

Numéro de référence : DM-2022-115665-7  
Date paiement : 2022-06-20 08:30

Droits de greffe  
Gouvernement du Québec  
Palais de justice Montréal

2022093803  
108,00\$  
2022-06-20

CANADA  
PROVINCE OF QUÉBEC  
District of MONTRÉAL  
Locality: Montréal  
File No: 500-32-718273-222

COURT OF QUÉBEC  
Civil Division  
Small claims Division

Jeremy Cooperstock  
Doing business under the name of Jeremy  
Cooperstock  
436 Strathcona Avenue  
Westmount QC H3Y 2X1

vs

Hilton Canada Co. (c/o Dentons Canada LLP)  
3900-1 Place Ville-Marie  
Montréal QC H3B 4M7

**Plaintiff**

**Defendant**

**Claim**

Other reason

**The Plaintiff hereby declares that:**

1. The Plaintiff is suing the Defendant for the following reasons: Hilton advertised a "Price Match Guarantee" that induced me to make a booking with their hotel. Hilton subsequently refused to respect the terms of its advertised Price Match Guarantee, and refused to consider submitted documentation to substantiate the lower price I obtained. My efforts to communicate with Hilton's representatives by phone and through social media consumed significant effort. I cautioned Hilton that I would be seeking additional damages for the loss of my time should the hotel chain continue to refuse to honour its advertised guarantee, requiring that I send a formal letter of demand.
2. The facts occurred on or around January 22, 2022, at Westmount (Quebec).
3. The amount of the claim is \$1,000.00.
4. The total amount claimed by the Plaintiff is broken down as follows: As described in my letter of demand, Hilton's Price Match Guarantee mandated a match of the qualifying lower price (a difference of USD 6) plus 25% off the room price (USD 38) for the entire booking. Thus, Hilton owed USD 44 (approximately CAD 57 as of current exchange rates). I am additionally seeking exemplary or punitive damages of \$943 against Hilton for false or deceptive advertising (Consumer Protection Act of Québec, chapter P-40.1). Should the Court be reluctant to award such punitive or exemplary damages, I add that ignoring the expenditure of time and effort in multiple attempts to communicate with Hilton's representatives prior to May 26, 2022, preparation and sending of my letter of demand consumed time that I could have otherwise spent on my consulting activities.

5. The Plaintiff makes the following clarifications to the facts set out above: On January 21, 2022, I made a reservation with Hilton.com for a single room with king bed and free WiFi at the Hilton Garden Inn Guanacaste Airport, for the night of January 23, 2022, at a rate of USD 158 or USD 155 with Hilton Honors discount (Exhibit P1). The reservation was cancellable up until one day before arrival. I then found the same room type with king bed and free WiFi on Hotels.com for USD 151.76 (Exhibit P2), also cancellable up until January 22, 2022, i.e., one day before arrival. I proceeded to make a second reservation with Hotels.com, and at approximately 6:28 pm, submitted the form provided from the Hilton Price Match Guarantee web page to request the benefit of the Price Match terms that Hilton advertised, i.e., “we will match the qualifying lower price PLUS give you 25% off the room price for the entire booking.” (Exhibit P3). I received confirmation of the form submission (Exhibit P4). On January 22, 2022, Hilton representative Jessica H. formally refused my claim (Exhibit P5). I stayed at the Hilton Garden Inn Guanacaste Airport, being charged the rate stipulated on my Hotels.com reservation (Exhibits P6-P7). Following further communications with Hilton representatives by email and social media, the latter requesting documentation of the lower rate from Hotels.com, which I provided (Exhibits P8-P10), Hilton has continually refused to honour the terms of its advertised Price Match Guarantee, necessitating this Small Claims action.
6. Although payment has been duly requested by means of a formal notice, the Defendant has refused or failed to pay.

**For these reasons, the Plaintiff asks the court to:**

Order the Defendant to pay an amount of \$1,000.00 to the Plaintiff, with interest at the legal rate, plus the additional indemnity stipulated in section 1619 of the Civil Code of Québec.

Order the Defendant to pay the legal costs associated with this claim to the Plaintiff.

File No: 500-32-718273-222

**Witnesses list:**

No witness

**Exhibits list:**

- P1. Letter of Demand and Hilton.com room rate
- P2. Hotels.com room rate
- P3. Hilton.com terms of price match guarantee
- P4. Confirmation of submission of price match guarantee claim
- P5. Email of January 22, 2022 from Hilton representative refusing my claim
- P6. Bill from Hilton Garden Inn, January 24, 2022
- P7. Currency exchange for Costa Rican Colon (CRC) to US dollar (USD)
- P8. Email response to Hilton representative of January 24, 2022
- P9. Twitter posting of documentation of lower hotel room rate
- P10. Facebook post referring Hilton to documentation of Exhibit P9
- P11. audio recording of telephone call with Hilton representatives

I undertake to notify the clerk of any change of address. I understand that, if I fail to do so, the court may render a judgment by default.

At : Westmount

On : 18/06/2022

*Jeremy Cooperstock*

\_\_\_\_\_  
Signature of the Plaintiff

## STATEMENT

(deemed to have been made under oath)

I, the undersigned, Jeremy Cooperstock, declare that:

1. ☒ I am the Plaintiff or the Plaintiff's mandatary.  
or  
☐ I represent the Plaintiff in my capacity as:  
☐ officer  
☐ an employee, bound exclusively to the Plaintiff, and I am not an attorney.

At all times during the 12-month period preceding this action, the Plaintiff, i.e. a legal person, partnership, association or group without any juridical personality, had under its direction or control not more than 10 persons bound to it by a contract of employment.

2. The sum claimed is due and payable.
3. All the facts alleged herein are true.
4. This statement is deemed to have been made under oath.

And I have signed

At : Westmount

On : 18/06/2022

*Jeremy Cooperstock*

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Signature of the Plaintiff

### Offer of mediation

I wish to submit this dispute to the Small Claims mediation service.

At : Westmount

On : 18/06/2022

*Jeremy Cooperstock*

\_\_\_\_\_  
Signature of the Plaintiff

### Additional information

The information on this page will be used exclusively by the court staff members, who will refer to it when necessary, in order to contact the parties concerned.

#### Plaintiff

Jeremy Cooperstock doing business under the name  
of Jeremy Cooperstock  
436 Strathcona Avenue, Westmount QC H3Y 2X1  
(514) 558-XXXX  
jcooperstock@gmail.com

☒ I consent to the use of my Email address by the  
court office for all forms of communication, to inform  
me that documents are available in my TPC account  
or for all forms of notification.

#### Dates et périodes de non disponibilité

Jeremy Cooperstock, 2022/12/01 to 2023/01/08;  
2023/02/15-2023/03/05

#### Defendant

Hilton Canada Co. (c/o Dentons Canada LLP)  
3900-1 Place Ville-Marie, Montréal QC H3B 4M7

On June 18, 2022  
Jeremy Cooperstock  
436 Strathcona Avenue  
Westmount QC H3Y 2X1  
Reference number: DM-2022-115665-7

## What's next ?

Now that you have completed your statement of claim and have it in hand, this is what you need to do to move forward with your case.

### 1. Court costs

There are court costs for filing an application. This one will only be legally received at the court office once any court costs have been paid in full.

You can pay the court costs:

1. Online;
2. by mail: certified cheque, postal or bank money order made out to the **ministre des Finances**;
3. in person at the courthouse: cash, debit or credit card, certified cheque or postal or bank money order made out to the **ministre des Finances**.

**Note that a person who provides proof of being a recipient under a social assistance or social solidarity program provided for under the Individual and Family Assistance Act is exempted from paying court costs. If that is your case, you must submit your claim booklet for the current month or include a photocopy of it.**

### 2. Eligibility of the claim

When your claim is legally filed at the office of the Court, the clerk will review its eligibility to be heard by the Small Claims Division of the Court of Québec.

If it is ineligible, you will be sent a notice to this effect. You will then have 15 days to dispute the clerk's decision before the Court.

### 3. Notification of the claim

Once your claim eligible, the clerk will forward a copy of your statement of claim to the Defendant, along with information on the options available to him or her. The Defendant will have 20 days from receipt of your statement of claim to send his or her answer.

If the Defendant does not file an answer with the clerk within the 20-day period, a judgment may be rendered by default against him or her without further notice or delay. For this, your claim must be complete, that is, the supporting documents must be filed to the court.

If the Defendant contests the claim, the clerk will notify you with a copy of the dispute and a list of the exhibits filed at the office of the Court. Both parties will receive a notice indicating the place and date when they must appear in court. The notice will be sent from six (6) weeks to three (3) months before the hearing.

#### **4. Filing exhibits**

You must file your exhibits or a copy of them within 10 days to the courthouse where your claim was filed, by mail or in person.

If they are sent by mail, indicate on the envelope “Small claims Division” right underneath the Courthouse name. You must also include the case file number and the full names and contact information of the Plaintiffs. You must indicate the exhibit numbers on the exhibits (e.g., P1, P2) as they are entered on the exhibit list.

If the originals are not filed, you must produce them on the day of the hearing. It is recommended that you keep a copy of your exhibits.

If you are acting on behalf of another person, for example as a guardian or executor of an estate, you must also provide documents to prove that this is your role.

Court files are public. If some of your exhibits contain elements generally considered to be confidential, please file them with the office of the Court in an appropriately identified, sealed envelope. Only the parties in the case and the Court will have access to them, unless the Court authorizes otherwise.

#### **5. Defendant's options**

From the receipt of the claim, the Defendant will have 20 days to respond to it with one of the following options:

1. Pay the amount claimed (plus interest and fees) and the court costs directly to you. In such case, the Defendant must send the receipt or proof of payment to the clerk by regular mail, email, or fax. The clerk will then close the case.
2. Pay this amount to the clerk of the Small Claims Division. In such case, the clerk will send you the payment and close the case.
3. Offer to settle the matter out of court. You are free to accept or reject an out-of-court settlement. If you accept, all the parties must sign the settlement and send it to the office of the Court.
4. Dispute your claim. The clerk will then mail you a copy of the dispute and a list of the exhibits filed at the office of the Court. In addition to disputing the claim, the Defendant can also:
  - Request that the dispute be submitted to mediation;
  - Request that the claim be dismissed, mentioning the reasons, or the case be heard in another judicial district, before another court or tribunal, or before the Civil Division of the Court of Québec;
  - Request the involvement of another person, as co-Defendant or third party, to exercise an action in warranty against him/her or to enable the dispute to be fully settled;
  - Make a cross demand against you (if it arises from the same source as the initial claim or a related source and is eligible to be heard by the Small Claims Division) or request the contract to be cancelled or terminated who founded his claim;



- Make a genuine offer and deposit the amount at the office of the Court or with a trust company.

## **6. Address change**

It is very important that you give your and the Defendant's exact address. Please note that a Small Claims application for recovery of a debt expires if it is not notified within three months after it is filed with the office of the Court (C.C.P., art. 107). Failure to inform the clerk of any address change could lead the court to render a judgment by default. During the legal proceedings, if your address changes or if you are informed that the Defendant's address has changed, notify the clerk by regular mail, e-mail or fax. To do so, use the "Notice of Change of Address" form, available on the Website of the Department of Justice, at <https://www.justice.gouv.qc.ca/index.php?id=451&L=2>.

## **7. Corrections**

To notify us of an error after your claim has been sent to the courthouse, please contact the clerk of the Small Claims Division at the courthouse where your claim was filed. The contact information for all courthouses can be found on the Ministère de la Justice website at [www.justice.gouv.qc.ca](http://www.justice.gouv.qc.ca).