

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

(Class Action Division)
SUPERIOR COURT

Nº: **500-06-001409-255**

MARI BOUZAGLO

Applicant

v.

AIR CANADA et al.

Defendants

AFFIDAVIT OF OMAIR FAROOQ SHAHZAD

I, the undersigned, Omais Farooq Shahzad, Senior Director, Contact Centre Service Operations, with a professional domicile located at 7373 Côte-Vertu Boulevard West, Montreal (Saint-Laurent), Province of Quebec, solemnly affirm the following:

1. I have been employed by Air Canada since 2022.
2. I currently hold the position of Senior Director, Contact Centre Service Operations.
3. My tasks include overseeing and leading the contact centres team across the various sites at Air Canada.
4. During the labour disruption that occurred between August 15-23, 2025 (the “**Labour Disruption**”), Air Canada implemented an exceptional goodwill policy for impacted customers (the “**Policy**”).
5. I was personally involved in the implementation of this Policy.
6. The Policy provided for the refund of reasonable expenses like hotels, meals, local transportation and communication, in addition to alternative transportation if Air Canada was unable to be rebook a customer’s flight.
7. The Policy was communicated via Air Canada’s website and via email to impacted customers. Such communications included a press release made by Air Canada on August 21, 2025, communicated herewith as **Exhibit OFS-1**.
8. Under this Policy, Air Canada refunded the price difference between the original ticket and alternative transportation, where consistent with the customer’s original

travel intent, if the original flight was cancelled and Air Canada was unable to rebook the customer.

9. Air Canada also refunded reasonable out-of-pocket expenses, such as hotels, meals, local transportation (e.g. between the hotel and the airport), and communication (e.g. long-distance calls).
10. Based on Air Canada's records, Air Canada issued refunds to 65,129 customers for a total of \$106,515,537.89 under the Policy.
11. In addition to those refunds, Air Canada paid approximately \$31,000,000 to other airlines and to hotels for transportation and accommodation offered to customers impacted by the Labour Disruption.
12. With respect to the Applicant, she first made a claim under the Policy to Air Canada's Customer Relations on August 24, 2025.
13. On October 22, 2025, Air Canada issued a refund to the Applicant in the amount of \$440.95 for the price of her original ticket.
14. On October 24, 2025, Air Canada Customers Relations informed the Applicant that to process the remainder of her claim, she should submit the itinerary receipt for her alternative flight with American Airlines, as appears from the email communicated herewith as **Exhibit OFS-2**.
15. On May 20, 2026, Applicant, through her counsel, provided the receipts for the remainder of her claim.
16. On May 21, 2026, Air Canada notified the Applicant that an amount of \$751.01 consisting of the full refund for her American Airlines ticket, fees for her dog, and luggage fees would be issued by electronic transfer within 10 business days. Thereafter, the Applicant accepted and received the payment.
17. All the facts stated herein are true.

AND I HAVE SIGNED:

OMAIR FAROOQ SHAHZAD

OATH RECEIVED by [...].

Commissioner of Oaths for and outside
of Québec

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**EXHIBIT D-2
AFFIDAVIT OF OMAIR FAROOQ
SHAHZAD**

ORIGINAL

The logo for the law firm Blakes, featuring the word "Blakes" in a stylized, cursive script.

M^{re}. Simon J. Seida

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M^{re}. Simon Rollat

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