

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

KATHLEEN CARROLL-BYRNE, ASHER HODARA and
GEORGES LIBOY

PLAINTIFFS

– AND –

AIR CANADA, AIRBUS S.A.S., NAV CANADA, HALIFAX
INTERNATIONAL AIRPORT AUTHORITY, THE ATTORNEY
GENERAL OF CANADA representing His Majesty the King in
right of Canada, JOHN DOE #1 and JOHN DOE #2

DEFENDANTS

Proceeding under the *Class Proceeding Act*, S.N.S 2007, c. 28

SETTLEMENT AGREEMENT

Recitals

WHEREAS the Plaintiffs commenced this class action under the *Class Proceedings Act* on behalf of passengers on board Air Canada Flight AC624 for damages arising from the crash on March 28 and 29, 2015 (the “Action”);

AND WHEREAS by order of the Honourable Justice Denise Boudreau, dated December 14, 2016, the Supreme Court of Nova Scotia certified the Action as a class proceeding;

AND WHEREAS by order of the Honourable Justice Ann Smith, dated April 10, 2025, the Supreme Court of Nova Scotia amended the Order of Boudreau, J. to permit revision of the common issues relating to Airbus;

AND WHEREAS two passengers have opted out of the Action;

AND WHEREAS the Defendants deny all allegations asserted against them by the Plaintiffs in the Action;

AND WHEREAS Class Counsel have conducted extensive investigations with respect to damages and liability relating to all the Defendants in the Action;

AND WHEREAS the Plaintiffs and Defendants (collectively, the “Parties”) have conducted extensive settlement negotiations, at arms length, which resulted in a settlement agreement which settles all Released Claims by all Class Members;

AND WHEREAS the Minutes of Settlement agreed to by the Parties on December 2, 2025 document the essential terms of the settlement;

AND WHEREAS based on analysis of the facts and law applicable to the claims of the Class Members, and having regard to the burdens and expense in conducting litigation of the Action, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and that it is fair, reasonable and in the best interests of the Class Members;

AND WHEREAS the Plaintiffs, on their own behalf and in their capacity as Representative Plaintiffs, have entered into this Settlement Agreement with all named Defendants, subject to the approval of the Court; and

AND WHEREAS for the Settlement Agreement to be effective, it must be approved by the Court, pursuant to s. 38(1) of the *Class Proceedings Act*;

NOW THEREFORE for good and valuable consideration, the Parties agree to settle the issues in dispute in the Action on the following terms and conditions:

Definitions

1. The following terms used throughout this Settlement Agreement shall be defined as follows:

“**Action**” means the proceeding bearing Court File Hfx. No. 438657, Supreme Court of Nova Scotia.

“**Administration End Date**” means the date on which the period for the deposit of payments has expired.

“**Administration Expenses**” means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel, the Administrator or otherwise in relation to the approval, implementation, administration and operation of this Settlement Agreement, including without limitation the costs of Notice (including Phase I and Phase II Notice), but excluding the Class Counsel Fee and Class Counsel Disbursements.

“**Administrator**” means the law firm of CFM Lawyers LLP.

“**Approval Date**” means the date on which the Court issues the Settlement Approval Order.

“**Air Canada Defendants**” means the defendants Air Canada, John Doe #1 and John Doe #2.

“**Certification Order**” means the Order granted by Boudreau, J. dated December 14, 2016, certifying this Action as a class proceeding, as amended by the order of Smith J. dated April 10, 2025.

“**Class Counsel**” means members of the law firms of CFM Lawyers LLP, Wagners, and MacGillivray Injury and Insurance Law, who have conducted the Action.

“**Class Counsel Disbursements**” means all expenses, costs, taxes and other amounts incurred or payable by the Plaintiffs or Class Counsel between the date of commencement of work on the Action and the date of filing the motion records for the Settlement Approval Order and Fee Approval Order, as such payment is approved by the Court, excluding Administration Expenses.

“**Class Counsel Fee**” means the contingency fee payable by the Plaintiffs to Class Counsel for conducting this Action, as such payment is approved by the Court.

“**Class Member**” means a member of the Class as defined in the Certification Order, excluding those who have validly opted out of the Action.

“**Distribution Protocol**” means the protocol for distribution of payments to Class Members, substantially in the form attached hereto as Schedule “B”.

“**Effective Date**” means the day following the last day on which the Settlement Approval Order may be appealed; or the day following the date of a final determination of any appeal brought in relation to the Settlement Approval Order.

“**Fee Approval Order**” means the Order approving the Class Counsel Fee and Class Counsel Disbursements pursuant to Section 41 of the *Class Proceedings Act*, SNS 2007, c. 28.

“**Flight AC624**” means Air Canada Flight AC624, which crashed short of Runway 05 at the Halifax Stanfield International Airport on March 29, 2015.

“**Individual Compensation**” means the individual amount from the Net Settlement Funds that will be paid to Class Members in the Distribution Protocol.

“**Net Settlement Funds**” means the Settlement Amount, plus accrued interest, less:

- a) Class Counsel Fee, as approved by the Court;
- b) Class Counsel Disbursements, as approved by the Court;
- c) Administration Expenses, as approved by the Court; and
- d) The portion of the PHI Allocation actually paid to the Provincial Health Insurers in respect of PHI Subrogated Claims arising from the cost of insured services to Class Members related to the Action in accordance with this Agreement and the Distribution Protocol;
- e) Any amounts paid in respect of private subrogated claims arising from the cost of insured services to Class Members related to the Action; and
- f) Any other deductions approved by the Court.

“**Phase II Notice**” means the notice issued by the Administrator within thirty (30) days after the Effective Date advising Class Members of the approval of the Settlement Agreement and the Distribution Protocol.

“**Phase II Notice Plan**” means the plan according to which Class Counsel and the Administrator will disseminate the Phase II Notice, which is subject to the approval of the Court.

“**PHI Allocation**” means the portion of the Settlement Amount that may be applied to satisfy the PHI Subrogated Claims asserted by the Provincial Health Insurers up to a maximum amount of \$475,000. For greater certainty, this definition does not determine

any Provincial Health Insurer's statutory entitlement and only establishes the maximum amount payable from the Settlement Amount in respect of the PHI Subrogated Claims.

"PHI Release" means the release to be provided by a Provincial Health Insurer in favour of the Defendants in respect of its PHI Subrogated Claims, in a form satisfactory to the Defendants and the applicable Provincial Health Insurer.

"PHI Subrogated Claims" means the statutory rights of the Provincial Health Insurers to recover the costs of insured health or medical services, pursuant to the empowering legislation of each jurisdiction arising from or relating to this Action.

"Provincial Health Insurers" means any provincial or territorial ministry of health or equivalent in Canada, and/or provincial or territorial plan funding medical and health care services and costs in Canada.

"Released Claims" means all lawsuits, causes of action, and claims for damages or other liabilities that were claimed by the Plaintiffs in the Action on behalf of Class Members, or that reasonably could have been claimed by Class Members against the Defendants in relation to Flight AC624. Released Claims include interest, costs, legal fees, disbursements, and notice and administration expenses, but exclude PHI Subrogated Claims.

"Released Parties" means the Air Canada Defendants, Airbus S.A.S. ("Airbus"), Nav Canada, Halifax International Airport Authority ("HIAA"), and the Attorney General of Canada representing His Majesty the King in Right of Canada and their employees, directors, and insurers.

"Released Party" means any one of the Released Parties.

"Releasing Parties" means the Class Members and their respective executors, heirs, administrators, insurers, and anyone else whose right to claim derives from a Class Member, excluding the Provincial Health Insurers.

"Releasing Party" means any one of the Releasing Parties.

"Settlement Agreement" means this agreement as executed by the Parties or their representatives, including any schedules.

"Settlement Amount" means the sum of \$18,075,000.00 CAD, inclusive of all damages, PHI Subrogated Claims, private subrogated claims, disbursements, administration fees, honoraria, legal fees, costs, taxes and interest. For greater certainty, the PHI Allocation forms part of, and does not increase, the Settlement Amount.

“**Settlement Approval Order**” means the Order, *inter alia*, approving this Settlement Agreement pursuant to Section 38 of the *Class Proceedings Act*, SNS 2007, c 28, substantially in the form attached as Schedule “A”.

Settlement Amount

2. The Settlement Amount shall be paid on behalf of the Defendants as follows, in full satisfaction of the Released Claims against the Released Parties:

- (a) \$15,075,000.00 by the Air Canada Defendants;
- (b) \$2,000,000.00 by Nav Canada;
- (c) \$1,000,000.00 by HIAA.

3. The Settlement Amount shall be deposited on behalf of the Defendants with the Administrator in an interest-bearing trust account within 30 days of the Approval Date.

4. The Administrator undertakes to distribute payments to Class Members as set out under the Distribution Protocol and will not dispense any of the funds constituting the Settlement Amount until the Effective Date.

5. No portion of the Settlement Amount shall revert to the Defendants under any circumstances after the Settlement Approval Order becomes final.

6. In the event the Settlement Agreement is not approved or is terminated for any reason, the Defendants shall pay no portion of the Settlement Amount. This term survives the termination or non-approval of the Settlement Agreement.

7. The Administrator shall be solely responsible for all tax reporting and payment requirements arising from the investment of the Settlement Amount, including any obligation to report taxable income and make tax payments. All taxes payable on any interest, which accrues on any or all of the Settlement Amount, shall be the responsibility of the Administrator, and shall be paid out of the Settlement Amount as the Administrator sees fit.

8. The Administrator shall administer the PHI Allocation for the purpose of addressing PHI Subrogated Claims. No PHI Subrogated Claim shall be paid from the PHI Allocation unless and

until the Administrator receives a PHI Release from the applicable Provincial Health Insurer confirming that the payment constitutes full satisfaction of the PHI Subrogated Claim(s) asserted by that Provincial Health Insurer arising from or relating to the Action.

9. Any portion of the PHI Allocation remaining after all PHI Subrogated Claims that are asserted and resolved have been paid shall be returned to and form part of the Net Settlement Funds, to be distributed in accordance with the Distribution Protocol.

10. The Defendants shall have no obligation to pay any amount in addition to the Settlement Amount in connection with the Released Claims. Any payments in respect of PHI Subrogated Claims shall be made solely from the PHI Allocation.

11. The Administration Expenses shall be paid from the Settlement Amount. The Defendants shall have no liability or responsibility with respect to the costs of providing any notice to Class Members, or the distribution and administration of the Settlement Amount including, but not limited to, the costs and expenses of such distribution and administration.

Settlement Approval Hearing

12. The Parties shall appear before the Court to seek a Settlement Approval Order substantially in the form attached as Schedule "A".

Minor Settlements

13. The Settlement Approval Order will seek that it be binding upon each Class Member, including any Class Members who are minors or mentally incapable, and dispensing with the requirements of Rule 36.06 of the *Nova Scotia Civil Procedure Rules*.

Phase II Notice - Notice of Settlement Approval

14. Within thirty (30) days after the Effective Date, the Administrator shall issue the Phase II Notice advising Class Members of the approval of the Settlement Agreement and the Distribution Protocol. The Phase II Notice will be substantially in the form attached as Appendix "B" to the Settlement Approval Order. The Phase II Notice will be distributed in accordance with the Phase II Notice Plan attached as Appendix "C" to the Settlement Approval Order. The costs of preparing and issuing the Phase II Notice are Administration Expenses.

Class Counsel Fees and Disbursements

15. Class Counsel will seek the Fee Approval Order, approving the payment of the Class Counsel Fee and Class Counsel Disbursements by way of a separate motion for approval (“Fee Approval Motion”). The Fee Approval Motion will be heard after the Settlement Approval Motion.
16. After the Effective Date, the Court-approved Class Counsel Fee and Class Counsel Disbursements may be paid to Class Counsel from the Settlement Amount.
17. All Administration Expenses may be reimbursed from the Settlement Amount.
18. The Defendants shall take no position on the Fee Approval Motion.
19. Payment of the Settlement Amount shall not be contingent upon the Court’s approval of the quantum of the Class Counsel Fee and/or Class Counsel Disbursements.

Administrator and Distribution Protocol

20. The terms of the Distribution Protocol are attached as Schedule “B” to this Settlement Agreement.
21. The Defendants shall have no further responsibility for, or involvement in, the administration or distribution of the Settlement Amount, including the process for determining Class Member entitlements.

Release of the Released Parties

22. Upon the Effective Date, in consideration of the payment of the Settlement Amount in accordance with this Settlement Agreement, the adequacy of which is hereby acknowledged, the Releasing Parties shall be deemed to fully and finally release and forever discharge the Released Parties from the Released Claims.
23. The Released Parties do not admit any liability or obligation to the Releasing Parties other than as set out in this Settlement Agreement.
24. The Releasing Parties agree that this Settlement Agreement and any Settlement Approval Order made in respect of it shall be deemed to be a complete defence against any claim, demand,

complaint, or lawsuit made by the Releasing Parties against the Released Parties for the Released Claims.

25. On the Effective Date, and except as otherwise provided in this Settlement Agreement, the Action shall be dismissed against the Defendants without costs and with prejudice, and each Releasing Party shall be deemed to consent to the dismissal.

Entire Agreement

26. This Settlement Agreement, together with the recitals and the attached Schedules, constitutes the entire agreement between the Parties with respect to the settlement of the Action.

27. There are no warranties or representations between the Parties in connection with the subject matter of this Settlement Agreement except as documented in this agreement.

Effect of Non-Approval by the Court

28. In the event a Settlement Approval Order is not granted:

- (a) this Settlement Agreement shall be null and void and shall have no force or effect, and no party to this Settlement Agreement shall be bound by any of its terms, except the terms of this section and section 6;
- (b) this Settlement Agreement and all of its provisions and all negotiations, statements and proceedings relating to it shall be without prejudice to the rights of the Class Members and the Defendants, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement; and
- (c) this Settlement Agreement, and the fact of its negotiation and execution, shall not constitute an admission by the Defendants and shall not be used against the Defendants or referred to for any purpose in this or in any other proceeding.

Continuing Jurisdiction of the Court

29. The Court will retain jurisdiction over all matters relating to the Settlement Agreement and over the Parties including, but not limited to, all Class Members to ensure that all payments and

disbursements are properly made, and to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.

30. No person may bring any action or take any proceedings against the Administrator or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to this Settlement Agreement, including the administration of the settlement terms, except with leave of the Court.

31. The laws of the Province of Nova Scotia govern this Settlement Agreement.

Miscellaneous

32. The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to this Settlement Agreement.

33. The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

34. The provisions of this Settlement Agreement relating to timelines and the modes of participation of Class Members in the administration of the Settlement, including without limitation the Distribution Protocol, are subject to any amendments agreed to in writing by the Parties. Any such amendments shall not materially alter the Settlement Agreement. The Parties will notify the Court of any such amendments made after the Approval Date. The Court may direct whether a motion for approval of any such post-approval amendment is required.

35. Class Counsel and the Defendants may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement.

36. The Parties agree that this Settlement Agreement may be executed by their respective counsel.

37. The Parties further agree that this Settlement Agreement may be executed by email and in counterparts, each of which shall be deemed to be an original for all purposes and all executed counterparts taken together shall constitute the complete Settlement Agreement.

Computation of Time

38. In the computation of time of this Settlement Agreement, except where a contrary intention appears,


- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

Negotiated Settlement


39. This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

DATED this 20 day of February, 2026.

Representative Plaintiffs, by their counsel



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NAV CANADA by its counsel

Robert Bell
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DATED this _____ day of February, 2026.

Representative Plaintiffs, by their counsel

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SCHEDULE "A"

Hfx. No. 438657

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

KATHLEEN CARROLL-BYRNE, ASHER HODARA and
GEORGES LIBOY

PLAINTIFFS

– AND –

AIR CANADA, AIRBUS S.A.S., NAV CANADA, HALIFAX
INTERNATIONAL AIRPORT AUTHORITY, THE ATTORNEY
GENERAL OF CANADA representing His Majesty the King in
Right of Canada, JOHN DOE #1 and JOHN DOE #2

DEFENDANTS

Proceeding under the *Class Proceeding Act*, S.N.S 2007, C. 28

SETTLEMENT APPROVAL ORDER

BEFORE THE HONOURABLE JUSTICE ANN SMITH

THIS MOTION was made by the Plaintiffs, on consent of the Defendants, Air Canada, Airbus S.A.S., Nav Canada, Halifax International Airport Authority, the Attorney General of Canada, John Doe #1 and John Doe #2, for an Order: (i) approving the Settlement Agreement entered into by the parties attached hereto as Appendix "A" (the "Settlement Agreement", which includes the Schedules thereto); (ii) approving the notice of settlement approval attached hereto as Appendix "B" (the "Phase II Notice"), and the Phase II Notice Plan attached hereto as Appendix "C"; (iii) dismissing the Action without costs and with prejudice, effective on the Effective Date; and (iv) approving the payment of Representative Plaintiff hon, was heard June 22, 2026, at the Law Courts at 1815 Upper Water St, Halifax, Nova Scotia.

ON READING the materials filed, including the Settlement Agreement; and

ON HEARING counsel on behalf of the Plaintiffs and counsel on behalf of the Defendants;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The definitions set out in the Settlement Agreement will apply to and are incorporated into this Order.

Approval of Settlement Agreement

2. The Settlement Agreement is fair, reasonable and in the best interests of the Class Members.

3. The Settlement Agreement is hereby approved pursuant to Section 38 of the *Class Proceedings Act*, S.N.S 2007, C. 28 and shall be implemented in accordance with its terms.

4. The Settlement Agreement is incorporated by reference into and forms part of the Order and is binding upon the Defendants and the Class Members.

Approval of Phase II Notice and Phase II Notice Plan

5. The form and content of the Phase II Notice, attached hereto as Appendix “B”, is approved as it satisfies the requirements of sections 22 and 38 of the *Class Proceedings Act*;

6. The Phase II Notice Plan attached hereto as Appendix “C” is hereby approved and shall be implemented as set out in the Settlement Agreement.

Dismissal and Releases

7. On the Effective Date, each Class Member is deemed to consent to the terms of the Settlement Agreement and to the dismissal of this Action, without costs and with prejudice, of his, her or its claims against the Released Parties.

8. Except as provided in this Order or as may be required to enforce the Settlement Agreement, the Releasing Parties shall not institute, continue, maintain or assert, whether directly or indirectly, before the courts of any country, judicial body, government authority or any other entity anywhere in the world, on their own behalf or on behalf of any Releasing Party or any other person, any action, suit, cause of action, claim or demand against any Released Party or any other

person who has a right of contribution or indemnity from any Released Party in respect of any Released Claim.

9. This Order, including the Settlement Agreement, is binding upon each Class Member including those persons who are minors or mentally incapable, and the requirements of Rule 36.06 of the *Nova Scotia Civil Procedure Rules* are dispensed with.

10. On the Effective Date, the Releasing Parties are deemed to release and forever discharge the Released Parties from the Released Claims.

11. For greater certainty, nothing in this Order releases, compromises, or affects any PHI Subrogated Claims, which are expressly excluded from the Released Claims and may be resolved separately pursuant to the PHI Releases delivered in accordance with the Settlement Agreement.

Administration of the Settlement Agreement and Reporting

12. Except as expressly provided in this Order, the Settlement Agreement, or any further order of the Court, the Defendants shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Amount.

13. Within six (6) months after the Administration End Date, Class Counsel shall submit to the Court, via letter, a Final Claim Report prepared by Class Counsel that summarizes the notice and administration processes.

Continuing Jurisdiction of the Court

14. The Court shall retain jurisdiction over the Settlement Agreement, including its implementation and administration, and to interpret and enforce the terms, conditions and obligations of the Settlement Agreement.

15. Any one or more of the Parties may apply to the Court for directions in respect of implementation or administration of the Settlement Agreement.

16. The Parties may agree in writing to amend provisions of the Settlement Agreement relating to timelines and modes of participation of Class Members in the administration of the Settlement,

provided that any such amendments do not materially alter the Settlement Agreement, and further provided that the Parties notify the Court of any such amendments made after this Order has been issued. The Court may direct whether a motion to approve any such post-approval amendment is required.

Termination

17. This Order shall be declared null and void in the event that the Settlement Agreement is terminated in accordance with its terms.

Representative Plaintiff Honoraria

18. The Representative Plaintiffs, Kathleen Carroll-Byrne, Asher Hodara and Georges Liboy, shall each receive an honorarium in an amount approved by the Court, to be paid in accordance with the Settlement Agreement.

ISSUED _____

Prothonotary

SCHEDULE “B” – DISTRIBUTION PROTOCOL

A settlement agreement has been reached with all the Defendants in *Carroll-Byrne et al. v. Air Canada et al.*, Court File Hfx. No. 438657 (the “Settlement Agreement”).

The purpose of this distribution protocol (the “Protocol”) is to set out and detail the way the settlement funds will be administered and distributed to the Provincial Health Insurers and Class Members.

All definitions from the Settlement Agreement are adopted into this Protocol.

PHI SUBROGATED CLAIMS

1. The PHI Subrogated Claims will be administered by the Administrator from the PHI Allocation for the purpose of addressing PHI Subrogated Claims, in accordance with the Settlement Agreement and upon receipt of a PHI Release.
2. Payment of the PHI Subrogated Claims from the PHI Allocation is administered separately from the distribution of Individual Compensation to Class Members.
3. Any portion of the PHI Allocation remaining after all PHI Subrogated Claims that are asserted and resolved have been paid shall be returned to and form part of the Net Settlement Funds, to be distributed in accordance with the Settlement Agreement and this Protocol.

CLASS MEMBER COMPENSATION

4. Individual Compensation for Class Members has been determined based on the information and instructions provided to Class Counsel and the materials reasonably available to Class Counsel at the time the Class Member’s claim was valued for purposes of the settlement.
5. Prior to the distribution of Individual Compensation, Class Counsel will deliver to each Class Member a summary of their assessment for Individual Compensation as prepared by Class Counsel as well as a copy of this Protocol.

Identity of Class Members and Recipients of Payments

6. Before the Administrator will distribute Individual Compensation to a Class Member, the Class Member must prove their identity to the Administrator by providing a copy of their government issued photo identification, passport, or some other proof of their identity.
7. Where a Class Member is a minor at the time Individual Compensation is distributed, the Administrator shall distribute the Individual Compensation to the minor’s parent(s) or legal guardian(s), provided that the Administrator is satisfied, acting reasonably, as to the identity of the minor and the authority of the parent(s)/legal guardian(s) to receive payment on the minor’s behalf. The Administrator may require reasonable documentation of guardianship or parental authority.

Calculating Individual Compensation

8. Class Counsel have the sole discretion to determine the entitlement and the amount of Individual Compensation payable to each Class Member.

9. In determining entitlement and the amount of Individual Compensation, Class Counsel has carefully considered:

- (a) Information the Class Member has given Class Counsel;
- (b) The Class Member's medical and other relevant records;
- (c) Any other information that Class Counsel believes is reliable and helpful.

10. Individual Compensation is based on Class Counsel's assessment of the nature and strength of the Class Member's claims, including (as applicable) for loss of income and earning capacity (past and future), non-pecuniary damages, cost of care (past and future), pre-judgment interest, and out of pocket expenses.

No Review of Class Counsel's Decision

11. Class Counsel's determination of Class Members' entitlement and quantum of Individual Compensation is final. Class Members may not seek a review of the amount of their Individual Compensation to the Court.

Release for Class Counsel

12. Class Counsel are entitled to rely on the information and documentation Class Members and third parties have provided them. No claims, demands, actions, or causes of action arise from Class Counsel's determination of entitlement or quantum of Individual Compensation in the event that Class Members may discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true.

Payment of Individual Compensation

13. As soon as practicable after all claims are processed and any required verification steps are completed, Class Counsel will finalize the amount of Individual Compensation payable to each Class Member.

14. Individual Compensation will be paid by cheque. The Administrator may require the Class Member to provide updated contact information and/or banking information, as applicable, as a condition of payment.

15. Individual Compensation will be paid directly to the Class Member, unless the Class Member instructs otherwise in writing or payment is otherwise directed in this Protocol, including in respect of minors, deceased Class Members, or legally incapable Class Members.

Reissuance of Payment of Individual Compensation

16. The Administrator will have the discretion, but will not be required, to reissue payment(s) to Class Member(s) returned as undeliverable. Any costs associated with locating current address information for the Class Member may be deducted from that Class Member's Individual Compensation.

17. Cheques will be issued such that they are stale-dated six (6) months after issuance. Cheques that are not cashed and become stale-dated may be reissued at the Administrator's sole discretion based on the circumstances of the case and at the expense of the Class Member requesting the re-issuance.

Residual Funds

18. After completion of the distribution of the PHI Subrogated Claims and Individual Compensation in accordance with this Protocol, if there is any residual Settlement Amount after the payment of Class Counsel Fee, Class Counsel Disbursements and Administrative Expenses ("Residual Amount"):

- (a) Class Counsel may seek approval from the Court for reimbursement of Administration Expenses incurred after the issuance of the Fee Approval Order;
- (b) Class Counsel may do a second distribution to Class Members on a *pro rata* basis if, in the opinion of Class Counsel, it is economically feasible to do so; or
- (c) If, in the opinion of Class Counsel, a further distribution of the Residual Amount to Class Members is impossible or impracticable, Class Counsel may apply to the Court for directions and approval of a *cy-près* distribution (a "Cy-près Distribution") to one or more charitable or not-for-profit organizations whose mandate is reasonably connected to the interests of the Class and the objectives of the Action.

Supervisory Powers of the Court

19. The Administrator will administer this Protocol in accordance with the orders of the Court and under the ongoing authority and supervision of the Court.

20. Class Counsel can seek directions from the Court with respect to the distribution of the Net Settlement Funds to ensure a fair and cost-effective distribution of the Net Settlement Funds.