

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
(Class action)

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No: 500-06-001147-210

ROBERT ITZKOVITZ

Plaintiff

v.

AIR CANADA

Defendant

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**NATIONAL SETTLEMENT AGREEMENT**

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**1. RECITALS**

- A. This National Settlement Agreement is entered into by and among Plaintiff Robert Itzkovitz, on behalf of himself, as well as on behalf of the Class Members, and Defendant Air Canada to resolve in full the Action. Subject to Court approval as required by the *Code of Civil Procedure*, CQLR, c. C-25.01, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Agreement and upon the issuance by the Court of a Final Judgment Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein.
- B. **WHEREAS**, on May 11, 2021, the Plaintiff filed the Application for Authorization which asserted claims under the *Consumer Protection Act*, CQLR, c. P-40.1 as well as under the *Civil Code of Québec*, CQLR, c. CCQ-1991, in relation to the purchase of tickets to

travel to or from the United Kingdom with Air Canada and the Air Passenger Duty charged on a ticket for a child under 16 years old on the date of the flight.

- C. **WHEREAS** the Application for Authorization has not been adjudicated.
- D. **WHEREAS** the Parties have reached the resolution set forth in this Agreement, providing for, *inter alia*, the settlement of the Action between and among the Plaintiff, on behalf of himself, as well as on behalf of the Class Members, and the Defendant on the terms and subject to the conditions set forth below.
- E. **WHEREAS** the Parties have determined that a settlement of the Action on the terms reflected in this Agreement is fair, reasonable, adequate, and in the best interests of the Parties and the Class.
- F. **WHEREAS** the Defendant denies the allegations made by the Plaintiff in its proceedings as well as in its pleadings, has not conceded or admitted, shall not be deemed to have conceded or admitted and expressly denies any liability, including any liability for monetary compensation or compensation in kind to the Class Members.
- G. **WHEREAS** the Parties, to avoid the cost of litigation, a judgment being rendered on the merits of the Action and any uncertainty as to the judgment that could be rendered, have concluded that it is desirable that the claims in the Action be settled, without admission, on the terms reflected in this Agreement.
- H. **WHEREAS** the Defendant now consents to the authorization of the Action solely for the purposes of implementing this Agreement in a coordinated and consistent manner across Canada and contingent on the Court's approval as provided for in this Agreement, on the express understanding that such authorization shall not limit the respective rights of the Parties in the event that this Agreement is not approved or is terminated.

- I. **WHEREAS** the Parties assert that the Plaintiff is an adequate Class representative for settlement purposes.

**NOW, THEREFORE**, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants and agreements contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be settled and terminated as between the Plaintiff and the Class Members, on the one hand, and the Defendant, on the other hand, as detailed herein.

## 2. DEFINITIONS

2.1 As used in this Agreement and the attached schedules, the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise:

- (i) **"Action"** means *Robert Itzkovitz v. Air Canada* (S.C.M.: 500-06-001147-210).
- (ii) **"Agreement"** means this National Settlement Agreement (including all Schedules hereto).
- (iii) **"Air Canada's Counsel"** means Blake, Cassels & Graydon LLP.
- (iv) **"Application for Authorization"** means the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* dated May 11, 2021, filed by the Plaintiff against the Defendant.
- (v) **"Attorneys' Fees and Expenses"** means the attorneys' fees and expenses in the amount of \$261,000 plus GST & QST, as described more particularly in Section 9 of this Agreement.

- (vi) **“Class”** and **“Class Member(s)”** means all Canadian residents who purchased an economy class ticket from Air Canada during the Class Period for a flight departing from the United Kingdom and who were charged the Air Passenger Duty for a passenger under 16 years of age on the date of the flight actually taken, except those purchasers who had their ticket previously refunded or credited by Air Canada. However, any person who files a valid and timely Request for Exclusion is excluded from the Class.
- (vii) **“Class Counsel”** means Renno Vathilakis Inc. and LPC Avocat Inc.
- (viii) **“Class Notice”** or **“Notice”** means the notices (see Long-Form Notice and Short-Form Notice) to be published about the authorization of the Action for settlement purposes and the Agreement or any notices ordered in case of the termination of the Agreement.
- (ix) **“Class Period”** means:
- (1) For the Alberta residents: February 25, 2019, up to and including the date of May 15, 2021.
  - (2) For the British Columbia residents: May 11, 2018, up to and including the date of May 15, 2021.
  - (3) For the Manitoba residents: March 1, 2016, up to and including the date of May 15, 2021.
  - (4) For the New Brunswick residents: November 11, 2018, up to and including the date of May 15, 2021.
  - (5) For the Newfoundland and Labrador residents: November 11, 2018, up to and including the date of May 15, 2021.
  - (6) For the Northwest Territories residents: March 1, 2016, up to and including the date of May 15, 2021.
  - (7) For the Nova Scotia residents: May 11, 2019, up to and including the date of May 15, 2021.

- (8) For the Nunavut residents: March 1, 2016, up to and including the date of May 15, 2021.
  - (9) For the Ontario residents: November 9, 2018, up to and including the date of May 15, 2021.
  - (10) For the Prince Edward Island residents: March 1, 2016, up to and including the date of May 15, 2021.
  - (11) For the Quebec residents: November 22, 2017, up to and including the date of May 15, 2021.
  - (12) For the Saskatchewan residents: May 11, 2019, up to and including the date of May 15, 2021.
  - (13) For the Yukon residents: March 1, 2016, up to and including the date of May 15, 2021.
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- (x) “**Court**” means the Superior Court of Québec, district of Montréal, in which the Action was filed and where the Parties will seek approval of the Agreement.
  - (xi) “**Days**” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday in Quebec, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday in Quebec.
  - (xii) “**Defendant**” means Air Canada.
  - (xiii) “**Effective Date**” means:
    - a) if no appeal is taken from the Final Judgment Approving Settlement, forty (40) Days after the Court renders the Final Judgment Approving Settlement; or

- b) if an appeal is taken from the Final Judgment Approving Settlement, the date on which all appeal rights have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgment Approving Settlement.
- (xiv) **“Final Approval Hearing”** means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Agreement and to determine the Attorneys’ Fees and Expenses.
- (xv) **“Final Judgment Approving Settlement”** means the Final Judgment Approving Settlement to be rendered by the Court:
- a) approving the Settlement as fair, adequate, and reasonable;
  - b) discharging the Released Parties of and from all further liability for the Released Claims;
  - c) permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on their behalf, or in any other capacity of any kind whatsoever, any action in any Court, before any regulatory authority or in any other tribunal, forum or proceeding of any kind against the Released Parties that asserts any Released Claims; and
  - d) issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Agreement.

- (xvi) “**Long-Form Notice**” means the proposed Notice in the form provided at **Schedule A** (English) and **Schedule B** (French), which will be submitted to the Court for approval.
- (xvii) “**Notice and Administration Expenses**” means all costs and expenses incurred by the Settlement Administrator, including all notice expenses as well as the cost of administering the publication of the Class Notice. Such costs and expenses shall not exceed one hundred thousand dollars (\$100,000).
- (xviii) “**Notice Date**” means thirty (30) Days after the Court’s approval of the Class Notice or any other date set by the Court, by which the Settlement Administrator and the Parties shall complete the Notice Program.
- (xix) “**Notice Program**” means the notice program set forth in **Schedule C** and described in Section 6.
- (xx) “**Objection Date**” means the date by which Class Members must file with the Court and notify to the Parties any objection to the Settlement and shall be no later than fifteen (15) Days before the date of the Final Approval Hearing.
- (xxi) “**Opt-Out Date**” means the postmark date by which a Request for Exclusion must be submitted to the Court in order for a Class Member to be excluded from the Class, and shall be stated in the Class Notice. The actual date cannot be earlier than thirty (30) Days after the date on which the Class Notice is first sent to Class Members and shall be no later than fifteen (15) Days before the date first set for the Final Approval Hearing.
- (xxii) “**Parties**” means the Plaintiff and the Defendant.

- (xxiii) “**Plaintiff**” means Robert Itzkovitz.
- (xxiv) “**Released Claims**” means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could have been, or in the future might be asserted by the Plaintiff or any Class Member or any Releasing Party either in the Action or in any action or proceeding in this Court or in any other court or forum, against the Released Parties, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to the allegations made in the Action or in the Application for Authorization. For avoidance of doubt, this includes, *inter alia*, all such claims that related in any way to the purchase of economy-class tickets from Air Canada during the Class Period for a flight departing from the United Kingdom and for which the Air Passenger Duty was charged for a passenger under 16 years of age on the date of the flight actually taken.
- (xxv) “**Released Parties**” means Air Canada, including all of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, subrogees and assigns. It is expressly understood that, to the extent a Released Party is not a Party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.
- (xxvi) “**Releasing Parties**” means the Plaintiff and each and every Class Member, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents, assigns, predecessors,



divisions, departments, and affiliates, and any and all of their past, present and future employees, partners, agents, servants, attorneys, insurers, representatives and subrogees and all those who claim through them or who assert duplicative claims for relief on their behalf.

(xxvii) “**Request(s) for Exclusion**” means the written communication that must be submitted to the Court pursuant to article 580 C.C.P. and postmarked on or before the Opt-Out Date by a Class Member who wishes to be excluded from the Class.

(xxviii) “**Residual Settlement Amount**” means any Refunds remaining uncashed by the Class Members. Should the total amount of issued Refunds be less than \$400,000, the Residual Settlement Amount shall be increased by the difference between \$400,000 and the amount of the Refunds.

(xxix) “**Settlement**” means the settlement set forth in this Agreement.

(xxx) “**Settlement Administrator**” means Velvet Payment Inc., subject to Court approval.

(xxxi) “**Settlement Amount**” means the amount of eight hundred eighty-one thousand three hundred one dollars (\$881,301), being the maximum amount of the Defendant’s monetary obligations under this Agreement, and inclusive of capital, interest, additional indemnity, taxes, legal fees and costs of all kinds.

(xxxii) “**Short-Form Notice**” means the proposed Notice in the form provided at **Schedule D** (English) and **Schedule E** (French), which will be submitted to the Court for approval.

2.2 Other capitalized terms in this Agreement but not specifically defined in this section shall

have the meanings ascribed to them elsewhere in this Agreement, including by reference to capitalized terms indicating in parentheses.

**3. CONDITIONAL AUTHORIZATION OF THE CLASS ACTION FOR SETTLEMENT PURPOSES ONLY**

3.1 This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute or be construed as an admission of: (a) the validity of any claim or allegation made by the Plaintiff, or of any defence asserted by the Defendant in the Action, or (b) any wrongdoing, fault, violation of law, or liability on the part of any Party, Released Party, Class Member, or their respective counsel; or (c) the propriety of class action authorization in the Action or any other action or proceeding.

3.2 As part of an Application to Approve the Settlement, Plaintiff will seek authorization of the Action for settlement purposes only and approval of the Class Notice. The Defendant hereby consents, solely for purposes of the Agreement, to the authorization of the Action and to the approval of the Plaintiff as an adequate representative of the Class; provided, however, that if the Court fails to approve this Agreement or the Agreement otherwise fails to be consummated by the Effective Date, then the Defendant shall retain all rights it had immediately preceding the execution of this Agreement to object to the maintenance of the Action as a class action and this Agreement shall be void and will not constitute, be construed as, or be admissible in evidence as an admission of any kind or be used for any purpose in the Action or in any other pending or future action. Moreover, the Court's authorization of the Class shall not be deemed to be an adjudication of any fact or issue for any purpose other than the accomplishment of the provisions of this Agreement, and shall not be considered the law of the case, *res judicata*, unless and until the Court enters

a Final Judgment Approving Settlement, and regardless of whether the Effective Date occurs, the Parties' agreement to class action authorization for settlement purposes only (and any statements or submissions made by the Parties in connection with seeking the Court's approval of this Agreement) shall not be deemed to be a stipulation as to the propriety of class action authorization, or any admission of fact or law regarding any request for class action authorization, in any other action or proceeding, whether or not involving the same or similar claims. In the event the Court does not render a Final Judgment Approving Settlement, or the Effective Date does not occur, or the Agreement is otherwise terminated or rendered null and void, the Parties' agreement to class action authorization for settlement purposes shall be null and void, the Court's authorization order shall be vacated, and thereafter no class or classes will remain authorized; provided, however, that Plaintiff may thereafter seek authorization of the same or a new class or classes in the Action, and the Defendant may oppose such authorization on any available grounds.

#### **4. SETTLEMENT RELIEF**

- 4.1 The maximum amount of the Defendant's monetary obligations under this Agreement is the Settlement Amount.
- 4.2 Each Class Member is eligible to obtain a full refund of the Air Passenger Duty charged for each ticket he or she purchased for a passenger under 16 years of age on the date of the flight actually taken (the "**Refunds**"). The maximum amount to be distributed to Class Members by Defendant is five hundred twenty thousand three hundred one dollars (\$520,301).
- 4.3 The Refunds shall be processed automatically by Air Canada and made in accordance

with the method of payment used by the Class Member or, when the former is not possible, by cheque mailed to the last known address of the Class Member. Said cheques shall be valid for a period of six (6) months from their issuance, following which said cheques will be stale-dated and Class Members will forfeit their right to a Refund.

4.4 The Refunds shall be processed on the Effective Date or within sixty (60) Days thereof.

4.5 The admissibility for a Refund for Class Members with open tickets that have not yet been flown as of the Effective Date or with travel credits resulting from the cancellation of their flight for which they have not sought a refund shall be determined reasonably by Air Canada at the date of the use of the open ticket or the exchange of that credit for a flight, as the case may be.

4.6 In accordance with the *cy pres* doctrine, the Residual Settlement Amount, if any, shall, subject to Court approval, be paid to a charitable organization to be chosen by the Parties (after payment of any amounts owing to the Fonds d'aide aux actions collectives pursuant to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1, r. 2, if any). Such distribution of the Residual Settlement Amount, if any, shall be made within twelve (12) months after the payment of all Refunds according to the payment distribution date outlined in Section 4.4.

## **5. RETENTION OF THE SETTLEMENT ADMINISTRATOR**

5.1 The Parties have retained Velvet Payment Inc. as the Settlement Administrator to help implement the terms of the Agreement. All Notice and Administration Expenses, which shall not exceed \$100,000, shall be paid by the Defendant.

5.2 The Settlement Administrator shall assist with various administrative tasks, including,

without limitation: (1) causing the Class Notice to be published pursuant to the Notice Program set forth in Schedule C, (2) answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel or its designee, and (3) otherwise assisting with administration of the Agreement.

5.3 The contract with the Settlement Administrator and the Defendant shall obligate the Settlement Administrator to abide by the following performance standards:

5.3.1 The Settlement Administrator shall accurately and objectively describe, and shall train and instruct its employees and agents to accurately and objectively describe the provisions of this Agreement in communications with Class Members.

5.3.2 The Settlement Administrator shall provide prompt, accurate and objective responses to inquiries from Class Counsel or its designee and/or Air Canada's Counsel.

5.3.3 The Settlement Administrator shall keep a clear and careful record of all communications with Class Members, all expenses, and all tasks performed in administering the notices.

## **6. NOTICE TO THE CLASS**

### **(a) Notice**

6.1 No later than the Notice Date, the Settlement Administrator shall cause the Class Notice, in both French and English, to be published in accordance with the Notice Program. The Parties agree that the Notice Program provides for the most efficient means under the circumstances of this case to effect notice to the Class.

6.2 At or prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court with an affidavit attesting that Class Notice have been published in accordance with the Notice Program.

**(b) Long-Form Notice**

6.3 The Long-Form Notice shall be in substantially the form of **Schedules A and B**, attached hereto, agreed to by the Parties and to be approved by the Court. At a minimum, the Long-Form Notice shall: (a) include a short, plain statement of the background of the Action and the Agreement; (b) describe the proposed settlement relief as set forth in this Agreement; (c) inform Class Members that, if they do not exclude themselves from the Class, they may be bound by the Settlement; (d) describe the Settlement process; (e) explain the scope of the releases provided in this Agreement; (f) state that the implementation of the Settlement is contingent on the Court's final approval of the Agreement; (g) state the identity of Class Counsel and the amount sought in Attorneys' Fees and Expenses; (h) explain the procedure for opting-out of the Class, including the applicable deadline; (i) explain the procedure for objecting to the Agreement, including the applicable deadline; (j) explain that any judgment or order entered in the Action, whether favourable or unfavourable to the Class, shall include and be binding on all Class Members; and (k) provide any other information required by the Court.

**(c) Short-Form Notice**

6.4 The Short-Form Notice shall be in substantially the form attached hereto as **Schedules D and E**. At a minimum, the Short-Form Notice shall: (a) include the telephone number and email address to contact Class Counsel; (b) include the definition of the Class; (c) include a brief description of the proposed settlement relief as set forth in this Agreement; and (d)

inform of the right to object to the Settlement and/or opt-out of the Class and the deadlines to exercise these rights.

**(d) Notice Program and Publication of the Class Notice**

6.5 The Short-Form Notice (**Schedules D and E**) and Long-Form Notice (**Schedules A and B**) shall be published in accordance with the Notice Program no later than by the Notice Date.

6.6 The Short-Form Notice (**Schedules D and E**) and/or the Long-Form Notice (**Schedules A and B**), in both French and English, may also be sent via e-mail to all persons that subscribed to Class Counsel's mailing list or request a copy from Class Counsel.

6.7 The Short-Form Notice (**Schedules D and E**) and/or the Long-Form Notice (**Schedules A and B**), in both French and English, shall also be prominently posted on the website of Class Counsel (<https://lpclex.com/airpassengerduty/>).

**7. OBJECTIONS, REQUESTS FOR EXCLUSION, AND MEDIA COMMUNICATIONS**

**(a) Objections**

7.1 Unless otherwise authorized by the Court, any Class Member who intends to object to the approval of the Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and notified to Class Counsel and Air Canada's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and email address and, if represented by counsel, of his/her counsel; (c) a statement that the objector purchased an economy class ticket from Air Canada, during the Class Period, for a flight departing from the United Kingdom and was charged the Air

Passenger Duty for a passenger under 16 years of age on the date of the flight actually taken; (d) whether the objector intends to appear at the Final Approval Hearing, either in person, remotely or through counsel; (e) a statement that the Class Member is objecting to the approval of the Agreement and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; and (g) the objector's signature.

7.2 Any Class Member who files and serves a written objection, as described in the preceding Section, may appear at the Final Approval Hearing, either in person, remotely or through counsel hired at the Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement.

7.3 Unless otherwise authorized by the Court, any Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments entered in in the Action.

**(b) Requests for Exclusion (Opt-Out)**

7.4 Any Class Member may request to be excluded from the Class. A Class Member who wishes to opt-out of the Class must do so by sending to the clerk of the Court a written Request for Exclusion that is postmarked no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Class Member requesting exclusion, include his/her email and mailing address, and contain a statement that indicates a desire to be excluded from the Class.

7.5 Any Class Member who does not file a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgment Approving Settlement in



the Action, unless he or she has already pending litigation or arbitration against the Defendant relating to the Released Claims.

- 7.6 Any Class Member who properly requests to be excluded from the Class shall not: (a) be bound by any orders or judgments entered in the Action; (b) gain any rights by virtue of the Agreement; and (c) be entitled to object to any aspect of the Agreement.

**(c) Media Communications**

- 7.7 Following the issuance of the judgment authorizing the Action and approving the Class Notice, the Parties agree that they may issue a joint or separate press release.

- 7.8 The Defendant and Class Counsel may post the joint or separate press release on their websites, if they so choose. Any such press release shall only include information relating to the Action or this Agreement available in the public record. The Parties agree not to make any disparaging comments about the other and any other statements or communications to the media pertaining to the Action, this Agreement or its terms shall be limited to promoting the virtues of this Agreement. Defendant may make such disclosures regarding the Action and the terms of the Agreement as it deems necessary in its filings with regulators, to its auditors, or as otherwise required by provincial, federal or foreign law.

- 7.9 Nothing herein shall prevent Class Counsel from responding to Class Members' inquiries regarding the Settlement in a manner consistent with the terms and conditions of this Agreement.

**8. RELEASES**

- 8.1 The Agreement shall be the sole and exclusive remedy for any and all Released Claims

of all Releasing Parties against all Released Parties. No Released Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any court or any forum.

8.2 On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged each of the Released Parties of and from any and all liability for any and all Released Claims.

8.3 On the Effective Date, each of the Released Parties shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Class Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Action, except to enforce the terms and conditions contained in this Agreement.

8.4 The Court shall retain exclusive and continuing jurisdiction to interpret, apply and enforce the terms, conditions, and obligations under the Agreement, including managing any ancillary matters that may arise from this Agreement

## **9. ATTORNEYS' FEES AND EXPENSES**

9.1 Subject to Court approval, the Defendant agrees to pay Attorneys' Fees and Expenses in the amount of \$261,000 plus GST & QST, which are to be deducted and paid from the Settlement Amount. Defendant shall take no position with regards to the approval of the Attorneys' Fees and Expenses described herein during the Final Approval Hearing, other than that it has agreed to pay them.

- 9.3 During the Final Approval Hearing, Class Counsel will make representations before the Court to obtain approval of the Attorneys' Fees and Expenses, which includes all taxes, legal fees, extrajudicial costs and disbursements incurred up to the date of the Final Judgment Approving Settlement.
- 9.4 No later than ten (10) Days before the Effective Date, Class Counsel will provide the Defendant with an invoice for the amount of Attorneys' Fees and Expenses approved by the Court, to be paid by the Defendant to Class Counsel as legal fees and extrajudicial costs incurred up to the date of Final Judgment Approving Settlement, along with the wire transfer / payment information.
- 9.5 On the Effective Date, the Defendant will pay to Class Counsel the amount of Attorneys' Fees and Expenses if and as approved by the Court in the Final Judgment Approving Settlement.
- 9.6 In consideration for the payment of legal fees, extrajudicial costs, expert fees, and disbursements above, as decided by the Court, Class Counsel will not claim any other fee or disbursement from the Defendant or from the Class Members.

## **10. FINAL JUDGMENT APPROVING SETTLEMENT**

- 10.1 This Agreement is subject to and conditional upon the issuance by the Court of the Final Judgment Approving Settlement that grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

## **11. REPRESENTATIONS AND WARRANTIES**

11.1 The Defendant represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of the Defendant; and (3) that the Agreement has been duly and validly executed and delivered by the Defendant and constitutes its legal, valid and binding obligation.

11.2 The Plaintiff represents and warrants (1) that he is entering into the Agreement without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court; and (2) that he has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable.

11.3 The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered, or expended by the Defendant in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

**12. NO ADMISSIONS, NO USE**

12.1 The Agreement and every stipulation and term contained in it is conditional upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by the Plaintiff, the Defendant, any Class Member, any Releasing Party or any Released Party, of the truth of any fact alleged or the validity of any claim or defence

that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, or wrongdoing of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by the Plaintiff, the Defendant, any Releasing Party or any Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

### **13. TERMINATION OF THIS AGREEMENT**

13.1 Either Party may terminate this Agreement by providing written notice to the other Parties within ten (10) Days of the occurrence of any of the following:

- (i) The Court does not authorize the Action for settlement purposes as contemplated herein or the Court's order authorizing the Action is reversed, vacated, or modified in any material respect by another court; or
- (ii) The Court does not enter the Final Judgment Approving Settlement in its entirety, or, if entered, such Final Judgment Approving Settlement is reversed, vacated, or modified in any material respect by another court.

13.2 The Defendant may unilaterally withdraw from and terminate this Agreement if more than fifty (50) Class Members have submitted valid and timely Requests for Exclusion. Defendant may exercise its right to terminate under this provision by giving notice on or before the date of the Final Approval Hearing. If the Defendant elects to terminate the Agreement pursuant to this Section 13.2, the Agreement, subject to Section 13.5 hereto,

and all related documents exchanged or signed by the Parties or submitted to the Court shall be null and void and shall have no effect whatsoever on the Action or its adjudication.

13.3 It is expressly agreed that neither the failure of the Court to grant the Attorneys' Fees and Expenses award nor the amount of any Attorneys' Fees and Expenses that may be finally determined and awarded shall provide a basis for termination of this Agreement by the Plaintiff or by Class Counsel.

13.4 In the event of termination, the Settlement Administrator shall provide information regarding the termination to the Class Members under the same conditions as those provided in the Notice Program.

13.5 In the event this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement. Upon termination, Section 3 herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void.

#### **14. MISCELLANEOUS PROVISIONS**

14.1 **Entire Agreement:** The Agreement, including all Schedules hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and one of Air Canada's Counsel and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of Air Canada's Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed

to in writing by all Parties.

14.2 **Governing Law and Jurisdiction:** The Agreement shall be construed under and governed by the laws of the Province of Quebec, Canada applied without regard to conflict of laws provisions. The Parties hereby submit themselves exclusively to the Courts of the Province of Quebec, District of Montreal, concerning any and all matters related to the interpretation or application of this Agreement.

14.3 **Execution in Counterparts:** The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

14.4 **Notices:** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by email to:

(a) If to Class Counsel:

Mtre. Michael E. Vathilakis  
[mvathilakis@renvath.com](mailto:mvathilakis@renvath.com) [mailto:](mailto:mvathilakis@renvath.com)

and

Mtre. Joey Zukran  
[jzukran@lpclex.com](mailto:jzukran@lpclex.com)

(b) If to Air Canada's Counsel:

Mtre. Robert J. Torralbo  
[robert.torralbo@blakes.com](mailto:robert.torralbo@blakes.com)

and

Mtre. Simon J. Seida  
[simon.seida@blakes.com](mailto:simon.seida@blakes.com)

14.5 **Suspension of Proceedings:** Upon the execution of this Agreement, all proceedings in

this Action shall be suspended until further order of the Court, except for proceedings to seek authorization of the Action and approval of the Class Notice, and proceedings that may be necessary to implement the Agreement or comply with or effectuate the terms of this Agreement.

14.6 **Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

14.7 **Binding on Successors:** The Agreement shall be binding upon, and enure to the benefit of the heirs, successors and assigns of the Released Parties.

14.8 **Arms'- Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto, Air Canada's Counsel and the Class Counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

14.9 **Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

14.10 **Variance:** In the event of any variance between the terms of this Agreement and any of the Schedules hereto, the terms of this Agreement shall control and supersede the



Schedule(s).

- 14.11 **Schedules:** All Schedules to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.
- 14.12 **Taxes:** No opinion concerning the tax consequences of the Agreement to any Class Member is given or will be given by the Defendant, Air Canada's Counsel, Class Counsel or the Plaintiff; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Class Member. Each Class Member, including the Plaintiff, is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.
- 14.13 **Retain Jurisdiction:** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.
- 14.14 **Language:** The Parties acknowledge that they have required and consented to this Agreement and all related documents be drafted in English. *Les parties reconnaissent avoir exigé et consenti à ce que la présente convention et tous les documents connexes soient rédigés en anglais.*
- 14.15 **Translation:** Nevertheless, the Defendant shall procure a French translation of the Agreement. In the event of any dispute as to the interpretation or application of this Agreement, the English version shall govern.
- 14.16 **Transaction:** The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the C.C.Q., and the Parties hereby renounce to any errors

of fact, of law and/or calculation.

14.17 **Recitals:** The recitals to this Agreement are true and form part of the Agreement.

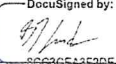
14.18 **Authorized Signatures:** Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, on behalf of the Parties identified above and their law firms.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the Parties hereto, Class Counsel and Air Canada's Counsel have executed this Agreement as of the date set forth below.

Date: 8/16/2022 | 6:31 PM EDT

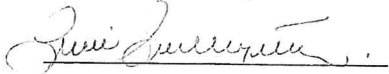
City: Montreal, Québec

DocuSigned by:  
  
80836EA3F20E457

Mtre. Simon J. Seida  
Blake, Cassels & Graydon LLP  
Attorneys for Defendant Air Canada

Date: Aug 16, 2022

City: Ville St. Laurent



Lucie Guillemette, Executive Vice President  
and Chief Commercial Officer  
Duly authorized representative of Air Canada,  
as she so declares

Date: August 16, 2022


City: Montreal



Mtre. Joey Zukran  
LPC Avocat Inc.  
Class Counsel

Date: August 17, 2022

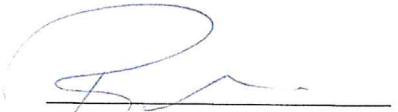
City: Montreal



Mtre. Michael Vathilakis  
Renno Vathilakis Inc.  
Class Counsel

Date: August 17, 2022

City: Montreal



Mr. Robert Itzkovitz  
Plaintiff

NOTICE OF AUTHORIZATION OF A NATIONAL CLASS ACTION  
AND OF A SETTLEMENT APPROVAL HEARING  
AUTHORIZED BY THE SUPERIOR COURT OF QUEBEC

**If you bought a ticket from Air Canada for a child under 16 years old on the date of the flight for a flight departing from the United Kingdom, you may be a member of a class action.**

On May 11, 2021, Mr. Itzkovitz (the “**Representative Plaintiff**”) filed an *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* (the “**Application for Authorization**”) against Air Canada regarding the purchase of tickets for travel to or from the United Kingdom with Air Canada and the Air Passenger Duty (the “**APD**”) charged on a ticket for a child under 16 years old on the date of the flight. The Representative Plaintiff alleged that Air Canada unlawfully collected the APD, specifically for passengers under 16 years old for flights to and from the United Kingdom. Air Canada denies these allegations and any wrongdoing, and no court has concluded that there was any wrongdoing by Air Canada.

The parties have reached a settlement before the class action was authorized and without any admission of liability on the part of Air Canada. This settlement is subject to the approval of the Superior Court of Quebec. The settlement approval hearing will take place on **date, in room no.** of the Montreal Courthouse.

**The judgment authorizing this class action and the proposed settlement may affect your rights, whether you take action or not. Please read this notice carefully.**

<b>Your Rights Regarding This Class Action:</b>	
<b>DO NOTHING</b>	If you are a class member and you agree with the purpose of this class action and the proposed settlement, you have nothing to do to participate in this class action if you have already received a notice by email from Air Canada. If you did <u>not</u> receive a notice by email from Air Canada, please contact the Settlement Administrator as indicated below in Section 13.
<b>OPT OUT</b>	If you opt out, you will not receive any payment if the settlement is approved by the Court. This option allows you to pursue your own lawsuit against Air Canada regarding the purchase of a ticket from Air Canada for a child under 16 years old on the date of the flight for a flight departing from the United Kingdom.
<b>OBJECT</b>	If you disagree with the proposed settlement, you can object to it and your objection will be considered by the Court when deciding whether to approve the settlement.

<b>INTERVENE</b>	As a class member, you have the right to intervene in the present class action in the manner provided by law. No class member other than the Representative Plaintiff or an intervenor may be required to pay legal costs arising from the class action.
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These rights – **and the deadline for exercising them** – are explained in this notice.

### QUESTIONS?

Contact the Settlement Administrator or Class Counsel at:

Settlement Administrator

Velvet Payments Inc.



Class Counsel

Mtre. Joey Zukran

**LPC Avocat Inc.**

276 Saint-Jacques Street, Suite 801

Montreal, Quebec, Canada H2Y 1N3

Telephone: 514 379-1572

Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

Mtre. Michael Vathilakis

**Renno Vathilakis Inc.**

145 St-Pierre Street, Suite 201

Montreal, Quebec, Canada H2Y 2L6

Telephone: 514 937-1221

Email: [mvathilakis@renvath.com](mailto:mvathilakis@renvath.com)

or visit  and <https://lpclex.com/airpassengerduty/>

## **THE CLASS ACTION**

### **1. What is the purpose of this notice?**

On May 11, 2021, the Representative Plaintiff filed the Application for Authorization against Air Canada. Since then, the parties have reached a settlement before the class action was authorized.

On <\*>, the Representative Plaintiff presented the Court with an application to authorize the proposed class action for settlement purposes only. On <\*>, the Court authorized the Representative Plaintiff to institute a class action in the judicial District of Montreal on behalf of the class members against Air Canada, for settlement purposes only.

The Court has not taken a position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the Representative Plaintiff have not been proven in Court.

This notice explains how the class action works, who the class members are, and their rights.

### **2. What is a class action?**

It is a legal procedure instituted by an individual called the “Representative Plaintiff” on behalf of everyone with similar claims, called the “class”. A class action allows the Court to rule on the dispute regarding all class members, except for those who choose to opt out.

### **3. What is this class action about?**

The Application for Authorization asserted claims for the alleged unlawful collection of the ADP from class members for flights to and from the United Kingdom, specifically for passengers under 16 years old on the date of the flight.

Air Canada denies any wrongdoing, and no court has concluded there was any wrongdoing by Air Canada.

This class action is an action in damages and injunctive relief.

## **THE CLASS MEMBERS**

### **4. Who is a class member?**

You are a class member if you are a Canadian resident who purchased an economy class ticket from Air Canada during the Class Period (as defined below) for a flight departing from the United Kingdom and who was charged the APD for a passenger under 16 years of age on the date of the flight actually taken.

“Class Period” means:

- (1) For the Alberta residents: February 25, 2019, up to and including the date of May 15, 2021.
- (2) For the British Columbia residents: May 11, 2018, up to and including the date of May 15, 2021.
- (3) For the Manitoba residents: March 1, 2016, up to and including the date of May 15, 2021.
- (4) For the New Brunswick residents: November 11, 2018, up to and including the date of May 15, 2021.
- (5) For the Newfoundland and Labrador residents: November 11, 2018, up to and including the date of May 15, 2021.
- (6) For the Northwest Territories residents: March 1, 2016, up to and including the date of May 15, 2021.
- (7) For the Nova Scotia residents: May 11, 2019, up to and including the date of May 15, 2021.
- (8) For the Nunavut residents: March 1, 2016, up to and including the date of May 15, 2021.
- (9) For the Ontario residents: November 9, 2018, up to and including the date of May 15, 2021.
- (10) For the Prince Edward Island residents: March 1, 2016, up to and including the date of May 15, 2021.
- (11) For the Quebec residents: November 22, 2017, up to and including the date of May 15, 2021.
- (12) For the Saskatchewan residents: May 11, 2019, up to and including the date of May 15, 2021.
- (13) For the Yukon residents: March 1, 2016, up to and including the date of May 15, 2021.

However, those who had their ticket previously refunded or credited by Air Canada **are excluded from the class**.

If you received a notice by email, this means that you are a member of the class action. If you did not receive a notice by email but think that you could be a class member, you can contact the Settlement Administrator at [sc@aircanada.com](mailto:sc@aircanada.com) to verify if you are a member of the class action.

## **5. How do I participate in this class action?**

If you are a class member and agree with this class action against Air Canada and the proposed settlement, you have nothing to do to participate in this class action if you have already received

a notice by email from Air Canada. If you did not receive a notice by email from Air Canada, please contact the Settlement Administrator as indicated below in Section 13.

## **SETTLEMENT AGREEMENT APPROVAL HEARING**

### **6. What is the proposed settlement?**

Air Canada agreed to settle the class action in exchange for a full release of the claims against it relating to the purchase of economy-class tickets from Air Canada during the Class Period for a flight departing from the United Kingdom and for which the APD was charged for a passenger under 16 years of age on the date of the flight actually taken.

The Settlement Agreement provides for the following, subject to Court approval:

1. Air Canada will pay to the class members a maximum amount of \$520,301.00.
2. Each class member will be eligible to obtain a **full refund** of the APD charged for each ticket he or she purchased for a passenger under 16 years of age on the date of the flight actually taken, which will be **processed automatically** by Air Canada and made in accordance with the method of payment used by the class member or, when the former is not possible, by cheque mailed to the last known address of the class member.
3. Class Counsel's legal fees and expenses of \$261,000.00 (plus all taxes) will be paid by Air Canada on top of the full refunds being paid to class members.
4. The admissibility for a refund for class members with open tickets that have not yet been flown as of the date on which Air Canada will process the refunds or for class members with travel credits resulting from the cancellation of their flight for which they have not sought a refund will be determined reasonably by Air Canada at the date of the use of the open ticket or the exchange of that credit for a flight, as the case may be.
5. If there is any money remaining after all claims, notice and administration costs and Class Counsel's fees and expenses are paid, the remaining funds will be donated to a charitable organization to be chosen by the parties and approved by the Court (subject to any amounts which must be paid by law to the Quebec *Fond d'aide aux actions collectives*).

The Settlement Agreement and documents pertaining to this class action are available at [www.lpclex.com/airpassengerduty](http://www.lpclex.com/airpassengerduty).

### **7. What is the next step regarding the proposed settlement?**

The Superior Court of Québec must approve the Settlement Agreement before it can take effect. The Court will review the terms of the Settlement Agreement to ensure that they are fair, reasonable and in the best interests of the class members.

The Final Approval Hearing will take place on **<\*>** at **<\*>** before the Superior Court of Québec, at the Montreal Courthouse, 1 Notre-Dame Street East, in Montreal, Quebec, in courtroom **<\*>**. At this hearing, the Court will hear any objection filed by class members regarding the proposed Settlement Agreement, in accordance with the deadlines and procedure set forth below. Class



members who do not oppose the proposed settlement are not required to attend this hearing or to take any action to indicate that they intend to be bound by it.

**OPTING OUT: This is your only chance to opt out from the class action**

**8. What happens if I opt out?**

If you decide to opt out of the class action, you retain your right to institute your own lawsuit against Air Canada regarding the APD and you will not be bound by the judgments rendered by the Court in this class action. Also, you will not be entitled to receive a payment if the settlement is approved by the Court.

**9. What happens if I do not opt out or if I do nothing?**

If you do not opt out of the class action or if you do nothing, you will be entitled to receive a payment if the settlement is approved by the Court. As such, you give up your right to institute your own lawsuit against Air Canada regarding the APD and will be bound by the judgments rendered by the Court in this class action.

**10. How do I opt out?**

If you do not wish to be part of this class action, you can opt out by sending to the clerk of the Superior Court of Quebec a signed letter containing the following information:

- The class action file number and name: 500-06-001147-210 (*Itzkovitz v. Air Canada*).
- Your name, current mailing address and email address.
- Your statement: "I am a class member and I wish to opt out of the class action".
- Your signature.

**You must send your letter by registered mail, with a copy by email to Class Counsel, by <\*> at the following addresses:**

<p><b><u>TO:</u></b> Clerk of the Superior Court of Québec File: 500-06-001147-210 Montreal Courthouse 1, Notre-Dame East Street, Suite 1.120 Montréal (Québec) H2Y 1B6</p>	<p><b><u>WITH COPY TO:</u></b> Mtre. Joey Zukran <b>LPC Avocat Inc.</b> 276 Saint-Jacques Street, Suite 801 Montreal, Quebec, Canada H2Y 1N3 Email: <a href="mailto:jzukran@lpclex.com">jzukran@lpclex.com</a></p>
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**OBJECTING TO THE PROPOSED SETTLEMENT**

**11. What should I do if I disagree with the proposed settlement?**

If you disagree with the Settlement Agreement but you do not wish to opt out of the class action, you can object to the Settlement Agreement by delivering a written submission on or before <\*> filed with the Court, Class Counsel and Air Canada's Counsel in accordance with Section 7(a) of the proposed Settlement Agreement and containing the following information:

- A heading referring to this proceeding (*Iitzkovitz v. Air Canada* - 500-06-001147-210).
- Your name, current address, and telephone number and, if represented by counsel, the name of your counsel.
- A statement that you purchased an economy class ticket from Air Canada for a passenger under 16 years of age for a flight departing from the United Kingdom during the Class Period described in the class definition.
- A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel.
- A statement of the objection and the grounds supporting the objection.
- Copies of any papers, briefs, or other documents upon which the objection is based.
- Your signature.

**You must send your letter by registered mail, with a copy by email to Class Counsel and Air Canada’s Counsel, at the following addresses:**

<p><b><u>TO:</u></b> Clerk of the Superior Court of Québec  File: 500-06-001147-210  Montreal Courthouse  1, Notre-Dame East Street, Suite 1.120  Montréal (Québec) H2Y 1B6</p>	<p><b><u>WITH COPIES TO:</u></b></p> <p>Mtre. Joey Zukran  <b>LPC Avocat Inc.</b>  276 Saint-Jacques Street, Suite 801  Montreal, Quebec, Canada H2Y 1N3  Email: <a href="mailto:jzukran@lpclex.com">jzukran@lpclex.com</a></p> <p>Mtre. Michael Vathilakis  <b>Renno Vathilakis Inc.</b>  145 St-Pierre Street, Suite 201  Montreal, Quebec, Canada H2Y 2L6  Email: <a href="mailto:mvathilakis@renvath.com">mvathilakis@renvath.com</a></p> <p>Class Counsel</p>
	<p>Mtre. Simon J. Seida  <b>Blake, Cassels &amp; Graydon LLP</b>  1 Place Ville Marie, Suite 3000  Montreal, Quebec, Canada  H3B 4N8  <a href="mailto:simon.seida@blakes.com">simon.seida@blakes.com</a></p> <p>Air Canada’s Counsel</p>

The Court cannot change the terms of the settlement. Any objections will be used by the Court to consider whether to approve the settlement.

## **REFUND UNDER THE SETTLEMENT AGREEMENT**

### **12. What happens if the Settlement Agreement is approved by the Court?**

If the Settlement Agreement is approved by the Court, each class member will obtain a **full refund** of the APD charged for each ticket he or she purchased for a passenger under 16 years of age on the date of the flight actually taken. The refund will be **processed automatically** by Air Canada and made in accordance with the method of payment used by the class member or, when not possible, by cheque mailed to the last known address of the class member.

### **13. What happens if I do not automatically receive a refund?**

If you are a class member and you did not receive a refund from Air Canada by **<\*>**, you can contact the Settlement Administrator at **<\*>** to verify your status as a class member and submit your contact information to receive a cheque from Air Canada. You must do so no more than 145 days after the judgment approving the settlement or you will otherwise lose your right to a refund.

## **CLASS COUNSEL**

### **14. Who are the lawyers working on this class action?**

The law firms LPC Avocat Inc. and Renno Vathilakis Inc. represent the Representative Plaintiff and the class members. You may contact either one of them using the contact information found at the end of this notice.

### **15. Are there fees for the class members?**

You do not have to pay the lawyers working on this class action. Class Counsel have taken this case on a contingency agreement, and their legal fees and disbursements will be paid by Air Canada, subject to Court approval.

If the settlement is approved by the Court, the lawyers representing the Representative Plaintiff and the class members will be paid from the amount provided in the Settlement Agreement. The Court will decide on the reasonableness of the fees and costs requested by Class Counsel.

## **FOR MORE INFORMATION**

If you have questions, you can contact the Class Counsel by mail, email or phone. Your name and any information provided will be kept confidential. **Please do not contact Air Canada, nor any of the judges of the Superior Court of Quebec.**

Class Counsel

Mtre. Joey Zukran

**LPC Avocat Inc.**

276 Saint-Jacques Street, Suite 801  
Montreal, Quebec, Canada H2Y 1N3

Telephone: 514 379-1572

Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

Mtre. Michael Vathilakis

**Renno Vathilakis Inc.**

145 St-Pierre Street, Suite 201  
Montreal, Quebec, Canada H2Y 2L6  
Telephone: 514 937-1221  
Email: [mvathilakis@renvath.com](mailto:mvathilakis@renvath.com)

This notice has been approved by the Superior Court of Quebec.

AVIS D'AUTORISATION D'UNE ACTION COLLECTIVE NATIONALE ET D'UNE  
AUDIENCE D'APPROBATION D'UN RÈGLEMENT AUTORISÉ PAR LA COUR  
SUPÉRIEURE DU QUÉBEC

**Si vous avez acheté un billet auprès d'Air Canada pour un enfant âgé de moins de 16 ans à la date du vol pour un vol en partance du Royaume-Uni, vous pourriez être membre d'une action collective.**

Le 11 mai 2021, M. Itzkovitz (le « **Représentant** ») a déposé une *Demande d'autorisation d'exercer une action collective et d'attribution du statut de représentant au Demandeur* (la « **Demande d'autorisation** ») contre Air Canada relativement à l'achat de billets d'avion à destination ou en partance du Royaume-Uni auprès d'Air Canada et à la taxe appelée *Air Passenger Duty* (la « **Taxe sur le transport de passagers aériens** ») imposée sur un billet pour un enfant âgé de moins de 16 ans à la date du vol. Le Représentant a allégué qu'Air Canada avait illégalement perçu la Taxe sur le transport de passagers aériens, en particulier pour des passagers âgés de moins de 16 ans pour des vols à destination et en partance du Royaume-Uni. Air Canada nie ces allégations et tout acte répréhensible, et aucun tribunal n'a conclu qu'Air Canada a commis un acte répréhensible.

Les parties sont parvenues à un règlement avant que l'action collective ne soit autorisée et sans aucune reconnaissance de responsabilité de la part d'Air Canada. Ce règlement est conditionnel à l'approbation de la Cour supérieure du Québec. L'audience d'approbation du règlement aura lieu le [date], dans la salle no. du Palais de justice de Montréal.

**Le jugement autorisant cette action collective et le règlement proposé peuvent avoir une incidence sur vos droits, que vous agissiez ou non. Veuillez lire le présent avis attentivement.**

<b>Vos droits concernant cette action collective :</b>	
<b>NE RIEN FAIRE</b>	Si vous êtes membre du groupe et que vous êtes d'accord avec l'objet de l'action collective et le règlement proposé, vous n'avez rien à faire pour participer à cette action collective si vous avez déjà reçu un avis par courriel d'Air Canada. Si vous <u>n'avez pas</u> reçu d'avis par courriel d'Air Canada, veuillez communiquer avec l'Administrateur du Règlement comme il est indiqué ci-après à la rubrique 13.
<b>S'EXCLURE</b>	Si vous vous excluez de l'action collective, vous ne recevrez aucun paiement si le règlement est approuvé par la Cour. Cette option vous permet d'intenter votre propre poursuite contre Air Canada relativement à l'achat d'un billet auprès d'Air Canada pour un enfant âgé de moins de 16 ans à la date du vol pour un vol en partance du Royaume-Uni.
<b>S'OPPOSER</b>	Si vous n'êtes pas d'accord avec le règlement proposé, vous pouvez vous y opposer et la Cour tiendra compte de votre opposition au moment de décider s'il y a lieu d'approuver ou non le règlement.

<b>INTERVENIR</b>	En tant que membre du groupe, vous avez le droit d'intervenir dans cette action collective de la manière prévue par la loi. Aucun membre du groupe, à l'exception du Représentant ou d'un intervenant, ne peut être tenu de payer les frais de justice découlant de l'action collective.
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Ces droits – **et le délai pour les exercer** – sont expliqués dans le présent avis.

### DES QUESTIONS?

Communiquez avec l'Administrateur du Règlement ou les Avocats du Groupe aux coordonnées suivantes :

Administrateur du Règlement

Velvet Payments Inc.



Avocats du Groupe

M<sup>e</sup> Joey Zukran

**LPC Avocat Inc.**

276, rue Saint-Jacques, bureau 801  
Montréal (Québec) Canada H2Y 1N3

Téléphone : 514-379-1572

Courriel : [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

M<sup>e</sup> Michael Vathilakis

**Renno Vathilakis Inc.**

145, rue Saint-Pierre, bureau 201  
Montréal (Québec) Canada H2Y 2L6

Téléphone : 514-937-1221

Courriel : [mvathilakis@renvath.com](mailto:mvathilakis@renvath.com)

ou consultez le et le <https://lpclex.com/fr/airpassengerduty/>

## **L'ACTION COLLECTIVE**

### **1. Quel est le but du présent avis?**

Le 11 mai 2021, le Représentant a déposé la Demande d'autorisation contre Air Canada. Les parties sont toutefois parvenues à un règlement avant que l'action collective ne soit autorisée.

Le <\*>, le Représentant a présenté à la Cour une demande d'autorisation d'exercer l'action collective proposée uniquement aux fins de règlement. Le <\*>, la Cour a autorisé le Représentant à exercer une action collective dans le district judiciaire de Montréal contre Air Canada au nom des membres du groupe uniquement aux fins de règlement.

La Cour ne s'est pas prononcée quant à la véracité ou au bien-fondé des demandes ou des moyens de défense de l'une ou l'autre des parties. Les allégations formulées par le Représentant n'ont pas été prouvées devant la Cour.

Le présent avis explique comment fonctionne l'action collective, qui sont les membres du groupe et quels sont leurs droits.

### **2. Qu'est-ce qu'une action collective?**

Il s'agit d'une procédure judiciaire intentée par une personne appelée le « Représentant » au nom de toutes les personnes ayant des demandes similaires, appelées collectivement le « groupe ». Une action collective permet à la Cour de statuer sur le litige concernant tous les membres du groupe, à l'exception de ceux qui ont choisi de s'exclure de l'action collective.

### **3. Quel est l'objet de cette action collective?**

La Demande d'autorisation faisait valoir des allégations relatives à la perception supposément illégale de la Taxe sur le transport de passagers aériens auprès des membres du groupe pour des vols à destination et en partance du Royaume-Uni, en particulier pour des passagers âgés de moins de 16 ans à la date du vol.

Air Canada nie tout acte répréhensible, et aucun tribunal n'a conclu qu'Air Canada a commis un acte répréhensible.

Cette action collective est une action en dommages-intérêts et un recours en injonction.

## **LES MEMBRES DU GROUPE**

### **4. Qui est membre du groupe?**

Vous êtes membre du groupe si vous êtes un résident du Canada, que vous avez acheté un billet en classe économique auprès d'Air Canada pendant la Période visée par l'Action collective (définie ci-après) pour un vol en partance du Royaume-Uni et que vous avez dû payer la Taxe sur le transport de passagers aériens pour un passager âgé de moins de 16 ans à la date à laquelle le vol a effectivement eu lieu.

« Période visée par l'Action collective » désigne :

- (1) pour les résidents de l'Alberta, du 25 février 2019 au 15 mai 2021, inclusivement;
- (2) pour les résidents de la Colombie-Britannique, du 11 mai 2018 au 15 mai 2021, inclusivement;
- (3) pour les résidents de l'Île-du-Prince-Édouard, du 1<sup>er</sup> mars 2016 au 15 mai 2021, inclusivement;
- (4) pour les résidents du Manitoba, du 1<sup>er</sup> mars 2016 au 15 mai 2021, inclusivement;
- (5) pour les résidents du Nouveau-Brunswick, du 11 novembre 2018 au 15 mai 2021, inclusivement;
- (6) pour les résidents de la Nouvelle-Écosse, du 11 mai 2019 au 15 mai 2021, inclusivement;
- (7) pour les résidents du Nunavut, du 1<sup>er</sup> mars 2016 au 15 mai 2021, inclusivement;
- (8) Pour les résidents de l'Ontario, du 9 novembre 2018 au 15 mai 2021, inclusivement;
- (9) pour les résidents du Québec, du 22 novembre 2017 au 15 mai 2021, inclusivement;
- (10) pour les résidents de la Saskatchewan, du 11 mai 2019 au 15 mai 2021, inclusivement;
- (11) pour les résidents de Terre-Neuve-et-Labrador, du 11 novembre 2018 au 15 mai 2021, inclusivement;
- (12) pour les résidents des Territoires du Nord-Ouest, du 1<sup>er</sup> mars 2016 au 15 mai 2021, inclusivement;
- (13) pour les résidents du Yukon, du 1<sup>er</sup> mars 2016 au 15 mai 2021, inclusivement.

Toutefois, les personnes à qui Air Canada a déjà remboursé ou crédité le billet **sont exclues du groupe**.

Si vous avez reçu un avis par courriel, cela signifie que vous êtes membre du groupe. Si vous n'avez pas reçu d'avis par courriel mais pensez que vous pourriez être membre du groupe, vous pouvez communiquer avec l'Administrateur du Règlement au [<\\*>](#) pour vérifier si vous êtes membre du groupe.

## **5. Comment puis-je participer à cette action collective?**

Si vous êtes membre du groupe et que vous êtes d'accord avec l'action collective contre Air Canada et le règlement proposé, vous n'avez rien à faire pour participer à cette action collective si vous avez déjà reçu un avis par courriel d'Air Canada. Si vous n'avez pas reçu d'avis par courriel d'Air Canada, veuillez communiquer avec l'Administrateur du Règlement comme il est indiqué ci-après à la rubrique 13.



## AUDIENCE D'APPROBATION DE L'ENTENTE DE RÈGLEMENT

### 6. Quel est le règlement proposé?

Air Canada a accepté de régler l'action collective en échange d'une libération complète des réclamations contre elle se rapportant à l'achat de billets en classe économique auprès d'Air Canada pendant la Période visée par l'Action collective pour un vol en partance du Royaume-Uni, sur lesquels la Taxe sur le transport de passagers aériens a été imposée pour un passager âgé de moins de 16 ans à la date à laquelle le vol a effectivement eu lieu.

L'Entente de règlement prévoit ce qui suit, sous réserve de l'approbation de la Cour :

1. Air Canada versera aux membres du groupe un montant maximal de 520 301 \$.
2. Chaque membre du groupe aura droit au **remboursement complet** de la Taxe sur le transport de passagers aériens imposée sur chaque billet qu'il a acheté pour un passager âgé de moins de 16 ans à la date à laquelle le vol a effectivement eu lieu, lequel remboursement sera **traité automatiquement** par Air Canada et effectué selon le mode de paiement utilisé par le membre du groupe ou, lorsqu'il est impossible de procéder de cette façon, au moyen d'un chèque envoyé par la poste à la dernière adresse connue du membre du groupe.
3. Air Canada paiera les honoraires et débours des Avocats du Groupe de 261 000 \$ (plus taxes) en plus des remboursements complets versés aux membres du groupe.
4. Dans le cas des membres du groupe qui ont des billets ouverts et qui n'ont pas encore pris leur vol à la date à laquelle Air Canada traitera les remboursements ou de ceux qui disposent de crédits de voyage en raison de l'annulation d'un vol pour lequel ils n'ont pas demandé de remboursement, Air Canada déterminera raisonnablement si ces membres du groupe sont admissibles à un remboursement à la date d'utilisation du billet ouvert ou de l'échange du crédit contre un vol, selon le cas.
5. S'il reste des fonds après le paiement de toutes les réclamations et de tous les frais de notification, les frais d'administration et les honoraires et débours des Avocats du Groupe, les fonds restants seront donnés à un organisme de bienfaisance choisi par les parties et approuvé par la Cour (sous réserve des sommes qui doivent, en vertu de la loi, être versées au Fonds d'aide aux actions collectives du Québec).

L'Entente de règlement et les documents relatifs à cette action collective peuvent être consultés au [www.lpclex.com/fr/airpassengerduty](http://www.lpclex.com/fr/airpassengerduty).

### 7. Quelle est la prochaine étape concernant le règlement proposé?

La Cour supérieure du Québec doit approuver l'Entente de règlement avant que celle-ci ne puisse entrer en vigueur. La Cour examinera les modalités de l'Entente de règlement pour s'assurer qu'elles sont équitables, raisonnables et dans l'intérêt véritable des membres du groupe.

L'Audience d'approbation définitive aura lieu le <\*> à <\*> devant la Cour supérieure du Québec, au Palais de justice de Montréal, au 1, rue Notre-Dame Est, à Montréal, au Québec, dans la salle <\*>. Lors de cette audience, la Cour entendra toute opposition déposée par des membres du

groupe à l'égard de l'Entente de règlement proposée, dans les délais et suivant la procédure indiqués ci-après. Les membres du groupe qui ne s'opposent pas au règlement proposé ne sont pas tenus d'assister à l'audience ni de prendre des mesures pour indiquer qu'ils ont l'intention d'être liés par celui-ci.

**S'EXCLURE : Le présent avis constitue votre seule chance de vous exclure de l'action collective**

**8. Que se passe-t-il si je m'exclus de l'action collective?**

Si vous décidez de vous exclure de l'action collective, vous conservez le droit d'intenter votre propre poursuite contre Air Canada relativement à la Taxe sur le transport de passagers aériens et vous ne serez pas lié par les jugements rendus par la Cour dans cette action collective. De plus, vous n'aurez pas droit à un paiement si le règlement est approuvé par la Cour.

**9. Que se passe-t-il si je ne m'exclus pas de l'action collective ou si je ne fais rien?**

Si vous ne vous excluez pas de l'action collective ou si vous ne faites rien, vous aurez droit à un paiement si le règlement est approuvé par la Cour. Ainsi, vous renoncez à votre droit d'intenter votre propre poursuite contre Air Canada relativement à la Taxe sur le transport de passagers aériens et vous serez lié par les jugements rendus par la Cour dans cette action collective.

**10. Comment puis-je m'exclure de l'action collective?**

Si vous ne désirez pas être partie à cette action collective, vous pouvez vous en exclure en envoyant au greffier de la Cour supérieure du Québec une lettre signée contenant les renseignements suivants :

- Le numéro de dossier et le nom de l'action collective : 500-06-001147-210 (*Itzkovitz c. Air Canada*).
- Votre nom, votre adresse postale actuelle et votre adresse de courriel.
- La déclaration suivante : « Je suis membre du groupe et je souhaite m'exclure de l'action collective ».
- Votre signature.

**Vous devez envoyer votre lettre par courrier recommandé, ainsi qu'une copie par courriel aux Avocats du Groupe, au plus tard le <\*> aux adresses suivantes :**

<b><u>DESTINATAIRE :</u></b>  Greffier de la Cour supérieure du Québec Dossier : 500-06-001147-210 Palais de justice de Montréal 1, rue Notre-Dame Est, bureau 1.120 Montréal (Québec) H2Y 1B6	<b><u>AVEC COPIE À :</u></b>  M <sup>e</sup> Joey Zukran <b>LPC Avocat Inc.</b> 276, rue Saint-Jacques, bureau 801 Montréal (Québec) Canada H2Y 1N3 Courriel : <a href="mailto:jzukran@lpclex.com">jzukran@lpclex.com</a>
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## S'OPPOSER AU RÈGLEMENT PROPOSÉ

### 11. Que dois-je faire si je suis en désaccord avec le règlement proposé?

Si vous êtes en désaccord avec l'Entente de règlement sans toutefois vouloir vous exclure de l'action collective, vous pouvez vous opposer à l'Entente de règlement en déposant une explication écrite au plus tard le <\*> auprès de la Cour, des Avocats du Groupe et des Avocats d'Air Canada conformément au paragraphe 7a) de l'Entente de règlement proposée. Votre explication doit contenir les renseignements suivants :

- Un titre faisant renvoi à la présente instance (*Itzkovitz c. Air Canada* - 500-06-001147-210).
- Votre nom, votre adresse actuelle, votre numéro de téléphone et, si vous êtes représenté par un avocat, le nom de ce dernier.
- Une déclaration selon laquelle vous avez acheté un billet en classe économique auprès d'Air Canada pour un passager âgé de moins de 16 ans pour un vol en partance du Royaume-Uni pendant la Période visée par l'Action collective décrite dans la définition de ce terme.
- Une déclaration selon laquelle vous avez l'intention de comparaître à l'Audience d'approbation définitive, en personne ou par l'intermédiaire d'un avocat.
- Un exposé de l'opposition et des motifs à l'appui de celle-ci.
- Des copies de tous les écrits, mémoires ou autres documents sur lesquels l'opposition est fondée.
- Votre signature.

**Vous devez envoyer votre lettre par courrier recommandé, ainsi qu'une copie par courriel aux Avocats du Groupe et aux Avocats d'Air Canada, aux adresses suivantes :**

<p><b><u>DESTINATAIRE :</u></b></p> <p>Greffier de la Cour supérieure du Québec Dossier : 500-06-001147-210 Palais de justice de Montréal 1, rue Notre-Dame Est, bureau 1.120 Montréal (Québec) H2Y 1B6</p>	<p><b><u>AVEC COPIES À :</u></b></p> <p>M<sup>e</sup> Joey Zukran <b>LPC Avocat Inc.</b> 276, rue Saint-Jacques, bureau 801 Montréal (Québec) Canada H2Y 1N3 Courriel : <a href="mailto:jzukran@lpclex.com">jzukran@lpclex.com</a></p> <p>M<sup>e</sup> Michael Vathilakis <b>Renno Vathilakis Inc.</b> 145, rue Saint-Pierre, bureau 201 Montréal (Québec) Canada H2Y 2L6 Courriel : <a href="mailto:mvathilakis@renvath.com">mvathilakis@renvath.com</a></p> <p>Avocats du Groupe</p>
	<p>M<sup>e</sup> Simon J. Seida <b>Blake, Cassels &amp; Graydon S.E.N.C.R.L./s.r.l.</b> 1, Place Ville Marie, bureau 3000 Montréal (Québec) Canada H3B 4N8 <a href="mailto:simon.seida@blakes.com">simon.seida@blakes.com</a></p> <p>Avocats d'Air Canada</p>

La Cour ne peut modifier les modalités du règlement. La Cour tiendra compte de toute opposition pour déterminer s'il y a lieu d'approuver ou non le règlement.

## **REMBOURSEMENT EN VERTU DE L'ENTENTE DE RÈGLEMENT**

### **12. Que se passe-t-il si l'Entente de règlement est approuvée par la Cour?**

Si l'Entente de règlement est approuvée par la Cour, chaque membre du groupe obtiendra le **remboursement complet** de la Taxe sur le transport de passagers aériens imposée sur chaque billet qu'il a acheté pour un passager âgé de moins de 16 ans à la date à laquelle le vol a effectivement eu lieu. Le remboursement sera **traité automatiquement** par Air Canada et sera effectué selon le mode de paiement utilisé par le membre du groupe ou, lorsqu'il est impossible de procéder de cette façon, au moyen d'un chèque envoyé par la poste à la dernière adresse connue du membre du groupe.

### **13. Que se passe-t-il si je ne reçois pas automatiquement un remboursement?**

Si vous êtes membre du groupe et que vous n'avez pas reçu de remboursement d'Air Canada au plus tard le **<\*>**, vous pouvez communiquer avec l'Administrateur du Règlement au **<\*>** pour vérifier votre admissibilité à titre de membre du groupe et fournir vos coordonnées afin de recevoir un chèque d'Air Canada. Vous devez le faire au plus tard 145 jours après le jugement approuvant le règlement, sans quoi vous perdrez votre droit à un remboursement.

## **AVOCATS DU GROUPE**

### **14. Qui sont les avocats qui travaillent sur cette action collective?**

Les cabinets LPC Avocat Inc. et Renno Vathilakis Inc. représentent le Représentant et les membres du groupe. Vous pouvez communiquer avec l'un ou l'autre aux coordonnées indiquées à la fin du présent avis.

### **15. Y a-t-il des frais pour les membres du groupe?**

Vous n'avez pas à payer les avocats qui travaillent sur cette action collective. Les Avocats du Groupe ont pris cette affaire en vertu d'une entente à pourcentage, et leurs honoraires et débours seront payés par Air Canada, sous réserve de l'approbation de la Cour.

Si la Cour approuve le règlement, les avocats qui représentent le Représentant et les membres du groupe seront payés au moyen des fonds prévus dans l'Entente de règlement. La Cour sera appelée à se prononcer sur le caractère raisonnable des honoraires et des frais demandés par les Avocats du Groupe.

## **RENSEIGNEMENTS SUPPLÉMENTAIRES**

Si vous avez des questions, vous pouvez communiquer avec les Avocats du Groupe par la poste, par courriel ou par téléphone. Votre nom et tout renseignement fourni demeureront confidentiels. **Prière de vous abstenir de communiquer avec Air Canada ou avec les juges de la Cour supérieure du Québec.**

Avocats du Groupe

M<sup>e</sup> Joey Zukran

**LPC Avocat Inc.**

276, rue Saint-Jacques, bureau 801

Montréal (Québec) Canada H2Y 1N3

Téléphone : 514-379-1572

Courriel : [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

M<sup>e</sup> Michael Vathilakis

**Renno Vathilakis Inc.**

145, rue Saint-Pierre, bureau 201

Montréal (Québec) Canada H2Y 2L6

Téléphone : 514-937-1221

Courriel : [mvathilakis@renvath.com](mailto:mvathilakis@renvath.com)

Le présent avis a été approuvé par la Cour supérieure du Québec.

## **SCHEDULE C**

### **NOTICE PROGRAM**

The Short-Form Notice and Long-Form Notice to Class Members shall be distributed in the following manner:

a) Sending of Notices by Air Canada

1. Air Canada will send the Short-Form Notice in English and/or French, as is appropriate, by email to all Class Members for whom Air Canada has an email address. The email will include a link to the Long-Form Notice.

b) Publication of Notices by the Settlement Administrator

1. Online ads will be placed by the Settlement Administrator for 20 days with a total budget of \$24,000 on the following websites and apps, in either English or French as appropriate:

(a) Facebook;

(b) Instagram;

(c) Audience network (which allows to extend the reach of the ads beyond Facebook and into other mobile apps).

The total impressions are estimated between 1.80M and 5.2M and the total estimated clicks are estimated between 80,000 and 230,000.

2. The online ads will include a hyperlink directing to Class Counsel's website (<https://lpclex.com/airpassengerduty/>) where Class Members will be able to access the settlement and copies of the pre-approval notices in English and in French.

**NOTICE OF AUTHORIZATION OF A NATIONAL CLASS ACTION  
AND OF A SETTLEMENT APPROVAL HEARING  
AUTHORIZED BY THE SUPERIOR COURT OF QUEBEC**

**If you bought a ticket from Air Canada for a child under 16 years old on the date of the flight for a flight departing from the United Kingdom, you may be a member of a class action.**

A proposed settlement has been reached in a class action lawsuit about the purchase of tickets to travel from the United Kingdom with Air Canada and the Air Passenger Duty (the “APD”) charged on a ticket for a child under 16 years old on the date of the flight. The Representative Plaintiff in the lawsuit alleged that Air Canada unnecessarily collected the APD, specifically for passengers under 16 years old for flights from the United Kingdom. Air Canada denies any wrongdoing, and no court has concluded in any wrongdoing.

**Am I a Class Member?** You are a class member if you are a Canadian resident who purchased an economy class ticket from Air Canada during the Class Period (as defined in the Settlement Agreement) for a flight departing from the United Kingdom and who was charged the APD for a passenger under 16 years of age on the date of the flight actually taken. However, those who had their ticket previously refunded or credited by Air Canada are excluded from the class. More information about the Class Period is available at [www.lpclex.com/airpassengerduty/](http://www.lpclex.com/airpassengerduty/). If you received a notice by email from Air Canada, this means that you are a member of the class action. If you did not receive a notice by email and think that you are a class member, you can contact the Settlement Administrator at <\*> to verify whether you are a member of the class action.

**What Can I Get from the Settlement?** Subject to Court approval, each class member will be eligible to obtain a **full refund** of the APD charged for each ticket he or she purchased for a passenger under 16 years of age on the date of the flight actually taken, which will be **processed automatically by Air Canada** and refunded in accordance with the method of payment used by the class member or, when the former is not possible, by cheque mailed to the last known address of the class member.

Class Counsel’s legal fees and expenses of \$261,000.00 (plus all taxes) will be paid by Air Canada on top of the compensation to class members.

**What are my Options?**

1. If you agree with the purpose of this class action and the proposed settlement, you have nothing to do at this time if you have already received a notice by email from Air Canada. If you did not receive a notice by email from Air Canada, please contact the Settlement Administrator.

2. If you do not wish to participate in the settlement, you may exclude yourself from the class (opt out) by <\*>. If you exclude yourself, you cannot get money from this settlement if it is approved.

3. You may also object to any part of the settlement, and the Court will consider your views. Your objection must be received by <\*>, in writing and must provide evidence of your membership in the class. Please note that the Court cannot change the terms of the settlement. Any objection will be used by the Court to consider whether to approve the settlement.

4. As a class member, you have the right to intervene in the present class action in the manner provided by law. No class member other than the Representative Plaintiff or an intervenor may be required to pay legal costs arising from the class action.

The Court will hold a hearing at <\*> on <\*> at the Montreal Courthouse, in the province of Quebec. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate and whether to approve Class Counsel’s fees and expenses. You may attend the hearing, and you may hire your own lawyer, but you are not required to do either. The Court will consider timely written objections and will listen to people who have made a prior written request to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

**What If I Have Questions?** This notice is a summary. A detailed notice, as well as the Settlement Agreement and other documents filed in this lawsuit can be found online at [www.lpclex.com/airpassengerduty/](http://www.lpclex.com/airpassengerduty/).

For more information, you may call or write to Class Counsel Mtre. Joey Zukran at 514 379-1572 or

A detailed notice is available at [jzukran@lpclex.com](mailto:jzukran@lpclex.com) or to Mtre. Michael Vathilakis at 514 937-1221 or [mvathilakis@renvath.com](mailto:mvathilakis@renvath.com).  
[www.lpclex.com/airpassengerduty](http://www.lpclex.com/airpassengerduty).

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**AVIS D'AUTORISATION D'UNE ACTION COLLECTIVE NATIONALE ET D'UNE AUDIENCE  
D'APPROBATION D'UN RÈGLEMENT  
AUTORISÉ PAR LA COUR SUPÉRIEURE DU QUÉBEC**

**Si vous avez acheté un billet auprès d'Air Canada pour un enfant âgé de moins de 16 ans à la date du vol pour un vol en partance du Royaume-Uni, vous pourriez être membre d'une action collective.**

Un règlement proposé a été conclu dans le cadre d'une action collective concernant l'achat de billets d'avion en partance du Royaume-Uni auprès d'Air Canada et la taxe appelée *Air Passenger Duty* (la « **Taxe sur le transport de passagers aériens** ») imposée sur un billet pour un enfant âgé de moins de 16 ans à la date du vol. Le Représentant de la poursuite a allégué qu'Air Canada avait inutilement perçu la Taxe sur le transport de passagers aériens, en particulier pour des passagers âgés de moins de 16 ans pour des vols en partance du Royaume-Uni. Air Canada nie tout acte répréhensible, et aucun tribunal n'a conclu qu'un acte répréhensible a été commis.

**Suis-je membre du groupe?** Vous êtes membre du groupe si vous êtes un résident du Canada, que vous avez acheté un billet en classe économique auprès d'Air Canada pendant la Période visée par l'Action collective (définie dans l'Entente de règlement) pour un vol en partance du Royaume-Uni et que vous avez dû payer la Taxe sur le transport de passagers aériens pour un passager âgé de moins de 16 ans à la date à laquelle le vol a effectivement eu lieu. Toutefois, les personnes à qui Air Canada a déjà remboursé ou crédité le billet sont exclues du groupe. Vous trouverez de plus amples renseignements au sujet de la Période visée par l'Action collective au [www.lpclex.com/fr/airpassengerduty](http://www.lpclex.com/fr/airpassengerduty). Si vous avez reçu un avis par courriel d'Air Canada, cela signifie que vous êtes membre du groupe. Si vous n'avez pas reçu d'avis par courriel et que vous pensez être membre du groupe, vous pouvez communiquer avec l'Administrateur du Règlement au <\*> pour vérifier si vous êtes membre de l'action collective.

**Que puis-je recevoir dans le cadre du règlement?** Sous réserve de l'approbation de la Cour, chaque membre du groupe aura droit au **remboursement complet** de la Taxe sur le transport de passagers aériens imposée sur chaque billet qu'il a acheté pour un passager âgé de moins de 16 ans à la date à laquelle le vol a effectivement eu lieu, lequel remboursement sera **traité automatiquement par Air Canada** et effectué selon le mode de paiement utilisé par le membre du groupe ou, lorsqu'il est impossible de procéder de cette façon, au moyen d'un chèque envoyé par la poste à la dernière adresse connue du membre du groupe.

Air Canada paiera les honoraires et débours des Avocats du Groupe de 261 000 \$ (plus taxes) en plus de l'indemnisation des membres du groupe.

**Quelles sont mes options?**

1. Si vous êtes d'accord avec l'objet de l'action collective et le règlement proposé, vous n'avez rien à faire en ce moment si vous avez déjà reçu un avis par courriel d'Air Canada. Si vous n'avez pas reçu d'avis par courriel d'Air Canada, veuillez communiquer avec l'Administrateur du Règlement.
2. Si vous ne souhaitez pas participer au règlement, vous pouvez vous exclure du groupe au plus tard le <\*>. Si vous vous excluez du groupe, vous ne pourrez pas obtenir de paiement dans le cadre de ce règlement si celui-ci est approuvé.
3. Vous pouvez également vous opposer à toute partie du règlement, et la Cour tiendra compte de votre opinion. Vous devez signifier votre opposition par écrit d'ici au <\*> et fournir la preuve que vous êtes membre du groupe. Veuillez noter que la Cour ne peut modifier les modalités du règlement. La Cour tiendra compte de toute opposition pour déterminer s'il y a lieu d'approuver ou non le règlement.
4. En tant que membre du groupe, vous avez le droit d'intervenir dans la présente action collective de la manière prévue par la loi. Aucun membre du groupe, à l'exception du Représentant ou d'un intervenant, ne peut être tenu de payer les frais de justice découlant de l'action collective.

La Cour tiendra une audience à <\*>, le <\*>, au Palais de justice de Montréal, dans la province de Québec. Lors de cette audience, la Cour examinera le caractère équitable, raisonnable et adéquat du règlement et décidera s'il y a lieu d'approuver ou non les honoraires et débours des Avocats du Groupe. Vous pouvez assister à l'audience, et vous pouvez retenir les services de votre propre avocat, mais vous n'avez pas l'obligation de le faire. La Cour prendra en considération les oppositions soumises par écrit en temps opportun, et elle entendra les personnes qui lui auront demandé par écrit au préalable la permission de prendre la parole à l'audience. Après l'audience, la Cour décidera si elle approuve le règlement.

**Que dois-je faire si j'ai des questions?** Le présent avis n'est qu'un résumé. Vous trouverez un avis détaillé ainsi que l'Entente de règlement et les autres documents déposés dans le cadre de cette poursuite en ligne au [www.lpclex.com/fr/airpassengerduty](http://www.lpclex.com/fr/airpassengerduty).

Pour obtenir de plus amples renseignements, vous pouvez téléphoner ou écrire aux Avocats du Groupe, M<sup>e</sup> Joey Zukran, au numéro 514-379-1572 ou à l'adresse [jzukran@lpclex.com](mailto:jzukran@lpclex.com), ou M<sup>e</sup> Michael

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