

PROPOSED CLASS PROCEEDING

FEDERAL COURT

BETWEEN:

DR. GÁBOR LUKÁCS

AND:

DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT

DEFENDANT

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		July 09, 2026	S
		09 juillet 2026	É
		PLAINTIFF	
		Timothy Lee	
VAN		1	

STATEMENT OF CLAIM

TO THE DEFENDANT:

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

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules serve it on the plaintiff's solicitor or, where the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

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

Date: July 9, 2026

Issued by: _____
(Registry Officer)

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

TO: DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT
c/o HGE Administrative Services Ltd.
3100 – 650 West Georgia Street
Vancouver BC V6B 4P7

A. Overview of the Claims in this Class Proceeding

1. This proposed class proceeding concerns Deutsche Lufthansa Aktiengesellschaft (hereafter "**Lufthansa**") charging passengers checked baggage fees at a rate above the rate stipulated in Lufthansa's tariff, giving rise to a claim for breach of contract and/or double ticketing contrary to section 54 of the *Competition Act*.
2. The Plaintiff on behalf of all passengers that are subject to the same or similar tariff, is bringing this civil action for breach of contract and remedies available under section 36 to enforce section 54 of the *Competition Act*. The Plaintiff and the class seek damages, investigation costs, legal costs on a full-indemnity basis and also punitive damages for breach of contract.

B. Claims of the Plaintiff and the Class Members

3. The Plaintiff claims, on his own behalf and on behalf of other Class Members:
 - a. an Order pursuant to Rules 334.16(1) and 334.17 of the *Federal Court Rules* (the "**Rules**") certifying this action as a class proceeding and providing any ancillary directions, including appointing the Plaintiff as the representative plaintiff under Rules 334.12(3), 334.16(1)(e) and 334.17(b);
 - b. a declaration that Lufthansa charged the higher of two prices that were represented to the Class Members, contrary to section 54 of the *Competition Act*, RSC 1985, c. C-34 (the "**Competition Act**");
 - c. a declaration that Lufthansa breached the terms of the tariff with the Class Members;
 - d. damages against Lufthansa for breach of contract and/or damages pursuant to section 36 of the *Competition Act*;
 - e. punitive damages against Lufthansa for breach of contract;

- f. an Order pursuant to Rule 334.28(1) and (2) for the aggregate assessment of monetary relief and its distribution to the Plaintiff and the Class Members;
- g. an Order that Lufthansa be liable for the costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
- h. an interim, interlocutory and/or permanent injunction under section 44 of the *Federal Courts Act*, RSC 1985, c. F-7 enjoining Lufthansa from further breaching the terms of its own contract;
- i. pre-judgment and post-judgment interest pursuant to sections 36 and 37 of the *Federal Courts Act*, RSC 1985, c. F-7; and
- j. such further and other relief as this Honourable Court deems just.

C. Defendant Deutsche Lufthansa Aktiengesellschaft

- 4. The Defendant, Deutsche Lufthansa Aktiengesellschaft, is a corporation established in Germany, with an attorney for service in British Columbia at HGE Administrative Services Ltd., 3100 – 650 West Georgia Street, Vancouver BC V6B 4P7.
- 5. Lufthansa is a commercial airline that operates international passenger flights to/from Canada, under the authority and requirements of the *Canada Transportation Act*, SC 1996, c 10 and related enactments.
- 6. Travel on Lufthansa operated flights and flights operated by Lufthansa's code-share partners or subsidiaries are both subject to "tariffs and conditions of carriage" published by Lufthansa (hereafter the "**Tariff**").
- 7. The same Tariff applies for travel to/from Canada or the United States from/to Europe.

8. Under Part V, Division II of the *Air Transportation Regulations*, SOR/88-58, Lufthansa is required by law to:
 - a. publish a Tariff in respect of itineraries with a destination outside of Canada;
 - b. prominently display a notice that the Tariff is available for public inspection;
 - c. post the Tariff prominently on its website;
 - d. include the terms and conditions of carriage, clearly stating the air carrier's policies *inter alia* regarding fares, charges and fees; and
 - e. apply the terms of its Tariff.
9. The Tariff is a contract of adhesion drafted by Lufthansa and apply to the entirety of a passenger's travel, at all times, from the first moment of booking until the end of the last flight and collection of all baggage.
10. By law, the Tariffs must be publicly available to the Class Members for review and Lufthansa must keep sufficient number of paper and/or electronic copies at their "business office" for passengers to review. Under section 2 of the *Air Transportation Regulations*, SOR/88-58, a "business office" includes any place in Canada where the air carrier receives goods for transportation or offers passenger tickets for sale, but does not include an office of a travel agent.
11. Lufthansa is also required to place prominent notice and/or signage at their "business office" that the Tariff is available for inspection.
12. In the case of Lufthansa, the notices and/or signage are published or posted at:
 - a. Every airport terminal where Lufthansa operates, including the conventional check-in counters and self-serve check-in kiosk;
 - b. Lufthansa's ticketing offices;
 - c. Lufthansa's website, including throughout the online booking system and

the check-in portal; and

d. Baggage drop-off locations.

13. Full electronic copies of the Tariffs are accessible on Lufthansa's website at all times, and a link is also included with the passengers' itineraries or confirmations.

D. The Plaintiff's Circumstances

14. The Plaintiff, Dr. Gábor Lukács, is an individual residing in the province of Nova Scotia, and travelled on a flight sold by Lufthansa.

15. On or about April 21, 2026, the Plaintiff booked a round-trip travel from Halifax, Nova Scotia to Budapest, Hungary as follows:

a. LH4399 from Halifax to Frankfurt on May 10, 2026

b. LH 1336 from Frankfurt to Budapest on May 11, 2026

c. LH1339 from Budapest to Frankfurt on June 17, 2026

d. LH4398 from Frankfurt to Halifax on June 17, 2026

16. In the booking confirmation, Lufthansa provided internet links as follows:

Click here to view baggage information → <https://www.lufthansa.com/de/en/baggage>
Gepäckinformationen finden Sie hier → www.lufthansa.com/de/de/gepaeck

Check-in information can be found here → <https://www.lufthansa.com/us/en/all-check-in>
Informationen zum Check-in finden Sie hier → www.lufthansa.com/de/de/all-check-in

Click here to find information on the fare → www.lufthansa.com/online/portal/lh/us/my_account/mybookings
Informationen zu Tarifen finden Sie hier → www.lufthansa.com/online/portal/lh/de/my_account/mybookings

Click here for Lufthansa data security information → Data protection
Lufthansa Datenschutzinformationen finden sie hier → www.lufthansa.com/de/de/datenschutz

Click here to find information on the Terms and Conditions of Carriage with point of sale Canada → www.lufthansa.com/ca/en/local-page/conditions-carriage-tariffs.html | Office des transports du Canada | Canadian Transportation Agency

Informationen zu den Allgemeinen Geschäftsbedingungen finden Sie hier → www.lufthansa.com/de/de/befoerederungsbedingungen-group

Click here to find information on Passenger rights with point of sale Canada → Air Passenger Protection

Informationen zu den Passagierrechten finden Sie hier → www.lufthansa.com/de/de/passenger-rights

In case you have further questions, please contact your ticket issuing office.
Haben Sie weitere Fragen? Bitte wenden Sie sich an Ihr ticketausstellendes Büro.

17. The fifth URL leads to Lufthansa's Tariff that applies for travel to/from Canada or

the United States of America from/to Europe. In Lufthansa's Tariff, effective from December 30, 2025. The Tariff provided that the first checked baggage is charged at CAD\$70:

Between Europe and CA/US LH flights purchase via Lufthansa.com, LH service and GDS				
First piece eco light	CHF 70	EUR 60	USD 70	CAD 70
Between Europe,JO,TM,LB,EG,IQ,IL, IR,SY,and East Coast Canada/East Coast USA LH flights purchase at airport ticket counter or at check-in				
First piece eco light	CHF 70	EUR 60	USD 70	CAD 70
Second piece:	100	90	100	100
Extra piece:	230	200	230	300
Heavy:	138	120	138	180
Oversized:	138	120	138	180

18. On the outbound flight, Lufthansa charged the Plaintiff CAD\$75 for his first checked baggage. On the inbound flight, Lufthansa charged the Plaintiff HUF 16400 (equivalent to about CAD\$76).

E. The Plaintiff and the Class Members

19. The Plaintiff resides in the province of Nova Scotia, and this Action is brought on behalf of a class consisting of the Plaintiff and:

All individuals residing anywhere in the world who, on or after January 10, 2020, travelled on an itinerary marketed by Lufthansa for travel from/to Canada or the United States of America to/from Europe, and paid checked baggage fees at a rate that exceeded the rate stated in Lufthansa's tariff

(collectively the "**Class**" or "**Class Member(s)**").

20. It is estimated that the Class consists of tens of thousands of passengers. The Class Members' circumstances are similar or identical to the Plaintiff's circumstances.
21. The Class Members all experienced an identical or similar experience as the Plaintiff in that Lufthansa charged them checked baggage fees over and above what was stipulated in the Tariff.

22. The rates for checked baggage fees were continually expressed in Lufthansa's Tariff from the time of booking for each Class Member onwards, including at the time of payment of checked baggage fees in the manners described in paragraph 12 above.
23. Despite the rates specified in Lufthansa's Tariff, Lufthansa charged the Class Members a higher rate for the checked baggage. Moreover, Lufthansa's systematic charging of a higher rate is also documented in Lufthansa's own baggage fee calculator at <https://www.lufthansa.com/us/en/baggage-calculator>.
24. Using the Plaintiff's itinerary as an example, Lufthansa's own baggage fee calculator represented that the baggage fee would be CAD\$75, although the Tariff provides that the fee is CAD\$70 only.
25. The decision on what rate to indicate in the Tariff for checked baggage fees were made outside of Canada, in Germany. Similarly, the decision on what rate to charge the Class Members for their checked baggage fees were made outside of Canada, in Germany.

F. Lufthansa's Breach of Contract

26. Lufthansa's Tariff is a contract of adhesion drafted by Lufthansa and the Class Members had no opportunity to negotiate any terms therein.
27. The Tariff contractually stipulated that the Class Members are entitled to pay a specific sum for checked baggage services, and Lufthansa is only entitled to charge the specific sum specified in the Tariff.
28. Lufthansa's charging of checked baggage fees above the amount stated in its Tariff is a breach of contract. Class Members are entitled to recover the price difference.
29. Lufthansa knew that it stipulated a lower price for the checked baggage in its own Tariff but proceeded to charge the Class Members a higher price, contrary to the contractual obligation to act in good faith.

30. Lufthansa's conduct demonstrates wilful and blatant disregard of the rights of the Class and constitutes egregious and high-handed conduct that warrants an award of punitive damages. Lufthansa's conduct also demonstrates behaviour that was lax, passive, or ignorant to Lufthansa's own contractual and legal obligations.

G. Lufthansa's Contravention of the *Competition Act*

31. For travel to/from Canada, Lufthansa would be subject to the *Competition Act*.
32. In this case, the "product" under the *Competition Act*, section 2(1) is the service of transporting a passenger's checked baggage.
33. Lufthansa published a Tariff containing a contractual term that clearly expresses the price for the checked baggage (hereafter the "**First Price**").
34. The First Price was clearly expressed within the Tariff, which were displayed to Class Members at the time of or immediately prior to paying for the checked baggage, or the Tariff was otherwise "accompanying the product" as described under s. 54(1)(b) of the *Competition Act*.
35. During the class period, at the time of or immediately prior to paying for the checked baggage, Lufthansa (or its agents) clearly expressed a price higher than the First Price (hereafter the "**Second Price(s)**").
36. Both the First Price and Second Price were clearly expressed by Lufthansa, or on its behalf, at the time of or immediately before Class Members paid for the fee.
37. The Second Price clearly exceeds the First Price and Lufthansa charged the Second Price to each and every Class Member, contrary to section 54 of the *Competition Act*, RSC 1985, c. C-34. The Second Price is also a breach of the requirements of the *Air Transportation Regulations* to apply the Tariff.
38. Lufthansa, pursuant to section 54 of the *Competition Act*, was legally required to charge the lower of two or more prices and Lufthansa's failure to do so caused loss

or damage to the Class Members in an amount equivalent to the difference between the price stated in the Tariff and the price that was actually charged.

39. The Plaintiff and Class Members are entitled to recover the price difference from Lufthansa under section 36 of the *Competition Act*, as well as the costs of investigation including all solicitors' costs.

H. Jurisdiction and Location of Trial

40. This Action concerns breaches of the *Competition Act* and section 36(3) of the *Competition Act* provides that the Federal Court is a court of competent jurisdiction for recovery of damages due to contravention of Part VI of the *Competition Act*.
41. This Action also concerns an air carrier's breach of a contract of carriage, and this Court has jurisdiction under s. 23 of the *Federal Courts Act* (e.g., *Berenguer v. Sata Internacional - Azores Airlines, S.A.*, 2023 FCA 176 at paras. 27-68).
42. The Plaintiff proposes that this action be tried at Vancouver, British Columbia.

Date: July 9, 2026



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