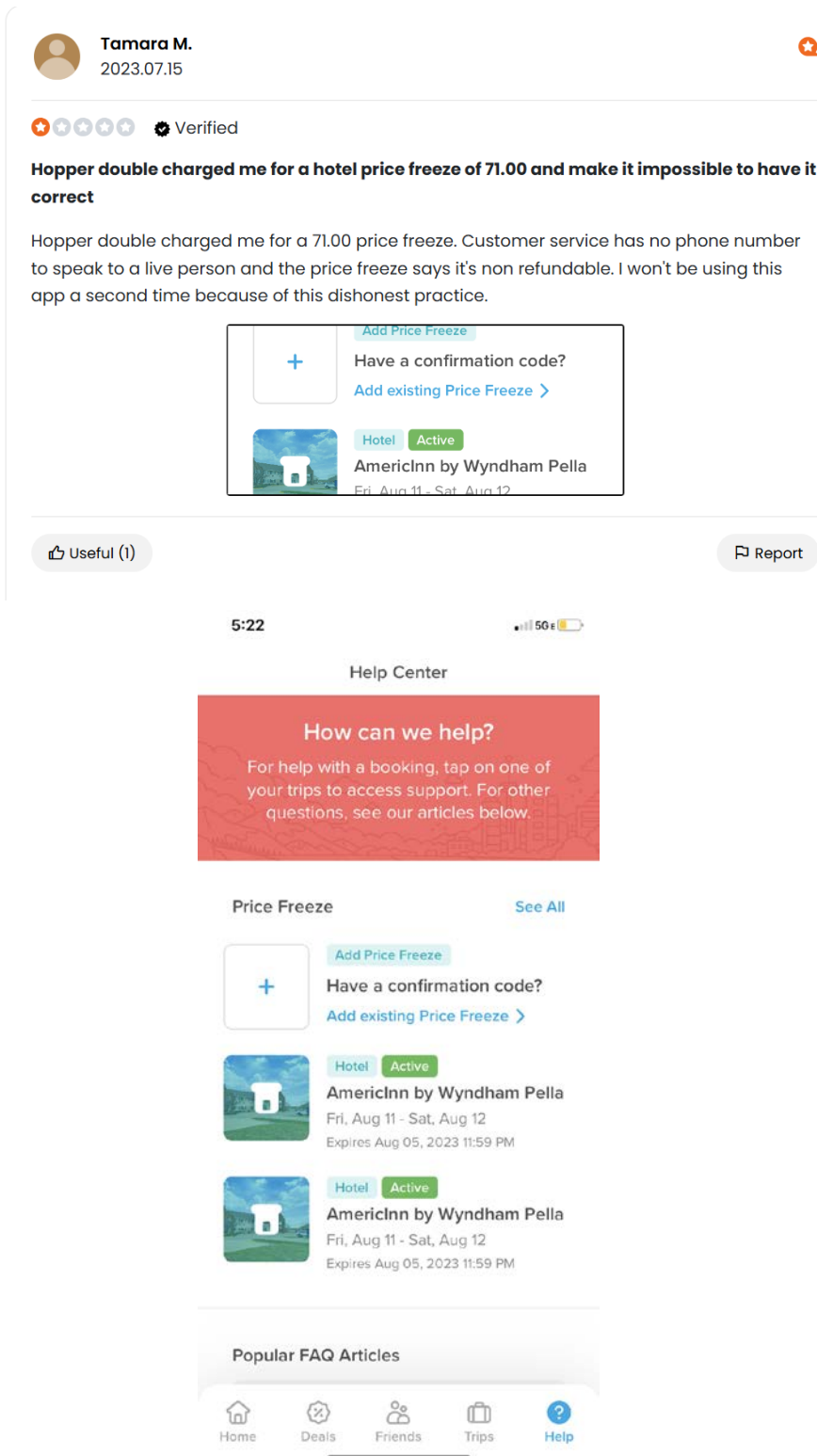
Come back anytime before your Price Freeze expires to book your trip. If the price goes up, Hopper covers the price increase. If the price goes down, you just pay the new, low price. Or, if you no longer want to book your trip, no worries!



93. Astonishingly, some consumers have complained about paying for Price Freeze with respect to a given “frozen” rate, only for the rate to be unilaterally increased by Hopper after the consumer had completed the transaction, and without the consumer providing express informed consent – or any consent of any kind. See, for example, the complaint attached herein as **Exhibit R-11**:

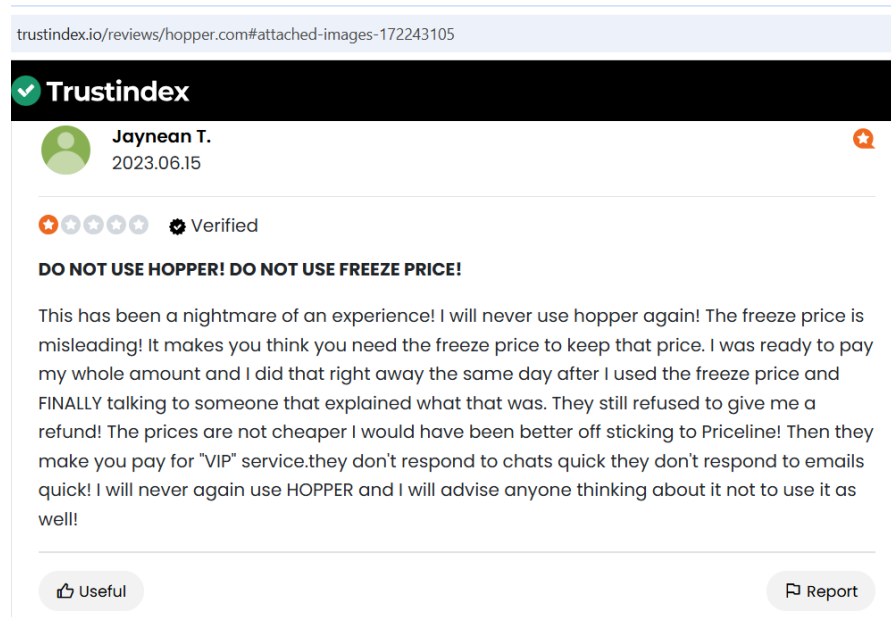


94. A further misleading and unlawful practice engaged in by Hopper with respect to the Price Freeze consists of inexplicably charging customers twice for a Price Freeze on the same booking and providing no mechanism to undo the double-charging (see below and **Exhibit R-22**):

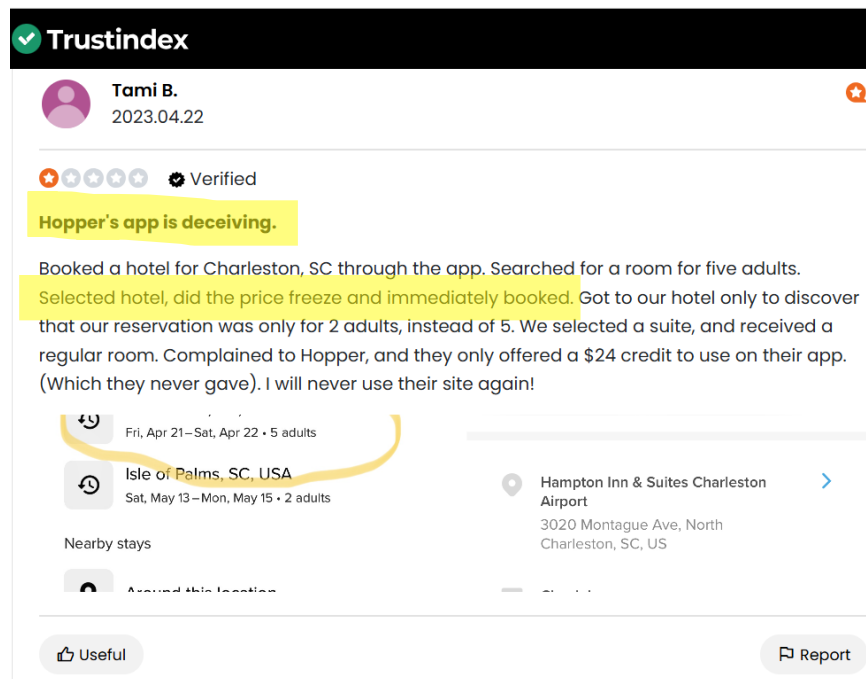


95. In addition, some consumers considered Hopper's representations concerning Price Freeze as misleading them into believing that it was a necessary part of a transaction and required in order to purchase a booking at the advertised rate.

The following consumer complaint reproduced below (and attached as **Exhibit R-26**) exemplifies this issue and Hopper's refusal to reimburse consumers who purchased Price Freeze but completed and paid for the booking at the same time:



96. The following complaint (**Exhibit R-39**) is another example of a consumer paying for Price Freeze at the time of paying for the booking in full and of Hopper not disclosing to the consumer that purchasing Price Freeze is not necessary in such circumstances:



97. Hopper's practice of charging fees for the Price Freeze feature in respect of bookings that are immediately paid for illustrates a further misleading aspect of Hopper's representations: nowhere does Hopper inform consumers that it is not necessary for consumers to purchase Price Freeze in order to pay for a booking at the time Price Freeze is first offered for purchase to consumers. Indeed, if the consumer is ready to pay right away, there is no need for them to purchase Price Freeze since there will be no rate to be frozen;
98. The fact that Hopper does not automatically prevent charges for Price Freeze fees from being charged in respect of a booking that is paid for at the same time also shows that Hopper's practices in this regard are either grossly negligent or intentional;
99. Also astonishing is that Hopper allows for a Price Freeze to be charged twice with respect to the same booking, which can arise even when the consumer did not intend to do so and strictly clicked the button twice by accident or because clicking it the first time did not generate action in the application (**Exhibit R-56 en liasse**):


Trustindex


Ana U.
2023.03.21



Verified

No time to support but lots of time to do PR

I tried to contact them because they duplicated a price freeze and it's been 2 days with no response. It's my money in their hands. However they do have time to hire employees just to look into disputes (imagine the volume they're having) because of course it's a deceptive app that charges you twice for one item and probably need professional chargeback specialist. I can't wait to read the copy paste message I got on Twitter and IG... "hi we're sorry to hear that blabla" save it and just give me my refund

team for your booking. We wanted to confirm that we've received your request for your Price Freeze and one of our team members will get back to you within 24 hours.

In the meantime, we ask that you do not submit additional requests for the same Price Freeze, as it will increase the time


Hopper
Confirmation for your Hopper Price Freeze:...
Thanks for purchasing a Price Freeze! Click... ☆


Hopper
Confirmation for your Hopper Price Freeze:...
Thanks for purchasing a Price Freeze! Click... ☆

+2


Useful (4)


Report



Hopper

Mar 19

Confirmation for your Hopper Price Freeze:...

Thanks for purchasing a Price Freeze! Click...



Hopper

Mar 19

Confirmation for your Hopper Price Freeze:...

Thanks for purchasing a Price Freeze! Click...



Your request for your flight
Price Freeze has been
received

Thanks for contacting Hopper's support team for your booking. We wanted to confirm that we've received your request for your Price Freeze and one of our team members will get back to you within 24 hours.

In the meantime, we ask that you do not submit additional requests for the same Price Freeze, as it will increase the time needed to resolve your request.

If you need to submit any additional documentation to describe your case, please respond to this email with the documentation attached.

Thank you so much for your patience and we look forward to helping you!

P.S: Please add help@hopper.com as a contact in your email account to avoid missing our replies. As well, please be sure to check your spam folder for our reply! We wouldn't want to miss helping you!

100. The fact the Hopper application allows for Price Freeze to be charged for twice in respect of the same booking further speaks to the shoddy design of the Hopper application and its propensity for generating outcomes detrimental to consumers;
101. Another problematic aspect of Price Freeze that Hopper does not disclose is captured in the following complaint (**Exhibit R-34**):

trustindex.io/reviews/hopper.com#attached-images-172243105





Sharon J.

2023.05.15

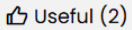




Verified

Price freeze scam

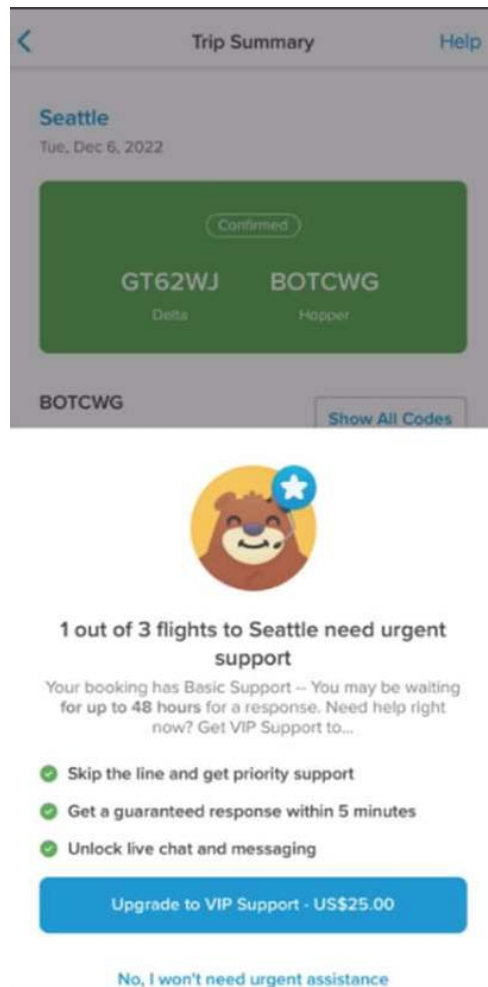
Do not use price freeze. We purchased "price freeze". We tried to book 2 days later. As you cannot book two rooms simultaneously you have to book and pay per room. I booked and paid for first room and trying to book 2 nd room says hotel is full. They refunded price freeze for that room, but as I canceled for 1st room as I could not have my family split ... we canceled and rebooked with Hopper but to my dismay they swallowed my price freeze amount and put it into their pockets! I spoke with them via chat ... but according to them its not refundable even if you rebook a day later.

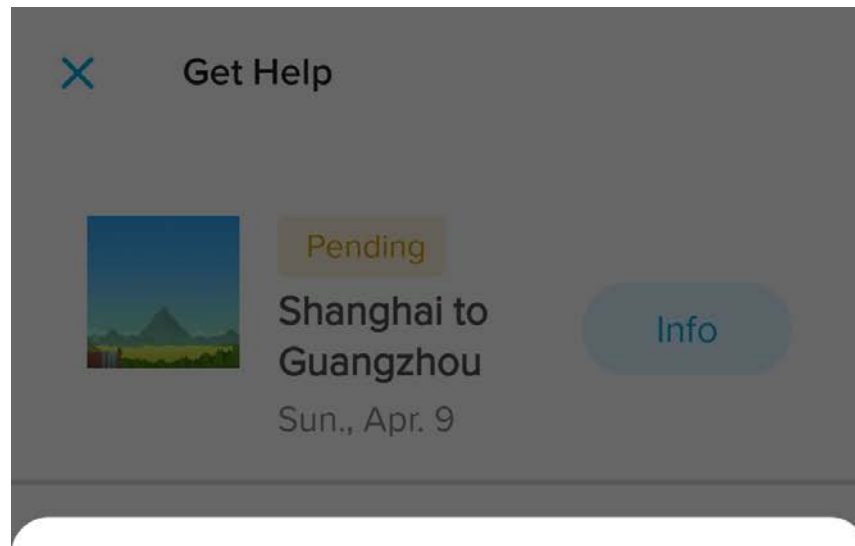



102. The practice outlined in the above complaint – that Hopper does not refund the fee paid for Price Freeze if the booking is cancelled – is contrary to Hopper’s representations to the contrary (see Exhibit R-44):
103. As these consumer complaints show, Hopper’s misrepresentations and insufficient disclosure about Price Freeze’s nature, scope, and limitations are material in being likely to influence consumers’ decisions to purchase the Price Freeze feature, the timing at which to compete a booking, and whether to book through Hopper in the first place;
104. Note that Hopper’s webpage entitled “What is Hopper’s Hotel Price Freeze” on its official website is not functional since an unknown date, displaying instead a message that says “Sorry, we can’t find this page but we’re still here to help” (**Exhibit R-31**). The same is true for a webpage entitled “What if my Price Freeze expires?” (see **Exhibit R-32**) and for another webpage entitled “Price Freeze for Flights Before You Book” (see **Exhibit R-33**);

C.5 – Misrepresentations Concerning the “VIP Support” Service and Fee

105. “VIP Support” is a paid service charged in addition to the total booking fee and purports to provide consumers with quick and timely customer service, above and beyond the basic customer service that consumers can otherwise expect. The fees for “VIP Support” have ranged from \$10 to \$42 for air travel; \$9 to \$25 for hotel stays; and \$9 for car rentals;
106. Since 2020, Hopper has repeatedly made false or misleading statements, including claiming that VIP Support guarantees consumers access to customer service instantly or within a specific timeframe (e.g. 5 or 10 minutes), as opposed to indeterminate waiting times for customer service without the paid VIP Support;
107. As part of a marketing strategy appearing to be intended to induce consumers to purchase VIP Support for timely customer service in the event of unforeseen complications, Hopper has disseminated advertisements including the following: (attached as **Exhibit R-12**)





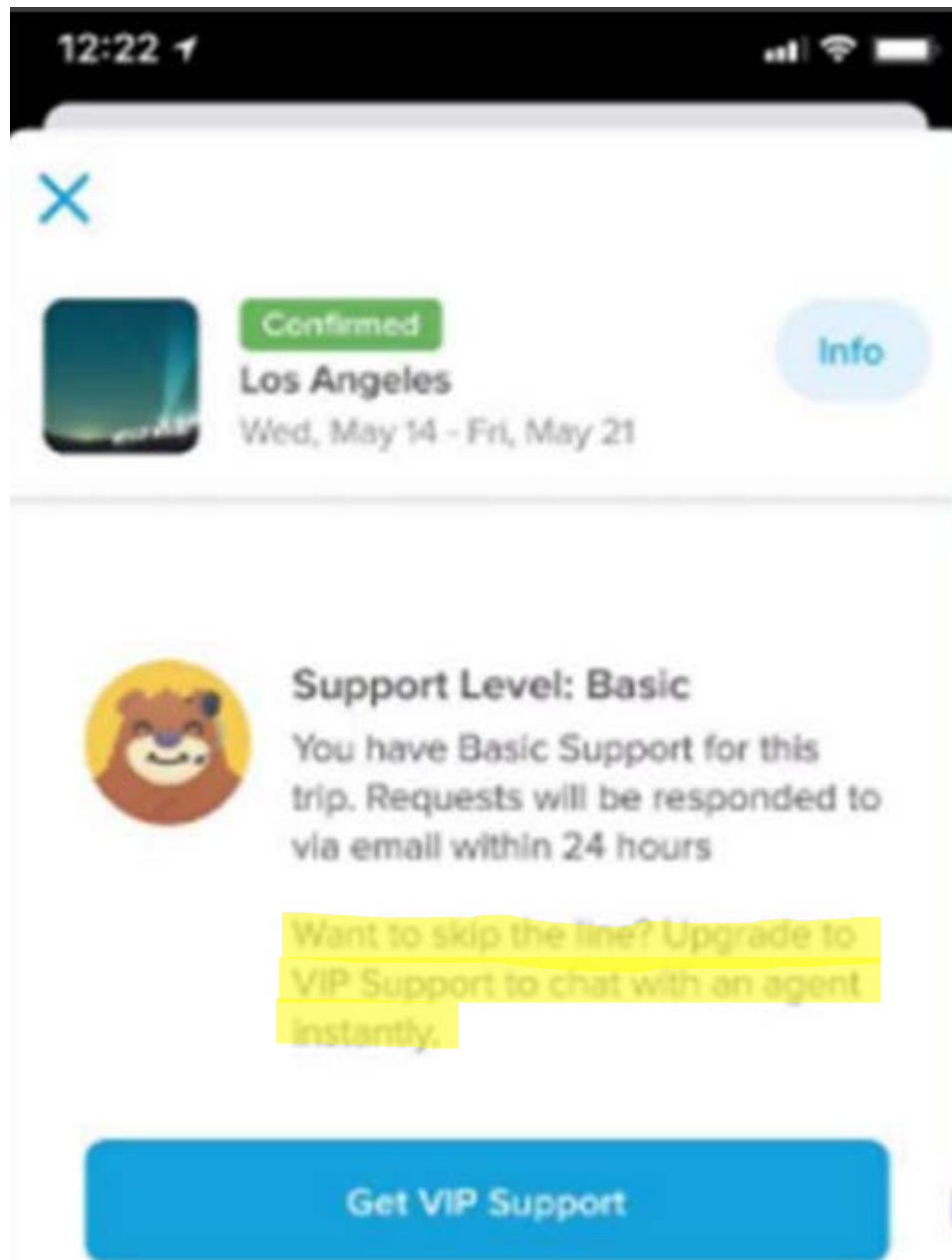
Need help right now? Upgrade to VIP Support

Your booking has Basic Support -- you may be waiting up to 48 hours for a response via email. By upgrading to VIP Support, you will get prioritized support.

- ✓ Skip the line and get a Live Agent in 5 minutes or less
- ✓ Unlock Live Chat and Messaging

Upgrade to VIP Support - A\$36.98

[No, I'd rather wait for email support](#)



108. Contrary to Hopper's representations that consumers who purchase VIP Support can expect to reach an agent within "minutes" or "instantly", consumers who purchased VIP Support were often unable to reach a customer support agent at all or had to wait significant amounts of time before being able to do so. Consumers also complain that customer service representatives reached via VIP Support after waiting for several minutes were not able to assist them with their queries, rendering "VIP Support" and the associated fee entirely nugatory;
109. Examples of consumer complaints are reproduced below and attached herein as **Exhibit R-13**:

 Trustindex


Gabriella R.
2023.04.18



★☆☆☆☆ Verified

Atrocious Customer Service

I paid for VIP customer service for my flights and I attempted for HOURS and DAYS to get in contact with them because I was going to miss my flight and I needed their help changing my flights so I wouldn't lose out on all my money, but NO ONE answered me in time, I missed ALL my flights and lost all my money. And they have NO actual phone number to call for more competent assistance. They finally responded days after I missed all my flights and they were NO help. They said "we will transfer this issue on to another department" and they transferred my "issue" MULTIPLE times and it took them an ENTIRE month to even respond without saying "my issue is being transferred." Then they blamed me for the issue and said they don't owe me any money when the money loss would not have occurred if they gave me the customer service I paid for and responded to my inquiries in the first place. They continue to be no real help and take days to respond when I first contacted them over a month ago about their beyond terrible customer service. I am still battling with them over email to get my money back.

 trustindex.io/reviews/hopper.com

 Trustindex


Ashley D.
2024.01.29



★☆☆☆☆ Verified

DO NOT BOOK THROUGH HOPPER THEY WILL RUIN YOUR TRAVEL

The VIP support is probably **not humans**, just a robot that chats with you in circles. The conversation goes like this:

"Give me a moment to look at your reservation"

10 mins later

"I'm transferring you to some-important-sounding-department to further assist your needs"

Me: "no, please help me. I'm stranded!"

cycle repeats

I purchased VIP support and missed-connection guarantee and I've tried talking to them for a week to help when I had a close connection for a flight. They refused to help. I was left stranded at the airport overnight.

Use Hopper to see prices and schedules, but NEVER book with Hopper.

 Useful

 Report

 Trustindex


Kristi T.
2023.10.23



★ ★ ★ ★ ★ Verified

Worst place to buy tickets!

TERRIBLE customer service! They never help you and you cant understand anyone! I have used this app a couple of times and every time is a hassle. They make you pay \$42 just to speak to someone who doesnt understand you or what is going on with your flights. Their insurance is a scam as well. They offer you multiple different insurance plans but they dont actually cover anything. Spoke to the airlines to get a refund and the card on file from the app was a different card number for BOTH airlines. Said it was a card from a totally different state than what I live in. Now I wont get my money back and Hopper just says there's nothing they can do. I will NEVER use this app again!

Useful

Report

 Trustindex


Anthony C.
2023.10.22



★ ★ ★ ★ ★ Verified

Waste of a Sunday

They pick a time for you to pick up a car on the app, wont allow you to change. So you call them... they tell you to purchase the car and call the car rental company to change. You do and they say you oh we cant so cancel it and call hopper. You cancel it and call hopper and you cant talk to hopper unless you have a rental! So you purchase one... you cant talk to customer service unless you have the "VIP Premium" talk to a rep service this is \$7. So now you are PAYING to talk to customer service about already being annoyed. Then you purchase to talk to them just to get the run around all over again and end up cancelling your car rental and going with someone else. Awful, awful experience.

Useful

Report



Richard H.
2023.10.18



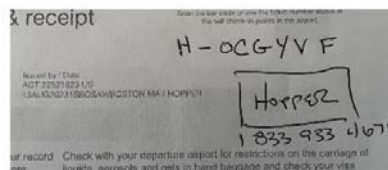
★ ★ ★ ★ ★ Verified

There is no way to get help if they do not recognize you as a "vip" customer.

Very frustrating to be wrangled by a robot that will not accept the hopper booking # as it claims that it is "not eligible for vip phone support."

The airline insists that customers adjust their reservations through the "agent." Hopper, as the agent will not even accept a phone call.

Customer beware! I will never use them again.



Useful

Report

trustindex.io/reviews/hopper.com#attached-images-172243105



Louise L.
2023.07.21



★ ★ ★ ★ ★ Verified

Do Not Fall For Fake Promises

I wish I read the reviews before using this app.

I paid for VIP and Change For Any Reason add-ons.

I bought Premium tickets. I did all this so a long potentially gruelling overseas connecting flight would be as manageable as possible.

The service agent was friendly when I wanted to change my return to two days later (this was before the start of the whole trip)

I had to wait on hold 25 minutes for a human to pick up. (VIP-not)

After verifications and explaining what I wanted which took another 10 minutes, the agent informed me that he had no authority to change it and would have to transfer me to a department for which there was no direct number. That would be at least another 20 -30 wait (but I don't know because I haven't reached them yet)

Tried the online help chatbot too which wrote "An agent will be with you shortly) and 45 minutes later the chat bot agent never typed another word.

Everything you should know about why not to use this app:

1. I could not get assigned seats without being charged for them - and this was after purchasing a super expensive premium fare (and many seats in my class were already unavailable at the time of selecting newly paid for seats)

2. VIP and Change For Any Reason isn't worth the money! I still had to wait an hour. The number the app gives you ONLY reaches someone you wait 25 minutes to get who has no authority to change your ticket.

3. Hopper is a third party, making money off of an online platform with very little actual human help.

Booking directly with the airline is so much less headache when it comes to making standard changes.

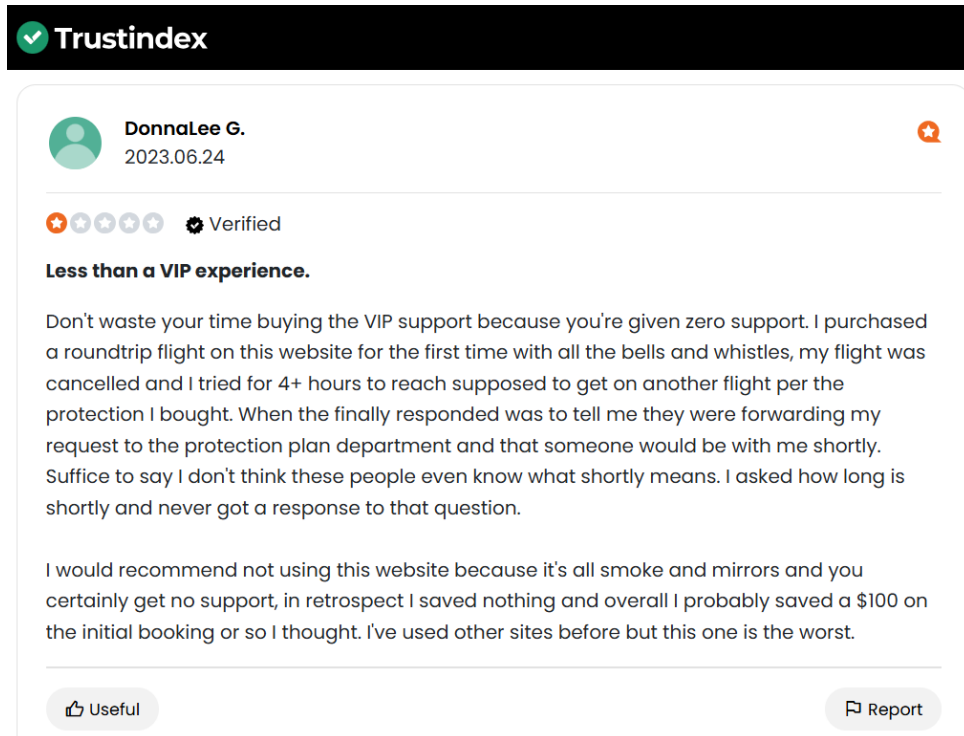
The penalty fee would absolutely be worth the headache of living through the wasted time and false promises of this Hopper app.

...

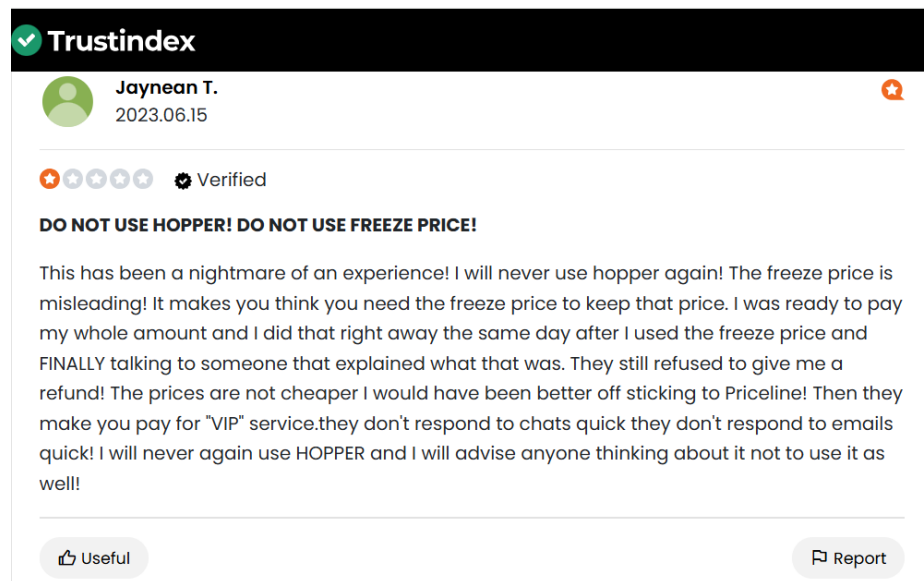
▼ more

👍 Useful

🚩 Report

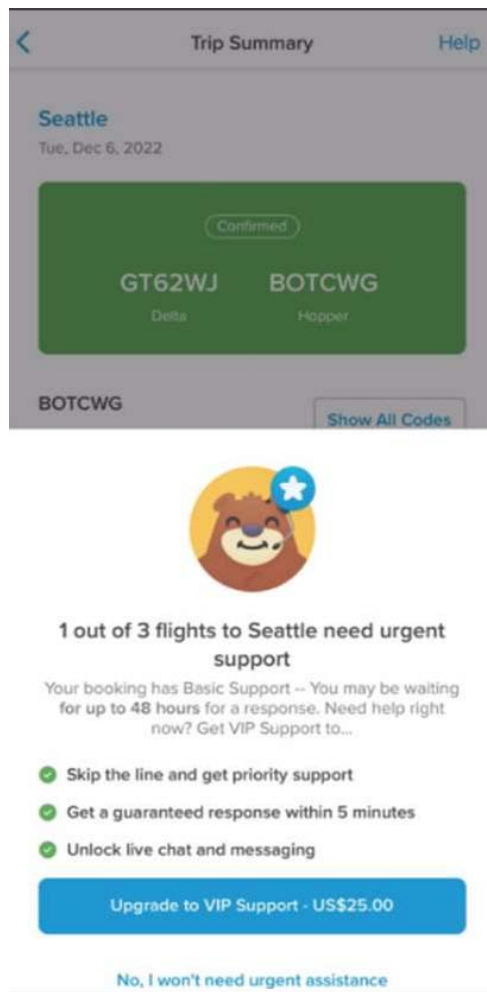


110. As the following consumer complaint (Exhibit R-26) shows, some consumers were misled by Hopper's misrepresentations concerning VIP Support and Price Freeze, which are two of its services at issue in the present class action:



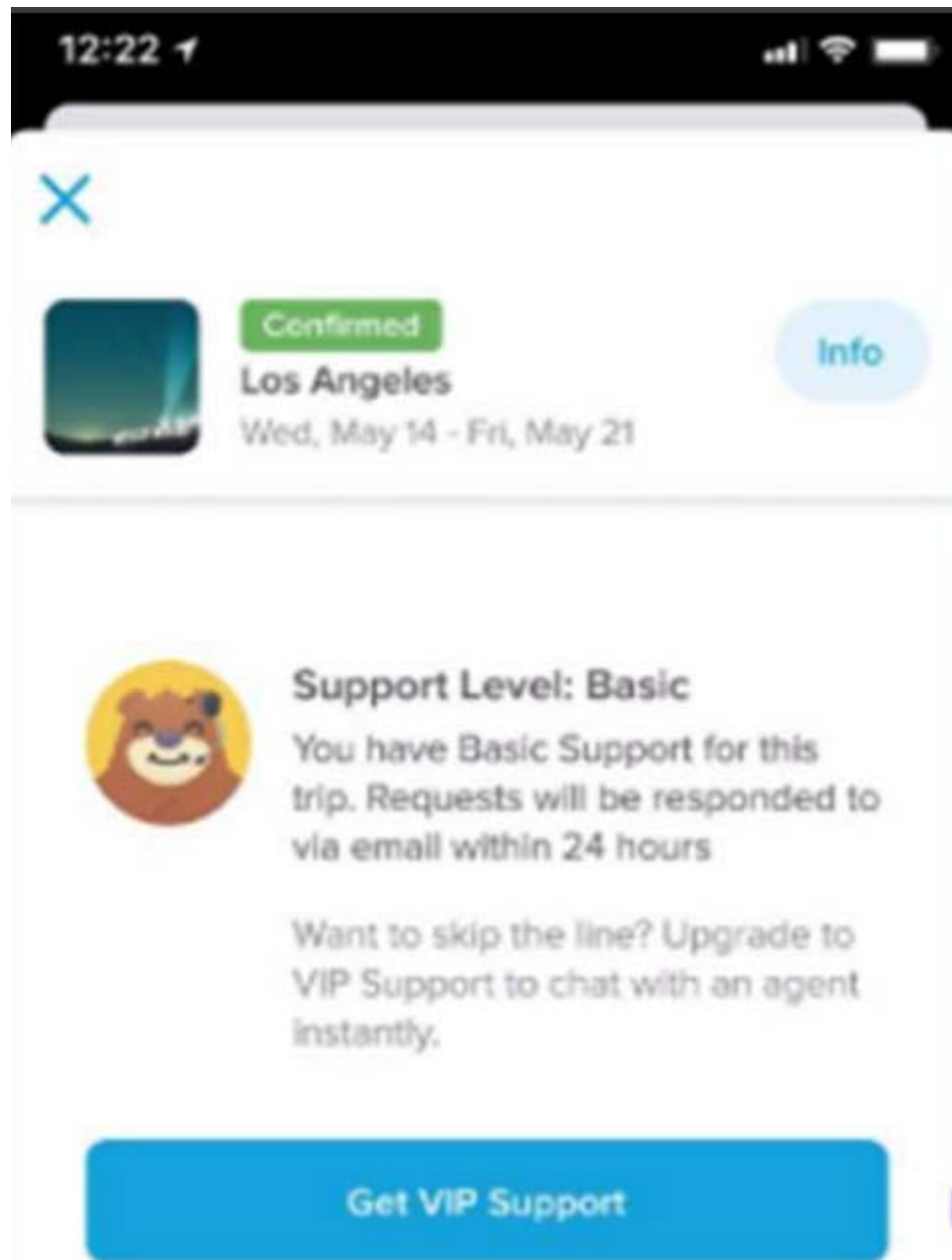
111. Hopper's misleading representations concerning the availability of, and consumers' access to, VIP Support were material because they were likely to influence a reasonable consumer's decision to purchase VIP Support to receive customer service above and beyond the Basic Support provided without charge with every reservation;

112. At its core, VIP Support allows Hopper to offer substandard customer service to consumers who do not pay for that service and to fail to deliver on their promise of timely access to customer service within guaranteed time windows for consumers induced to purchase it;
113. A further set of misrepresentations made by Hopper concerning the “VIP Support” service relates to its failure to disclosure or adequately disclose that the fee charged for the service is separately charged for each ticket associated with a booking, rather than being charged once per booking regardless of the number of tickets purchased. This is *prima facie* counterintuitive, illogical, and deserving of specific and conspicuous disclosure to consumers to enable them to make an informed decision as to whether or not to purchase “VIP Support”;



114. The above screenshot (Exhibit R-12) from the Hopper application – taken from the U.S. app – invites the user to “Upgrade to VIP Support” with reference to the “booking” and there is no mention that “VIP Support” must be purchased for each traveler for whom a ticket is being purchased as part of that booking;

115. No mention is made in the following screenshot either (also Exhibit R-12), which only invites the consumer to “Get VIP Support” and highlights that “You have Basic Support for this trip” (emphasis added):



116. Note that Hopper’s webpage entitled “VIP Support Terms & Conditions” page on its official website is not functional since an unknown date, displaying instead a message that says “Sorry, we can’t find this page but we’re still here to help” (Exhibit R-30);

C.5 – Regulatory Scrutiny and Other Litigation

117. The above practices alleged to have been committed by Hopper have also been the subject of regulatory scrutiny by the U.S. Federal Trade Commission;
118. On July 2, 2026, the Commission announced (**Exhibit R-18**) that it had filed a Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief (**Exhibit R-19**) in the United States District Court for the District of Massachusetts in the matter of *Federal Trade Commission v. Hopper (USA) Inc. and Hopper Inc.* (Case No. 26-cv-13058). Under this order, Hopper agreed to pay USD\$35 million, to cease and desist from making false or deceptive representations, and to obtain valid express prior and informed consent before charging fees to consumers;
119. Hopper’s subsidiary Hopper (USA) Inc. was previously sued in class action litigation in the United States with respect to its deceptive practices and fees relating to the “Price Freeze” feature (see *Shalimar Acosta v. Hopper (USA) Inc.*, Case No. 1:22-cv-03974, United States District Court Northern District of Illinois, Eastern Division, July 31, 2022). The Complaint is attached herein as **Exhibit R-41**. Hopper USA’s motion to dismiss was dismissed on April 25, 2023 (see **Exhibit R-42**). On August 23, 2023, the class action was dismissed with prejudice on consent after “the parties... reached an agreement to resolve all claims asserted in this action) (see **Exhibit R-44**);

C.6 – Consumer Feedback

120. Considering Hopper’s misleading, deceptive, and unlawful practices, it is unsurprising that it has a 1.01 star rating out of 5 possible stars based on 145 consumer reviews filed on the Better Business Bureau’s website (see **Exhibit R-35**) and 1.3 star rating out of 5 possible stars based on approximately 5,700 reviews, including 3,134 reviews (or 55%) being 1 star (see **Exhibit R-48**);

C.7 – Claims Asserted on Behalf of Class #2 Members

121. Additional allegations asserted by the Applicant on behalf of Class #2 Members.
122. In particular:
 - Hopper represented prices to be charged for a round-trip flight, indicating the price above the phrase “Total round trip”;
 - However, when consumers sought to purchase the round-trip flight at the advertised price, Hopper then represented that the price was only for the outbound or inbound leg of the round trip;

- This had the effect of forcing the consumer to pay a higher price than initially advertised for the same round-trip flight, including by being required to purchase the outbound or inbound leg of the round-trip flight that was not included in the initially advertised price;
- Consumers were misled by Hopper, including by its use of the phrase “Total round trip” under the price of the outbound or inbound leg of the round-trip flight;

123. The following consumer complaint speaks directly to this unlawful practice (see Exhibit R-23):





Alan C.
 2023.07.05



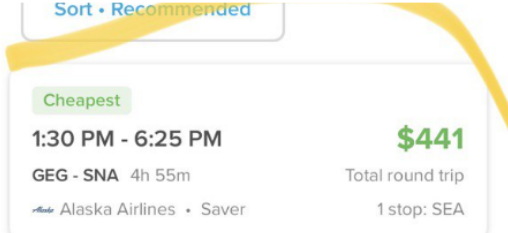
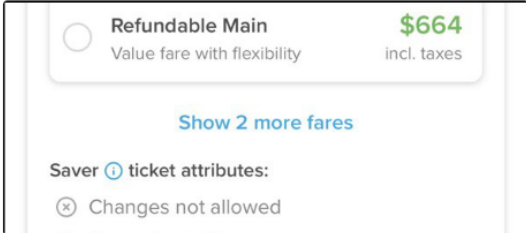





 Verified

Double The Price vs Booking With Airlines Directly

I tried using Hopper two times now and haven't found it very beneficial. Both times I used the app, when I choose "Round Trip" it gives me a price and then it goes up once you proceed through the checkout process. Here is an example of when I was booking today. It showed a price of \$441 round trip. It even says "Round Trip" on it as well. Then as I move to the next page it says it's \$441 for "Outbound" only. Then you have to purchase your return flight for around the same price. This website (Hopper) is about double the price than going straight to the airlines themselves. For a round trip flight from Spokane to Orange County California it would be around \$900 on the Hopper website. I booked round trip with Delta airlines directly yesterday and I paid \$465 out the door with fees and everything. So far, I don't see this website being valuable. See photos I uploaded for proof of what I am saying.

 Useful (1)

 Report

124. The screenshots uploaded by the consumer directly corroborate his account and demonstrate that Hopper represented a roundtrip flight at the price of \$461 only to then represent that this price was only for the outbound leg of the flight (also attached as Exhibit R-23):

12:26



Hopper Mix and Match Fares



Our algorithm has combined flights from separate airlines to create cheaper tickets for you!

Outbound to Santa Ana (SNA)

Jul 13

Round trip, per traveler

Sort • Recommended

Cheapest

1:30 PM - 6:25 PM

\$441

GEG - SNA 4h 55m

Total round trip

Alaska Airlines • Saver

1 stop: SEA

5:45 AM - 11:05 AM

\$441

GEG - SNA 5h 20m

Total round trip

Alaska Airlines • Saver

1 stop: SEA

5:00 AM - 12:28 PM

\$441

GEG - SNA 7h 28m

Total round trip

Alaska Airlines • Saver

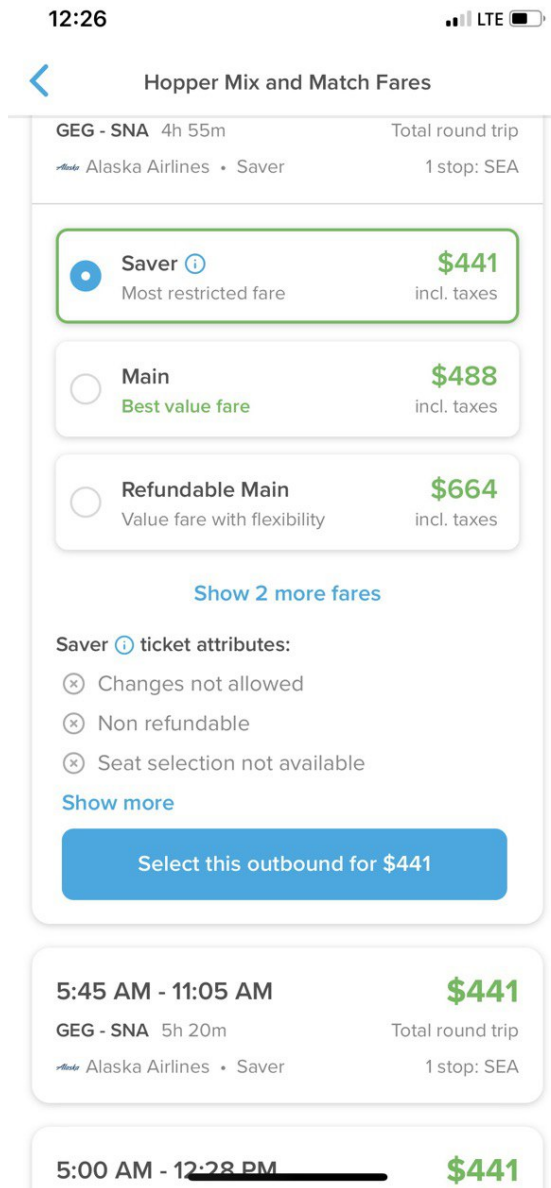
1 stop: SEA

Missed Connection Guarantee™

6:10 AM - 7:19 PM

\$441

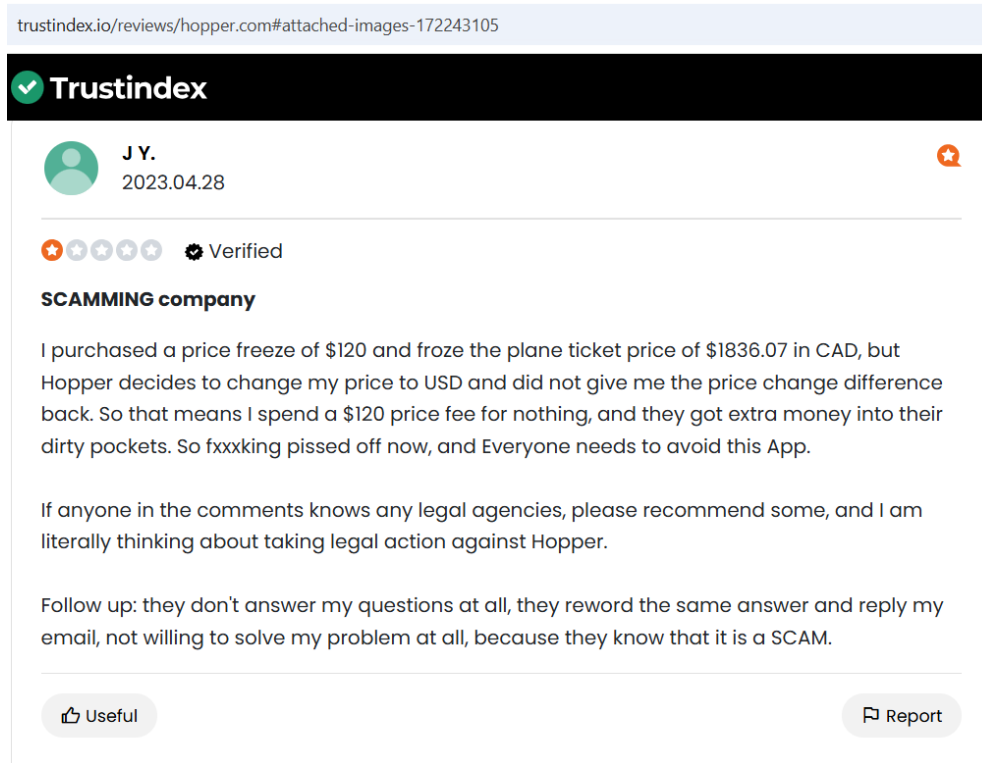
125. The above screenshot expressly states “Round trip, per traveler” above a list of flights with different departure times. All flights on the displayed list are priced at \$441, with the phrase “Total round trip” appearing under the price. As well, the box above the phrase “Our algorithm has combined flights from separate airlines to create cheaper tickets for you!” This phrase distinctly represents that there is more than one ticket involved, and indeed, at least two;
126. However, upon clicking on the relevant flight selection, the next page provides a list of different prices for the “Saver”, “Main” and “Refundable Main” options. A screenshot of that page appears below and at Exhibit R-23;



127. As the above screenshot shows, upon selecting the “Saver” option, the button that appears under the drop-down list indicated “Select this outbound for \$441” This shows that the \$441 represented on the previous page as “Total round trip” is not the actual total price for the round-trip flight;
128. Instead, the consumer would be required to purchase the return flight for the same price in order for there to truly be a round-trip flight. As such, the consumer did not pay \$441 for a round-trip flight, but rather \$882 – that is, two times higher than the “Total round trip” represented on the above screenshot;
129. Fundamentally, Hopper made misrepresentations concerning the total price of round-trip tickets, did not honour those representations, and charged a total price higher than what was initially advertised;

C.8 – Claims Asserted on Behalf of Class #3 Members

130. Additional allegations asserted by the Applicant on behalf of Class #3 Members;
131. In particular:
 - Hopper advertised booking rates in Canada in Canadian dollars;
 - Hopper offered class members to purchase the “Price Freeze” feature to “freeze” the rate for particular period of time within which consumers must complete the booking transaction;
 - After the consumer purchased “Price Freeze”, Hopper revised the advertised booking rate from Canadian dollars to a rate in US dollars, which was higher than the booking rate advertised in Canadian dollars;
 - The increase in price caused by the switch to US dollars was not prevented by the Price Freeze feature;
 - Hopper refused to reimburse consumers who had to pay a higher price to pay for their booking based on these practices;
 - Hopper never disclosed to consumers that it could unilaterally change the advertised rate from Canadian to US dollars in respect of the booking for which the Price Freeze feature was purchased;
132. Consumers have complained about this practice, as exemplified by the following (attached herein as **Exhibit R-36**):



133. The Applicant asserts that Hopper's practice in this regard is misleading, deceptive, and unlawful. This practice is also contrary to Hopper's representations that the application does not involve hidden fees or "gotcha" charges;

C.9 – Claims Asserted on Behalf of Class #4 Members

134. Additional allegations asserted by the Applicant on behalf of Class #4 Members;
135. In particular:
- Hopper advertised booking rates and service fees (such as VIP Support) to consumers in Canada in Canadian dollars or without specifying the currency;
 - Hopper led Canadian consumers to believe that they would be paying for their booking in Canadian dollars;
 - Hopper did not notify Canadian consumers that they would be charged in US currency (USD) (or another currency, such as Euros) prior to consumers completing and paying for the booking and/or service (such as VIP Support);
 - Hopper charged Canadian consumers in US dollars (or another currency, such as Euros), resulting in a higher price being charged than advertised at the outset of the purchasing process;

- Hopper only notified Canadian consumers that they had been charged in US dollars (or another currency, such as Euros) for their booking ad/or service (such as VIP Support) after the consumer had already completed and paid for the booking and/or service;
136. As evidenced by the email, the Applicant experienced this precise issue with respect to his purchase of the “VIP Support” service (see **Exhibit R-46**):



Faites vos valises pour Bangkok!

Consultez votre reçu complet avec les détails du vol et des passagers ci-dessous.

Confirmée

E-
1856933152388472832
6UC8M7

Numéro de réservation
Hopper
Thai VietJet Air

[AFFICHER LE VOYAGE](#)



Assistance VIP

Félicitations ! Vous avez accès à une assistance premium Hopper pour votre vol ! Pour joindre l'un de nos meilleurs agents, ouvrez l'application Hopper et sélectionnez votre réservation de voyage. [Plus d'informations](#) sur l'Assistance VIP



Vol aller

Phuket – Bangkok

Economy Cabin

décembre 05, 2024

1h 30m Sans escale

 Thai VietJet Air - VZ307

Phuket

HKT

17 h 30



Bangkok

BKK

19 h 00

1h 30m

Tarif détaillé

Jean Bessette

Tarif de base:

36,46 \$ US

Taxes et frais:

8,94 \$ US

Tarif de base:

36,46 \$ US

Taxes et frais:

8,94 \$ US

Informations de paiement

Paiement par carte :

\$105.80

Total

105,80 \$ US

Cette réservation sera facturée en USD.

137. The Applicant's experience is not an isolated example. The following consumer complaint from June 23, 2026 (**Exhibit R-49**) and January 4, 2026 (**Exhibit R-52**) points to a systematic practice:



Isaak Harris
 CA • 1 review

Jun 24, 2026



Canadians Beware, Hopper does as much as possible to mislead you into thinking youre paying CAD when youll be charged USD

went through booking a flight all of the prices were listed in CAD and then there was some listed simply as XX.XX\$ without the CAD. i didnt think anything of that and assumed it was still CAD. at the end my bill showed up as simply 489.34\$ with a tag underneath that said "This booking will be charged in CAD" I was then charged the US equivalent of 489.34 (200\$ more than i was expecting) called support and was told there was no possibility of refund despite their incredibly misleading language.

June 23, 2026

Unprompted review



Rohit Dandona
 CA • 3 reviews

Jan 4, 2026



Cheaters. Do not use this app

Wish If I could provide zero star as minimum is 1 star. Hopper is not trustable app. I used if for first time and that would be my last time. I regret. But now I have deleted this app forever. They are cheaters. I advised my daughter to book air ticket on Hopper as it is a new app. She booked ticket online with Hopper and told me prices are very competitive without knowing that prices are in USD and not CAD. It is a major miscommunication or done delieberately by Hopper to cheat customers. Customer service also hopeless.

January 2, 2026

Unprompted review

 Useful 1
  Share
 

138. A further example consists of the consumer complaint and screenshots reproduced below and attached herein *en liasse* as **Exhibit R-57**:


Trustindex


Christopher K.
 2023.03.14


 Verified

Scam with bad customer service

Deceitful business practices! I purchased flight tickets. Prior to finalizing my purchase, the price breakdown was \$1357.38 (with a note on the bottom that this will be charged in CAD – Canadian dollars). After purchasing, I received an email receipt for over \$1800 (with a note on the bottom that this will be charged in CAD). I went back into the app and found a price breakdown that was identical to the initial one with one key detail changed – the note now said that it will be charged in USD – American dollars. Screenshots are attached.

Moreover, their customer service is abysmal. Cannot contact a person unless you pay \$42 USD for VIP customer service).

Carrot Cash	-\$14.84	Ticket #	
Total	\$1,357.38	Carrot Cash	-\$14.84
This booking will be charged in CAD.		Total	\$1,357.38
		This booking will be charged in USD.	

 Useful (1)

 Report

139. Below (and at Exhibit R-57) is the price breakdown in Canadian dollars alluded to by the consumer that was initially represented to him by Hopper on the application prior to his payment of the booking charge:

7:34 [messaging icon] [camera icon] [signal bars] [Wi-Fi icon] [30% battery icon]

← Price Breakdown

[redacted]	
Base Fare	\$686.11
Taxes & Fees	\$0.00
[redacted]	
Base Fare	\$686.11
Taxes & Fees	\$0.00
Carrot Cash	-\$14.84
Total	\$1,357.38

This booking will be charged in CAD.

140. Below is the price breakdown in U.S. dollars that the consumer found on the Hopper application after being charged in U.S. dollars for the identical booking represented to him at the same price in Canadian dollars prior to being informed for the first time by email that he had been charged in U.S. dollars:

8:37 ..

Price Breakdown

Base Fare	\$686.11
Taxes & Fees	\$0.00
Ticket #	
Base Fare	\$686.11
Taxes & Fees	\$0.00
Ticket #	
Carrot Cash	-\$14.84
Total	\$1,357.38

This booking will be charged in USD.

141. The following consumer complaint (**Exhibit R-50**) from July 3, 2026 shows that the practice is not only deployed against consumers situated in Canada but in other parts of the world:



Katya

AU • 1 review

Updated 2 days ago

**Absolute scam artists. Can't even uphold their own policies**

Absolute scam artists.

I've booked flights while logged into the browser with my currency preference as AUD.

I've then proceeded to purchase tickets at what looked like a decent price, only to be flogged an additional \$2000 AUD because there was no indication anywhere during checkout that the ticket price was being displayed in USD!

The help chat won't resolve anything and can't even provide a further contact, their email bounced back as unmonitored, and their phone lines will not connect for callers outside US.

Disgraceful scam company that won't even allow you to contact them for support.

EDIT: They've replied and the information provided is manifestly false. There was no indication that I was being charged in USD, I was logged in in Australia with AUD preference, and the \$ value displayed at checkout was \$2000 less than what was charged to my card so it was indeed charging to USD without notifying me. If any of what their reply said was correct, this wouldn't have happened to me. Turns out they have rubbish customer service too.

EDIT AGAIN: Even more obscene business practice.

I contacted hopper with screenshots from the laptop booking pages showing that my purchase had no indication of currency in it. hopper customer service told me that \$ on my screen means USD. This directly contradicts the advice in the response here from Hopper saying that it charges in local currency. If that is the case then local currency needs to be displayed to the purchaser to make clear that their quote is not in local currency at checkout. I booked my flight originating in Australia and \$ applies in Australia: they have made it impossible to tell for all \$ users until you are already swindled.

Another lie: the email booking confirmation provides an email address support@hopper which I emailed within the same day as making the booking.

I was told that I had to contact within 24 hours to adjust or cancel the booking.

Emailing the address provided apparently also doesn't meet the standard of contacting within 24 hours because their service representative told me that wasn't enough to qualify as contacting to seek assistance, despite me emailing 3 of their email addresses on the same day of booking day to seek help.

AGAIN their email addresses all bounce saying they are unmonitored so Hopper makes themselves appear impossible to contact, and moves the goalposts on what their services require from the customer. Their policy purposefully obfuscates any path to resolution and when you provide them with what they ask they still deny you anyway.

Absolute joke, I am now seeking to receive a chargeback with my bank and wouldn't let my worst enemy waste their money with this trash company.

July 3, 2026

Unprompted review

142. As well, a class member who contacted the undersigned law firm on July 6, 2026 with regards to the present class action stated: "Payer 1600\$ canadien mais facturer en euros alors 1600\$ en euros = 2700\$ canadien";
143. Hopper does not deny that it charges consumers in Canada and elsewhere in currencies other than the local currency (for example, it does not always charge Canadians in Canadian dollars). Hopper's response to the complaint reproduced above and attached as Exhibit R-49 and Exhibit R-52 makes this clear (see **Exhibit R-50**):



Reply from Hopper

3 days ago

Thank you for bringing this to your attention.

You can select a display currency for browsing trips on the Hopper app. Depending on your trip, you may be charged in a different currency when you make your purchase.

You will be charged in the currency used in the origin location of the trip you're booking. For example, a flight from Amsterdam to Montreal may be displayed in Canadian Dollars (\$ CAD) but will be charged in Euros (€ EUR). The currency used to charge the booking will always be noted in the "Review Details" or "Trip Review" section before you pay and on your receipt.

Please note that the only available display currency on Hopper.com is US Dollars (\$ USD).

This information is available from our Help page. Rest assured your feedback will be shared directly with our management team as we continuously work to improve our customer experience.

144. As exemplified in this consumer complaint (**Exhibit R-53**), contrary to Hopper's explanation above, it appears that Hopper also charges is USD for reservations made from Canada for a Canadian hotel. As the consumer points out, this is especially ironic – not to mention entirely misleading – when the consumer and hotel are located in Canada and since Hopper is a Montreal-based company:



Philip Allan

CA · 1 review

Jan 4, 2026



Hopper misrepresents its services and bills in US dollars even for Canadian bookings in Canada

Hopper misrepresents its services and despite no indication of currency (booking a Canadian hotel from Canada from agency headquartered in Montreal would normally be billed in Canadian dollars) THEY BILL IN US CURRENCY.

Having a cancellation fee payable in USD is no indication of anything other than a cancellation fee, essentially indicating that within a few days of the reservation there is no refund.

Contacting their poorly named "customer service" department is a major challenge and there is little or no replies to calls, emails or letters. Finally, if thinking of booking through this group, contact the end destination directly instead and you will save a lot of money and avoid hassles

September 6, 2025

Unprompted review

145. As seen above (Exhibit R-50), Hopper claims to provide disclosure of the fact that it charges bookings in the currency of the destination for which a booking is made, rather than the local currency of the jurisdiction in which the consumer is located. However, its explanation runs expressly contrary to the Applicant's experience and to the consumer complaints reproduced above – among many others – in which consumers saw the CAD next to the price to be paid for a booking outside of Canada, or for which only a dollar sign (\$) without USD next to it appeared;
146. As well, while Hopper claims that consumers “can select a display currency for browsing trips on the Hopper app”, there is no reason why the default currency is not or should not be that of the local jurisdiction (e.g. Canadian dollars for Canada) instead of requiring the consumer to take positive steps to make it the default;
147. In any event, based on the clear consumer confusion, bewilderment and frustration with being charged in foreign currencies despite believing they were paying in Canadian dollars, the Applicant asserts that Hopper fails to provide adequate disclosure and that any representations made by Hopper as to the currency to be charged for foreign reservations are misleading, deceptive, false, and inadequate;
148. A further example of Hopper's deceptive, misleading and problematic practices pertaining to the currency charged to consumers involves Hopper expressly representing that the booking will be charged in the consumer's local currency only to then charge the booking in a different currency, such as US dollars. This practice is exemplified in **Exhibit R-54** below *en liasse*:

← Price Breakdown

nita wahyu elytta

Base Fare	A\$182.14
Taxes & Fees	A\$28.04
Ticket #	
Carrot Cash	-A\$14.79
Total	A\$195.38

This booking will be charged in AUD.



Trip Summary

[Help](#)

Shanghai to Guangzhou



Sun, Apr 9

7:30 pm – 9:50 pm



China Eastern



Fare Details



Cancellations, changes and baggage info



Travelers: 1 Adult



nita wahyu



Seat Selection



SHA - CAN: Not picked



Hopper Trees

2 trees will be planted to help offset this trip (free)

[More information](#)



A\$195.38



on MasterCard 0441



Trip Summary

[Help](#)

Shanghai to Guangzhou



Sun, Apr 9

7:30 pm – 9:50 pm



China Eastern



Fare Details



Cancellations, changes and baggage info



Travelers: 1 Adult



Kamran



Seat Selection



SHA - CAN: **Not picked**



Hopper Trees

2 trees will be planted to help offset this trip (free)

[More information](#)



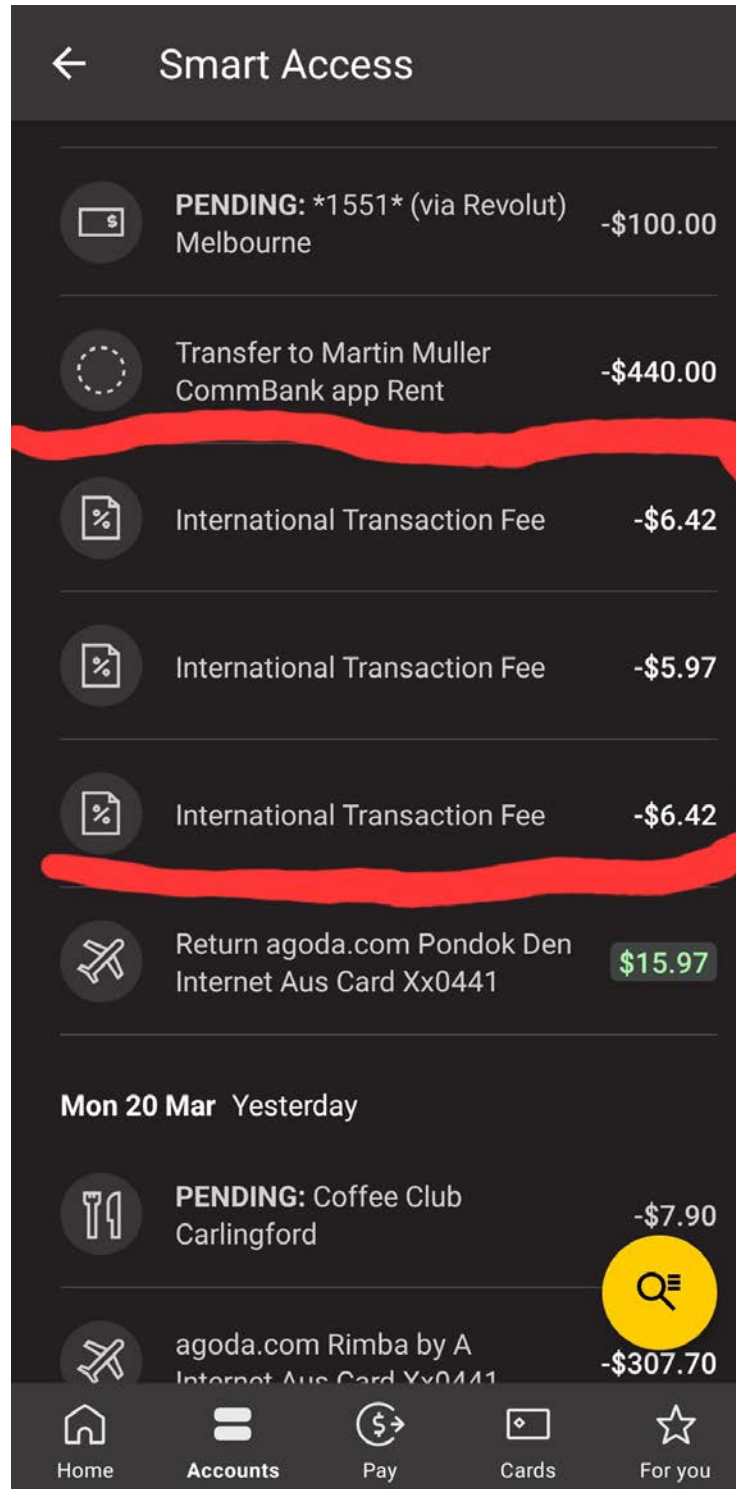
A\$210.17



on MasterCard 0441

Smart Access		
Sat 18 Mar 3 days ago		
	Hopper Travel 8555003548 Ma USA Card Xx0441 Usd 142.07	-\$214.04
	Hopper Travel 8555003548 Ma USA Card Xx0441 Usd 142.07	-\$214.04
	Hopper Travel 8555003548 Ma USA Card Xx0441 Usd 132.07	-\$198.98
	trip.com Sydney Aus Card Xx0441	-\$283.00
	trip.com Sydney Aus Card Xx0441	-\$283.00
	Shopback Vouchers Rrp7 Australia Aus Card Xx0441	-\$150.00
	shein.com Melbourne Aus Card Xx0441	
		
		
Home	Accounts	Pay
		
		Cards
		
		For you

149. As also shown in the screenshot below (also Exhibit R-54), not only did consumers victim of this practice end up paying more than the rate initially represented by Hopper under the local currency, the consumers also had to pay international transaction fees from their credit institution for charging their credit cards for transactions in foreign currencies:



150. Once again, this is not an isolated example, as shown in the consumer complaint below (attached as **Exhibit R-55**):



Joanna Dalton

NZ • 1 review

Nov 9, 2025



Scammers!!

Scammers!!

Booked a 3 day hotel stay using the app in NZ\$. They then charged me in US\$ for the same numeric amount advertised in NZ \$. Which means I've paid almost double the price. Having supplied proof to them of their crooked error they refused to reimburse me the over charge after 90 minutes of talking to customer service.

October 26, 2025

Unprompted review

👍 Useful 1 🔗 Share 🚩

151. The Applicant asserts that Hopper's practices discussed in this section are misleading, deceptive, and unlawful. This practice is also contrary to Hopper's representations that the application does not involve hidden fees or "gotcha" charges;

II. **FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT**

152. The Applicant is a resident of Longueuil, Quebec;
153. The Applicant has used the Hopper application several times to book reservations for travel and accommodations;
154. As a result of Hopper's representations, the Applicant was led to believe that it was required for him to purchase the "VIP Support" service in order to have access to rapid customer service (Exhibit R-46);
155. Despite Hopper's representations as to the importance and utility of the "VIP Support" service, he never had the need to use the service. The Applicant therefore paid for the "VIP Support" service despite never actually needing it (Exhibit R-46), and contrary to Hopper's representations that the application does not involve hidden fees or "gotcha" charges;
156. Further, in 2024, the Applicant paid for a booking for two roundtrip tickets to Thailand, with the outbound flight leaving Montreal on December 5, 2024 (Exhibit R-46);

157. As part of the booking process on the Hopper application, and prior to confirming and paying for it, the Applicant was presented with representations made by Hopper concerning the purchase of the “VIP Support” service;
158. The Applicant distinctly recalls that the representations made to him about the “VIP Support” service on the application did not disclose that the fee to be charged for the service would be charged in U.S. currency;
159. The Applicant purchased the “VIP Support” service and afterwards received a confirmation email attached herein as Exhibit R-46. For the first time, the Applicant came to learn that the “VIP Support” service fee was being charged in U.S. Dollars, as the letters “US” appears next to the price indicated for “Tarif de base” and “Taxes et frais” under “Tarif détaillé”. As well, under “Informations de paiement,” the phrase “Cette réservation sera facturée en USD” under the word “Total”;
160. The screenshots of the email received by the Applicant are reproduced under “C.9 – Claims Asserted on Behalf of Class #4 Members”, above;
161. The Applicant’s damages are a direct and proximate result of the Defendant’s conduct;
162. In consequence of the foregoing, the Applicant is justified in claiming damages;

III. FACTS GIVING RISE TO INDIVIDUAL ACTIONS BY EACH OF THE MEMBERS OF THE CLASS

163. All Quebec Class Members are consumers within the meaning of the *Consumer Protection Act*. All Canadian resident Class Members outside Quebec are consumers under Canadian provincial and territorial consumer protection legislation;
164. Class #1 Members suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendant’s unlawful conduct, and are entitled to claim:
 - (a) Compensatory damages or a reduction of their obligation equivalent to the amount Tip”, “VIP Support” and “Price Freeze” fees (plus taxes) charged by the Defendant and paid by the Class Members;
 - (b) Punitive damages;
165. Class #2 Members suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendant’s unlawful conduct, and are entitled to claim:

- (a) Compensatory damages or a reduction of their obligation equivalent to the difference between the price of round-trip flights initially advertised by Hopper as “Total Round Trip” and the price actually paid by class members for the inbound and outbound legs of the same round-trip flight (excluding taxes);
 - (b) Punitive damages;
- 166. The Class #3 Members suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendant’s unlawful conduct, and are entitled to claim, *inter alia*:
 - (a) Compensatory damages or a reduction of their obligation equivalent to the difference between the booking rate in Canadian dollars represented by Hopper and the total amount in US dollars actually charged, added to any banking and/or credit card fees for processing transactions in foreign currency; and
 - (b) Punitive damages;
- 167. The Members of the Class #4 suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendant’s unlawful conduct, and are entitled to claim, *inter alia*:
 - (a) Compensatory damages or a reduction of their obligation equivalent to the difference between the booking rate in Canadian dollars or unspecified currency represented by Hopper and the total amount in US dollars (or another currency, such as Euros) actually charged, added to any banking and/or credit card fees for processing transactions in foreign currency; and
 - (b) Punitive damages;
- 168. Hopper engaged in unlawful conduct and generated significant revenue from Class Members through their practices;
- 169. All of the legally-cognizable compensable injuries suffered by Class Members are the direct and immediate consequences of the Defendant’s conduct;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

- A) The composition of the Class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings
- 172. The Applicant is naturally not privy to the specific number of persons who used the Hopper application or website to complete a reservation and paid fees for “Tip”, “VIP Support” or “Price Freeze” and/or who completed the booking of a roundtrip flight but paid a price higher than the initial price advertised by Hopper

due to having to purchase an additional inbound or outbound plane ticket and/or who paid a price higher than the initial price advertised by Hopper due to having been charged in U.S. dollars without Hopper having informed them prior to doing so;

173. However, as Hopper is a prominent and frequently used application, it is safe to assume that the number of class members is fairly elevated. In any event, the Defendant's database could easily establish the number of Class Members, and their precise coordinates, considering that paying customers must enter their name, address, and other billing and payment information;
174. Class Members are reasonably assumed to be numerous and scattered across the entire province;
175. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendant;
176. Even if the Class Members themselves could afford such individual litigation, it would place an unjustifiable burden on the courts. Furthermore, individual litigation of the factual and legal issues raised by the conduct of the Defendant would increase delay and expense to all parties and to the court system;
177. This class action overcomes the dilemma inherent in an individual action whereby the legal fees alone would deter recovery in empowering the consumer, the class action actualizes both individual and collective social justice;
178. Also, a multitude of actions instituted in different judicial districts within the same Province risks resulting in contradictory judgments on questions of fact and law that are similar or related to all members of the Class;
179. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the Class to obtain mandates and to join them in one action;
180. In these circumstances, a class action is the only appropriate procedural vehicle for all of the members of the Class to effectively pursue their respective rights and have access to justice;
- B) The claims of the members of the Class raise identical, similar or related issues of law or fact
181. All Class Members were subjected to the same unlawful conduct;
182. Individual issues, if any, pale by comparison to the numerous common issues that are central to the outcome of the litigation;

183. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, Defendant's misconduct;
184. The Members' claims raise identical, similar or related issues of fact or law:
 - a. Did the Defendant misrepresent the Hopper application as being free from hidden charges and/or "gotcha" charges?
 - b. Did the Defendant misrepresent the purpose, amount and/or optional nature of "Tips" fees?
 - c. Did the Defendant charge consumers "Tips" fees without their express informed consent?
 - d. Did the Defendant charge consumers fees for the "VIP Support" service without their express informed consent?
 - e. Did the Defendant misrepresent the accessibility and availability of customer support under the "VIP Support" service?
 - f. Did the Defendant misrepresent the nature, scope, and limitations of the Price Freeze feature?
 - g. Did the Defendant advertise prices for "Total Round Trip" flights that were actually only the price for the outbound or inbound leg of the round-trip flight?
 - h. Did the Defendant advertise booking rates in Canadian dollars or unspecified currency and then charge consumers a higher rate in U.S. dollars after they purchased the Price Freeze feature?
 - i. Did the Defendant advertise rates in Canadian dollars or unspecified currency and then charge consumers at a higher rate in U.S. dollars without notifying them or providing adequate disclosure in advance?
 - j. Did the Defendant's conduct violate the *Consumer Protection Act* and other Canadian provincial and territorial consumer protection legislation?
 - k. Did the Defendant's conduct violate the *Civil Code of Quebec*?
 - l. Did the Defendant's conduct violate the *Competition Act*?
 - m. Did the Defendant unjustly enrich itself at Class Members' expense?
 - n. Is the Defendant liable to pay restitution to Class Members?
 - o. Are Class Members entitled to compensatory damages or to a reduction of their obligation equivalent to the amount Tip", "VIP Support" and "Price

Freeze” fees (plus taxes) charged by the Defendant and paid by Class Members?

- p. Are Class #2 Members entitled to compensatory damages or to a reduction of their obligation equivalent to the difference between the price of round-trip flights initially advertised by Hopper as “Total Round Trip” and the price actually paid by class members for the inbound and outbound legs of the same round-trip flight (excluding taxes)?
 - q. Are Class #3 Members entitled to compensatory damages or to a reduction of their obligation equivalent to the difference between the booking rate in Canadian dollars represented by Hopper and the total amount in U.S. dollars actually charged, added to any banking and/or credit card fees for processing transactions in foreign currency?
 - r. Are members of Class #4 entitled to compensatory damages or to a reduction of their obligation equivalent to the difference between the rate in Canadian dollars represented by Hopper and the total amount in U.S. dollars actually charged, added to any banking and/or credit card fees for processing transactions in foreign currency?
 - s. Is the Defendant liable to pay punitive damages and in what amount?
 - t. Should injunctive relief be issued to prohibit the Defendant from continuing its unlawful practices?
185. The interests of justice favour that this application be granted in accordance with its conclusions;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

186. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages, for injunctive relief, and for a declaratory judgment;
187. The conclusions the Applicant seeks by way of the present application to institute proceedings are as follows:

GRANT the class action of the Applicant and each of the Class Members;

ORDER the Defendant to stop charging fees to consumers without express prior free and informed consent;

ORDER the Defendant to stop making misrepresentations and to instead provide adequate disclosure concerning the nature, scope, and limitations of the Price Freeze service;

ORDER the Defendant to stop making misrepresentations and to instead provide adequate disclosure concerning the nature, scope, and limitations of the VIP Support service;

ORDER the Defendant to clearly identify the currency in which the rate for a booking, service and/or feature are advertised;

ORDER the Defendant to pay punitive damages in an amount to be determined by the Court;

PROHIBIT the Defendant from charging Canadian consumers for bookings, services and/or features in currencies other than Canadian dollars except where clear and unequivocal advance notice is provided to consumers;

CONDEMN the Defendant to pay to each Class Member a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendant to pay to each of the members of the Class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendant to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendant to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

A) The Applicant requests that he be designated as representative of the Class

188. The Applicant is a member of the Class;

189. The Applicant is ready and available to manage and direct the present action in the interest of the members of the Class that she wishes to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Class, as well as to dedicate the time necessary for the present action before the court and the *Fonds d'aide aux actions collectives*, as the case may be, and to collaborate with the undersigned legal counsel;

190. The Applicant has the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class;
191. The Applicant is informed, credible, and has a personal interest in the case. The Applicant understands the nature of the legal proceedings and is committed to pursuing this action diligently;
192. The Applicant has mandated the undersigned attorneys to obtain all relevant information with respect to the present action and intend to keep informed of all developments;
193. The Applicant, with the assistance of said attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the Class and to keep them informed;
194. The Applicant has given instructions to the undersigned attorneys to put information about this class action on their website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the authorization hearing;
195. The Applicant is in good faith and has instituted this action for the sole goal of having her rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendant's conduct;
196. The Applicant understands the nature of the action;
197. The Applicant's interests do not conflict with the interests of other Class Members and further has no interest that is antagonistic to those of other Class Members;
198. The Applicant has spent time researching this issue on the internet and meeting with his attorneys to prepare this file. In so doing, the Applicant is convinced that the problematic practices at the heart of the present class action are widespread;
- B) The Applicant suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal
199. A great number of the members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal;
200. The Applicant's attorneys practice their profession in the judicial district of Montreal;
201. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages, for injunctive relief, and for a declaratory judgment;

APPOINT the Applicant as representatives of the persons included in the Class and Subclasses herein described as:

- **Class #1:** All persons who used the Hopper application or website to complete a booking and paid fees for “Tip”, “VIP Support” and/or “Price Freeze” services.
- **Class #2:** All persons who used the Hopper application or website to complete a booking and paid a higher price for a roundtrip flight than initially represented by Hopper;
- **Class #3:** All persons who purchased Price Freeze to freeze a price listed in Canadian dollars but who were then required to pay a higher price in US dollars;
- **Class #4:** All persons who paid for a booking of any kind on Hopper for a price advertised in Canadian dollars, or with no indication as to currency, and who were instead charged in US dollars (or another currency, such as Euros);

IDENTIFY the principal issues of fact and law to be treated collectively as the following:

- a. Did the Defendant misrepresent the Hopper application as being free from hidden charges and/or “gotcha” charges?
- b. Did the Defendant misrepresent the purpose, amount and/or optional nature of “Tips” fees?
- c. Did the Defendant charge consumers “Tips” fees without their express informed consent?
- d. Did the Defendant charge consumers fees for the “VIP Support” service without their express informed consent?
- e. Did the Defendant misrepresent the accessibility and availability of customer support under the “VIP Support” service?
- f. Did the Defendant misrepresent the nature, scope, and limitations of the Price Freeze feature?

- g. Did the Defendant advertise prices for “Total Round Trip” flights that were actually only the price for the outbound or inbound leg of the round-trip flight?
- h. Did the Defendant advertise booking rates in Canadian dollars or unspecified currency and then charge consumers a higher rate in U.S. dollars after they purchased the Price Freeze feature?
- i. Did the Defendant advertise rates in Canadian dollars or unspecified currency and then charge consumers at a higher rate in U.S. dollars without notifying them or providing adequate disclosure in advance?
- j. Did the Defendant’s conduct violate the *Consumer Protection Act* and other Canadian provincial and territorial consumer protection legislation?
- k. Did the Defendant’s conduct violate the *Civil Code of Quebec*?
- l. Did the Defendant’s conduct violate the *Competition Act*?
- m. Did the Defendant unjustly enrich itself at Class Members’ expense?
- n. Is the Defendant liable to pay restitution to Class Members?
- o. Are Class Members entitled to compensatory damages or to a reduction of their obligation equivalent to the amount Tip”, “VIP Support” and “Price Freeze” fees (plus taxes) charged by the Defendant and paid by Class Members?
- p. Are Class #2 Members entitled to compensatory damages or to a reduction of their obligation equivalent to the difference between the price of round-trip flights initially advertised by Hopper as “Total Round Trip” and the price actually paid by class members for the inbound and outbound legs of the same round-trip flight (excluding taxes)?
- q. Are Class #3 Members entitled to compensatory damages or to a reduction of their obligation equivalent to the difference between the booking rate in Canadian dollars represented by Hopper and the total amount in U.S. dollars actually charged, added to any banking and/or credit card fees for processing transactions in foreign currency?
- r. Are members of Class #4 entitled to compensatory damages or to a reduction of their obligation equivalent to the difference between the rate in Canadian dollars represented by Hopper and the total amount in U.S. dollars actually charged, added to any banking and/or credit card fees for processing transactions in foreign currency?
- s. Is the Defendant liable to pay punitive damages and in what amount?

- t. Should injunctive relief be issued to prohibit the Defendant from continuing its unlawful practices?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Applicant and each of the Class Members;

ORDER the Defendant to stop charging fees to consumers without express prior free and informed consent;

ORDER the Defendant to stop making misrepresentations and to instead provide adequate disclosure concerning the nature, scope, and limitations of the Price Freeze service;

ORDER the Defendant to stop making misrepresentations and to instead provide adequate disclosure concerning the nature, scope, and limitations of the VIP Support service;

ORDER the Defendant to clearly identify the currency in which the rate for a booking, service and/or feature are advertised;

PROHIBIT the Defendant from charging Canadian consumers for bookings, services and/or features in currencies other than Canadian dollars except where clear and unequivocal advance notice is provided to consumers;

ORDER the Defendant to pay punitive damages in an amount to be determined by the Court;

CONDEMN the Defendant to pay to each Class Member a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendant to pay to each of the members of the Class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendant to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendant to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

DECLARE that all Class Members that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the Class Members, date upon which Class Members that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in *The Globe & Mail*, *National Post*, and *La Presse*;

ORDER that said notice be available on the Defendant's website, Facebook page(s), X accounts, and Instagram accounts with a link providing "Notice to Hopper users";

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

THE WHOLE with costs, including all publication and dissemination fees.

Montreal, July 7, 2026



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Per: Me Jeff Orenstein

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Nº: 500-06-000050-266

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

J. BESSETTE

Applicant

-VS.-

HOPPER INC.

Defendant

**APPLICATION TO AUTHORIZE THE BRINGING OF
A CLASS ACTION & TO APPOINT THE APPLICANT
AS REPRESENTATIVE PLAINTIFF
(Art. 575 C.C.P and following)**

ORIGINAL

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