Form 39.08

2015

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 Proceedings Act*, S.N.S. 2007, c. 28

Affidavit of Kate Boyle
(Motion to Approve Settlement and Motion to Approve Fee and Disbursements)

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I, Kate Boyle, Solicitor for the Plaintiffs, of the City of Halifax, in the Province of Nova Scotia, hereby affirm and say:

1. I am a partner at the law firm of Wagners, in Halifax, Nova Scotia, which is one of the firms that represents the Plaintiffs in this matter as Class Counsel, along with CFM Lawyers LLP ("CFM") and MacGillivray Injury and Insurance Law ("MacGillivray Law").

2. Further to the Order of the Honourable Justice Ann Smith dated March 16, 2026, CFM was also provisionally appointed as the Administrator for the purpose of implementing the Phase I Notice Plan and, if the Settlement Agreement is approved, for implementing the Phase II Notice Plan and administering the Settlement Agreement.

3. I have personal knowledge of the matters I have affirmed in this affidavit, except where I state that facts are based on information from other sources.

4. Where I make statements that are not within my personal knowledge, I have stated the source of the information and believe that information to be true.

5. Where I use the terms "we" or "us" or "Class Counsel" or similar such terms in this affidavit, I am referring to the views of Class Counsel, collectively.

6. The Parties have reached a proposed Settlement Agreement (the "Settlement Agreement"). A copy of the Settlement Agreement is attached to the Draft Settlement Approval Order as Schedule "A".

7. Except where otherwise indicated or required by context, the capitalized terms that are not defined in this affidavit have the meanings given to them in the Settlement Agreement.

I. NATURE OF THIS ACTION

8. On March 29, 2015, Air Canada Flight 624 ("AC624") crashed while attempting to land at the Halifax Stanfield International Airport (the "Airport"). According to multiple sources, including the Transportation Safety Board of Canada ("TSB") and a passenger list provided by Air Canada, there were 133 passengers on board.

9. On April 28, 2015, the Plaintiffs commenced the Action as a proposed class proceeding in the Supreme Court of Nova Scotia against Air Canada, John Doe #1 and John Doe #2 (who are the pilots) (collectively, the "Air Canada Defendants"), Airbus S.A.S., Nav Canada, Halifax International Airport Authority, and the Attorney General of Canada (Transport Canada), for damages suffered by passengers as a result of the crash of AC624.

10. The Action was certified as a class proceeding on December 14, 2016, by the Honourable Justice Denise Boudreau. Two passengers opted out of the class by the deadline of March 24, 2017, so there are 131 Class Members.

11. The Claim makes allegations relating to, among other things, the operation of AC624, the design and performance of the aircraft and its systems, the adequacy of navigational aids and runway lighting at the Airport, weather and visibility information, and the emergency response following the crash. These allegations raised distinct factual and

legal issues against different Defendants and engaged both strict liability (against Air Canada) and fault-based liability (against all defendants, including Air Canada).

12. Some of the claims against Air Canada are governed by the *Convention for the Unification of Certain Rules for International Carriage by Air*, commonly known as the *Montreal Convention*, as enacted into law in Canada by the *Carriage by Air Act*, R.S.C. 1985, Chapter C-26 as amended ("*Montreal Convention*"). The *Montreal Convention* applies to claims made by passengers against an air carrier, in this case Air Canada, who were on international trips but does not apply to passengers on domestic trips.

13. Even though AC624 was from Toronto to Halifax, many passengers were international because this flight was just one leg of a longer trip. A passenger is subject to the *Montreal Convention* if their ticket included a departure or stopping point in a country other than Canada.

14. Based on information provided by Class Members and their tickets, there are 80 international Class Members ("Convention Class Members") and 51 domestic Class Members ("Non-Convention Class Members").

15. Under the *Montreal Convention*, an air carrier is strictly liable for "bodily injury" sustained by a Convention Class Member in an accident, up to a specified monetary limit. This monetary limit is specified in Special Drawing Rights ("SDRs"), a basket of currencies defined by the International Monetary Fund. In March 2015, the monetary limit was 100,000 SDRs. Using a conversion rate of 1.9617 provided by Google Finance on April 24, 2026, the monetary limit in effect at the time of the crash is equivalent to approximately $196,000 CAD today.

16. The carrier is not liable for damages to Convention Class Members above the specified limit if it can prove that the damage was not due to its negligence, or was solely due to the negligence of a third party. Normal negligence law applies to claims made by Non-Convention Class Members against Air Canada. As a result, Air Canada was subject to both strict and fault-based liability.

17. The claims against the other Defendants are not subject to the *Montreal Convention*. Normal negligence law applies to these claims.

II. KEY TERMS OF THE SETTLEMENT AGREEMENT AND SETTLEMENT METHODOLOGY

18. Under the Settlement Agreement, Air Canada, Nav Canada, and HIAA have agreed to pay CAD $18,075,000.00 as a full and final settlement of the Action against all Defendants. The Settlement Amount is inclusive of all damages, PHI Subrogated Claims, private subrogated claims, disbursements, administration fees and expenses,[1] honoraria, legal fees, costs, taxes and interest.

19. The proposed distribution of the Settlement Amount is as follows:

Settlement Amount	$18,075,000.00
PHI Allocation	$254,381.84[2]

[1] The Settlement Agreement stipulates that Administration Fees and Expenses will be paid out of the Settlement Amount, however CFM Lawyers (as Administrator) will not be charging a fee for claims administration. For more information on this, see section IX of this affidavit.

[2] This $254,381.84 figure includes the amount associated with Nova Scotia's last settlement offer in respect of one unresolved PHI claim that remains under discussion. The amounts referenced at paragraphs 110 and 111, below, exclude that unresolved claim and therefore presently total $244,385.39, including $242,467.11 for Nova Scotia's resolved PHI claims. The higher figure in this table therefore reflects a contingent upper-bound estimate pending final resolution of the remaining Nova Scotia PHI claim. Class Counsel will provide an

Private Health Insurance Subrogated Claims	$54,411.82
Class-wide Disbursements (inclusive of taxes)	$568,797.39
Individual Disbursements (inclusive of taxes)	$445,916.31
Legal Fee (inclusive of taxes)	$5,745,054.33
Individual Class Member Payments	$10,998,938.30
Representative Plaintiff Honoraria	$7,500.00

20. The Settlement Agreement defines "Class Members" by reference to the class definition approved in the Certification Order, namely, all passengers on board Flight 624 which crashed on landing at the Airport on March 29, 2015, excluding any on-duty members of the Flight Crew as well as those who have validly opted out of the Action.

21. Of the 133 passengers onboard, two have opted out of this Action. As a result, there are 131 individuals who fall within the definition of Class Members under the Settlement Agreement.

22. Class Counsel has been in contact with all but two Class Members. Class Counsel have been unable to locate and reach two Class Members, despite several attempts to reach them throughout the litigation. These two passengers have been assessed in the $10,000 Tier, described below.

update to the Court regarding the final Nova Scotia PHI amount and resulting global PHI allocation once discussions are concluded.

23. Over the last 11 years, Class Counsel has spent considerable time and resources speaking with Class Members and collecting, reviewing, and evaluating each Class Member's individual medical records (where applicable), employment files (where applicable), and public and private health insurance summaries (where applicable).

24. I am advised by Ms. Dayna MacGillivray, a paralegal at Wagners, that she has reviewed the entire file database, and that Class Counsel requested and disclosed over 892 medical records, subrogation files, or other material records, as well as updates to those files, for all Class Members with whom Class Counsel had contact, and for whom records existed. I am advised by Ms. MacGillivray that ultimately, records were obtained for at least 109 of the 131 Class Members, with the remaining Class Members either having no pertinent medical, employment or insurance records to request, or being among the two Class Members with whom Class Counsel was unable to establish contact.

25. Class Counsel prepared individualized settlement proposals for each Class Member. Each proposal reflected Class Counsel's assessment of that Class Member's non-pecuniary and pecuniary damages (as applicable), asserted subrogated claims, and individual disbursements incurred to advance that Class Member's claim (for example, the cost of medical and employment records, independent medical examinations ("IMEs"), and medico-legal reports, as applicable).

26. These individualized proposals were disclosed to Defence Counsel in batches between May 2018 and August 2021 and formed the basis for the damages negotiations that ultimately led to the Settlement Agreement.

27. Throughout this process and following the disclosure of individualized settlement proposals to Defence Counsel, Class Counsel continued to communicate with Class Members regarding their individual assessments and the status of negotiations, including to obtain updated information where appropriate.

28. Given the very high level of engagement with the Class throughout the litigation, and fact that Class Counsel has been in regular contact with 129 of 131 Class Members, Class Counsel anticipates a high level of participation in the settlement distribution process.

29. The process of considering each Class Members' individual losses through these individualized assessments revealed to Class Counsel a wide range of injuries including differences in terms of the following:

    (a) **type** (e.g., physical only, psychological only, or both physical and psychological, with each type either causally related or causally unrelated to the other),

    (b) **severity and duration** (e.g., requiring medical treatment or not, with symptoms and treatment completed or ongoing), and

    (c) **category** (e.g., non-pecuniary general damages, income loss in any form, loss of valuable services, costs of care and special damages).

30. Class Counsel is reasonably confident that each Class Member will receive approximately 89% of his or her recoverable damages out of the available fund after payment of his or her share of counsel fees and other expenses, if approved by this Court. The total value of Class Members' individual claims (net of PHI Subrogated Claims and

private subrogated claims, representative honoraria, as well as individual and Class-wide disbursements and contribution to legal fees) is $10,998,938.30.

A. Tiered Class Members

31. While negotiating the individualized settlement proposals described above, it became apparent that a portion of Class Members had similar experiences and circumstances and that their damages valuations fell within common ranges.

32. Those claims were therefore resolved within defined damages bands (the "Tiers"), representing identifiable damages amounts inclusive of all non-pecuniary and pecuniary damages.

33. Class Members whose damages valuations fell within one of these negotiated bands are referred to as "Tiered Class Members".

34. There are 72 Tiered Class Members. Of these 72 claims, 49 are Convention Class Members and 23 are Non-Convention Class Members.

35. Class Members were assessed as "**Tier 1 - $10,000**" if the following facts were provided:

(a) sustained modest physical and/or non-clinical psychological injuries of relatively short duration, in the sense they generally resolved within months, cause no significant persisting symptoms and are not lasting or ongoing (examples of such injuries include, but are not limited to bruising; headaches; minor sprains; body soreness, stiffness and discomfort; fear of flying; non-clinical psychological injury, including increased stress, flashbacks and nightmares); and

(b) sought limited or no medical treatment or have very limited or no evidence to substantiate the alleged harm caused by the crash; and

(c) there are no significant or substantiated ongoing treatment costs, income loss or earning capacity claims, or claims for loss of valuable services.

36. Class Members were assessed as "**Tier 2 - $20,000**" if the following facts were provided:

(a) sustained moderate physical and/or psychological injuries of moderate duration, in the sense they cause no significant persisting symptoms and are not lasting or ongoing (examples of such injuries include, but are not limited to significant bruising; minor whiplash-type injuries; mild concussion symptoms; sprains; body soreness, stiffness and discomfort that persisted beyond a few months; exacerbation of previous physical injuries where causation on a balance of probabilities is difficult to establish; fear of flying and alteration of flying patterns where frequent flying is required or impactful on lifestyle; situational-specific medication required for flying; psychological distress); and/or

(b) sought limited medical treatment or have limited evidence to substantiate the alleged harm caused by the crash; and

(c) there are no significant or substantiated ongoing treatment costs, income loss or earning capacity claims, or claims for loss of valuable services.

37. Class Members were assessed as "**Tier 3 - $30,000**" if the following facts were provided:

(a) sustained physical injuries and/or psychological injuries that are ongoing, but not totally disabling, debilitating in daily life or requiring ongoing treatment, other than limited therapeutic treatment and/or situational-specific medication required for flying (examples of such injuries include, but are not limited to whiplash-type injuries; mild concussion symptoms; sprains; exacerbation of previous physical injuries where causation on a balance of probabilities is difficult to establish; PTSD symptoms; fear of flying and alteration of flying patterns where frequent flying is required or impactful on lifestyle and/or requirement for situational-specific medication for flying); and

(b) sought medical treatment for crash-related injuries and thus have medical evidence to substantiate the alleged harm caused by the crash; and

(c) there are no significant ongoing treatment costs, associated significant income loss or earning capacity claims, or substantiated claims for loss of valuable services.

38. In arriving at the Tier valuations, Class Counsel took into account the following:

(a) The nature, duration, and impact of the injuries suffered by Tiered Class Members;

(b) the evidentiary record available to support those claims and the litigation risks associated with proving ongoing damages in the absence of contemporaneous medical or employment documentation;

(c) judicial guidance setting the range of non-pecuniary damages typically awarded by courts, especially in Nova Scotia, for comparable soft-tissue and psychological injuries that are ongoing but not disabling; and

(d) judicial guidance that both psychological and physical claims must meet a threshold to attract compensation, and that transitory symptoms without meaningful supporting evidence may attract only modest awards or no recovery.

39. The Tier valuations (as well as the Non-Tier valuations, described below) took into account the $5,000 advance payment previously made by Air Canada to Class Members, which formed part of the overall damages recovered as a result of the crash.

40. For this subset of claims in the Tiers, the negotiated resolution was specifically intended to preserve a predictable net recovery for Tiered Class Members. Accordingly, subrogated claims and individual disbursements will not be deducted from the Tier amounts, which were negotiated on the basis that such Class Members would receive a final compensation amount approximating $10,000, $20,000, or $30,000, as applicable, subject only to modest, pro rata adjustments to reflect their contribution to Court-approved legal fees and Class-wide disbursements, as described later in this affidavit.

B. Non-Tiered Class Members

41. While negotiating the individualized settlement proposals described above with counsel for the Defendants, it also became apparent that some claims could not be resolved within one of the negotiated Tier levels. These claims involved circumstances such as ongoing physical and/or psychological injuries, continued treatment or care requirements, claims

for past or future income loss or diminished earning capacity, along with more substantial public and private subrogated claims.

42. For this subset of claims, the negotiated valuations reflected individualized damages assessments that fell outside the negotiated Tier levels. The range is extensive, given the varying degrees and types of damages.

43. Upon distribution of the Settlement, the net amounts payable to Non-Tiered Class Members will be determined after resolving applicable subrogated claims and individual disbursements incurred to advance the particular Class Member's claim, such as costs associated with obtaining medical records, employment records, and undergoing IMEs. Each Non-Tiered Class Member's net recovery will therefore reflect those individualized deductions and will also be subject to a modest, pro rata adjustment to reflect the Class Member's contribution to Court-approved legal fees and Class-wide disbursements, as described below.

44. There are 36 Convention Class Members with "Non-Tier" claims, and 23 Non-Convention Class Members with "Non-Tier" claims, for a total of 59 non-tier claims.

C. The Distribution Protocol

45. The Distribution Protocol, at Schedule "B" to the Settlement Agreement, sets out how compensation will be distributed to Class Members.

46. Unlike many class proceedings, this Settlement does not rely on a post-approval claims process requiring Class Members to submit claim forms, gather records, or establish entitlement to compensation. The individualized damages valuations for each Class

Member described above allow Individual Compensation to be determined in advance of settlement approval and permit distribution to proceed in a streamlined and time-efficient manner once the Settlement takes effect.

47. The Distribution Protocol provides for the separate administration and payment of PHI Subrogated Claims and releases. It sets out straightforward identity verification steps for Class Members and permits the distribution of Individual Compensation in an efficient manner once Court approval is obtained.

48. As entitlement and quantum have already been assessed, the role of the Administrator involves administering payment in accordance with the Settlement Agreement and not assessing claims anew.

49. To the knowledge of Class Counsel, there is presently one Class Member who remains a minor. That minor was travelling with both parents, who are also Class Members in this Action. Where a Class Member is a minor at the time Individual Compensation is distributed, payment will be made to the minor's parent or legal guardian in accordance with the Distribution Protocol, provided that the Administrator is satisfied as to the identity of the minor and the authority of the parent or legal guardian to receive payment on the minor's behalf.

50. There is no internal appeal or review mechanism for the valuation of Individual Compensation in the Distribution Protocol. This approach was adopted having regard to the individualized manner in which the Settlement was negotiated.

51. During the negotiation process described below at Section XI.B, agreement was reached with counsel for Air Canada and Nav Canada on the individual valuation of 104 of the 131 Class Members' claims (i.e. 79.4%). Despite good-faith efforts to resolve all claims through negotiation, agreement could not be reached for 27 Class Members.

52. Class Counsel independently assessed and arrived at reasoned and informed valuations for the unresolved claims based on the evidentiary record of those claims, valuation principles applied throughout the Action, knowledge of the ranges within which other Class Members' claims had resolved through negotiation, and relevant judicial guidance on damages. The valuations applicable to those 27 Class Members therefore reflect the amounts Class Counsel assessed as representing a reasonable recovery.

53. In determining that Individual Compensation should be finalized and distributed soon after Settlement Approval, and without an appeal or review mechanism, Class Counsel considered the following factors:

(a) that the Action was commenced more than 11 years ago, and that certainty, finality, and closure for Class Members were important considerations in structuring a fair and workable settlement;

(b) that introducing an appeal or review process would necessarily delay the distribution of compensation to all Class Members, as no payments could reasonably be made until any such process was completed;

(c) that Class Counsel had already engaged in extensive, individualized negotiations and assessments for every Class Member, and there was no reason to expect that

a third-party adjudicator would have had a better or more informed basis to assess damages than counsel who had assessed and negotiated each claim;

(d) that the introduction of an appeal mechanism would materially increase administrative complexity, cost, and delay, to the detriment of the Class as a whole;

(e) that permitting reassessment of individual valuations carried a real risk of inconsistency and unfairness, particularly in the context of a fixed global settlement fund, as increased compensation awarded to one Class Member would necessarily reduce the amounts available for others; and

(f) that these risks and consequences outweighed any potential benefit of an appeal or review process.

54. I am informed by Mr. Jamie Thornback, partner at CFM Lawyers, that the distribution protocols in the cases of *Abdulrahim v. Air France* and *Somwar v. Fly Jamaica* did include review mechanisms should class members wish to challenge their individualized valuation as assessed by class counsel. However, I am informed by Mr. Thornback that no class members asked for a review of their individualized valuations in either case.

55. For the above reasons, Class Counsel recommends the Distribution Protocol in its current form, as a fair and reasonable manner to distribute Individual Compensation.

III. COMPARING THE SETTLEMENT WITH ONGOING LITIGATION

56. While Class Counsel maintains that this Action is meritorious and ought to succeed at trial, there is significant risk associated with pursuing continued litigation. It is not clear that a better result would be obtained at trial.

57. The below assessment comparing the Settlement with the risks of continuing the Action to trial is informed by the pleadings, the positions taken by the parties over the course of the litigation, and the evidence that was expected to be led at trial, including the expert opinions that were prepared and exchanged in anticipation of the common-issues liability trial.

A. Liability Risks Relating to the Defendants

(i) Liability of Air Canada

58. Liability against Air Canada was different for the two categories of Class Members described earlier: the "Convention" and "Non-Convention" Class Members.

59. For the Convention Class Members, the *Montreal Convention* applies to their claims against Air Canada. For Non-Convention Class Members, their claims are governed by the common law of negligence.

60. The Plaintiffs' position at trial would have been that Air Canada's negligence caused or contributed to the injuries of both Convention and Non-Convention Class Members because, as the air carrier responsible for the operation of AC624, it did not have adequate procedures in place.

61. The Plaintiffs would also have pointed to the decisions made by the flight crew that fell below a reasonable standard of care.

62. Class Counsel are confident that Air Canada would have been found at fault, and therefore liable for damages to both Convention and Non-Convention Class Members, without any monetary limit.

63. The main risk that existed for the Convention Class Members rested with the definition of "bodily injury" under Article 17 of the *Montreal Convention*.

64. "Bodily injury", as used in the *Montreal Convention*, has commonly been interpreted around the world to exclude psychological injuries that are not caused by physical injuries. There have been some international decisions that go against this trend. In *Doe v. Etihad Airways*, the U.S. 6th Circuit Court of Appeals held that, so long as a passenger suffered some physical injury, they could recover for psychological injury that was not causally connected to the physical injury. In *BT v Laudamotion GmbH* (C-111/21), the European Court of Justice held that a passenger could recover for psychological injury, so long as it was severe enough to require medical treatment, even in the absence of physical injury. However, no Canadian court has accepted either of these decisions to date. Canadian courts, including the Quebec Court of Appeal, have followed other decisions which hold that psychological injury is not compensable unless it is related to physical injury.

65. One of the common issues that was to be determined at the trial was whether the following were compensable under the *Montreal Convention*:

(a) Psychological conditions that are unaccompanied by any other form of bodily injury due to physical trauma;

(b) Psychological conditions that are accompanied by another form of bodily injury due to physical trauma; or

(c) Psychological conditions that result from bodily injury sustained in the accident.

66. If the answers to (a) and (b) were no, then any Convention Passenger with psychological injuries that were not caused by physical injuries could not recover damages from Air Canada. The only other way these Convention Class Members could recover these damages is if the Class established fault against one of the other Defendants.

(ii) Liability of Airbus

67. Airbus was the designer and manufacturer of the Aircraft. It also provided manuals with procedures to guide operators in the use of the Aircraft. At trial, the Plaintiffs would have argued that Airbus is at fault both for defective design and for failing to assist Air Canada in developing procedures to mitigate the risks created by the design deficiencies. The Class alleged two major deficiencies:

(a) Airbus did not include a feature in the Aircraft's flight computers that provides managed vertical guidance for the type of approach the Aircraft was flying during the accident. It did provide managed vertical guidance for different types of approach.

(b) Airbus did not include a feature in the Aircraft's flight computer to automatically correct altitude errors that occur when flying in cold

temperatures. Without this feature, the pilots had to manually correct for inaccurate altitude readings that were displayed during the approach. This increased pilot workload and made it more difficult to judge whether the Aircraft was on the correct approach path.

68. At the common issues liability trial, Class Counsel anticipates that Airbus would have argued that the crash was primarily or exclusively a result of pilot error and Air Canada not following procedures recommended by Airbus. It was uncontested that Air Canada did not follow an Airbus procedure that required the pilots to cross-check aircraft altitude and distance from the runway against a table on the approach chart.

69. There were significant risks that the Class would not have been successful against Airbus at trial. The risks related to standard of care and causation.

70. On standard of care, Class Counsel anticipates that Airbus would have argued that its design complied with all regulatory standards, and there was no accepted industry standard that required the inclusion of managed vertical guidance or cold temperature correction in the flight computers. The Class had evidence of cold temperature correction in small aircraft before the accident, and of managed vertical guidance and temperature correction in transport category aircraft after the accident. In the opinion of Class Counsel, there was a real possibility that the Court would not have found Airbus' design to be unreasonable.

71. If the Court accepted that Airbus breached the applicable standard of care, Class Counsel anticipates that establishing causation would have been complicated. In order to succeed, the Court would have had to accept that managed vertical guidance would have worked

well enough to keep the Aircraft on the correct flight path. In addition, Class Counsel assessed that automatic temperature correction, on its own, likely would not have changed the outcome of the flight unless Air Canada was following Airbus' recommended cross-check procedure. The Court would therefore have had to be persuaded that Air Canada would, in practice, have used a cross-checking procedure if temperature correction was performed automatically.

(iii) Liability of Nav Canada

72. Nav Canada is the company that provided air traffic services at the Airport. This included providing weather information to the flight crew and operating the brightness of approach and runway lights. At trial, the Plaintiffs would have argued that Nav Canada is at fault for providing inaccurate visibility information and for leaving the approach lights at a lower intensity setting than requested by the flight crew.

73. Nav Canada also played a role in decisions relating to ground-based navigation aids at the Airport. On this basis, the Plaintiffs would have argued that Nav Canada shared fault with HIAA and Transport Canada in this respect.

74. Similar to Airbus, at the common issues liability trial, Class Counsel anticipates that Nav Canada would have argued that the crash resulted from pilot error and that liability rests with Air Canada alone. Nav Canada also indicated it would have argued that the intensity of the runway lighting was not a factor in the pilots' decision-making.

75. Class Counsel assessed that proving that the actual visibility conditions at the time of the accident was different from what Nav Canada reported would have been difficult. The Plaintiffs could not obtain an expert opinion establishing the actual visibility at the time

of the crash. As a result, the Class would have had to establish that the weather observer (an employee of Nav Canada) did not perform the task properly through cross-examination and testimony from a retired weather observer about the normal procedures at the Airport.

76. Class Counsel also assessed that it would have been difficult to establish that the outcome of the flight would have been different if the runway lights were at the highest setting, as requested by the flight crew. There were competing expert opinions about the difference brighter lights may have made. In the opinion of Class Counsel, none of the expert evidence was conclusive. It was therefore a real possibility that a judge would have determined that brighter lights would not have affected the outcome.

(iv) Liability of HIAA

77. Since 2000, HIAA is the corporation responsible for the management, operation, and development of the Airport. At the liability trial, the Plaintiffs would have argued that HIAA is at fault for not installing an instrument landing system ("ILS") to permit precision approaches to the runway. The Plaintiffs also would have argued that HIAA is at fault for the inadequate emergency response to the crash and for failing to maintain a reliable electrical system due to negligence in backup generator maintenance and testing.

78. HIAA, Nav Canada, and Transport Canada were all involved in decisions related to the installation of ILS on runways. They engaged in multiple feasibility studies over the years that considered whether an ILS should be installed for the accident runway. In Class Counsel's assessment, the plaintiffs had a very strong case that the runway would have been safer, and the crash would not have occurred, if an ILS had been installed on

the runway. However, there was a real risk that the Court would not accept that failure to install an ILS was a breach of the standard of care. The approach flown at the time of the crash was a non-precision approach, meaning an approach that relies on ground-based navigation aids and pilot monitoring rather than continuous vertical guidance from an ILS. Non-precision approaches are considered acceptable within the aviation industry. There are many factors that go into determining whether an ILS should be installed. Reviewing all of the factors that the Defendants considered in relation to the Airport, there was a meaningful risk that the Court would have found that the Defendants' decision not to install an ILS on that runway met the applicable standard of care.

79. At trial, Class Counsel anticipates that HIAA would have argued that any theory of liability based on emergency response delays would likely fail on causation, as the Plaintiffs must prove, on a balance of probabilities, that "but for" the alleged negligence of HIAA, they would not have suffered the injuries claimed. HIAA would have suggested that the accident timeline indicates minimal delay in emergency response, and that the Plaintiffs must establish a substantial connection between any alleged delay and injury, on the basis that ordinary psychological upsets and anxieties are not compensable at law. Class Counsel anticipates that HIAA further would have argued that the generator failure and power outage did not materially impact the emergency response.

(v) Liability of Transport Canada

80. Transport Canada is the owner and an occupier of the Airport, represented in this action by the Attorney General of Canada. In her certification decision, Justice Boudreau refused to certify claims against Transport Canada based on regulatory negligence, thereby limiting the Plaintiffs to statutory occupiers' liability claims.

81. At trial the Plaintiffs would have argued that Transport Canada is responsible – both as the former operator of the Airport until 2000, and as the lessor to HIAA since then – for the failure to install an ILS on the accident runway.

82. Class Counsel anticipates that Transport Canada would have argued that it could not be liable to Class Members given that responsibility for airport operations, maintenance, and safety was transferred to HIAA 15 years prior to the crash. Because of this, Class Counsel anticipates that Transport Canada would have argued that at the time of the crash it was not considered an "occupier" under Nova Scotia's *Occupiers' Liability Act*, as it lacked physical possession, responsibility, or control over Airport conditions and activities.

83. The risk assessment for the case against Transport Canada is similar to the risk assessment against HIAA for failing to install an ILS. However, in Class Counsel's assessment, the risk that Transport Canada would not have been held responsible was somewhat higher than HIAA. As a result of the lease, the Court may have accepted that Transport Canada did not have enough control to be at fault for the failure to install an ILS.

B. Litigation Risk Relating to Psychological Injuries of Convention Class Members

84. In assessing the risks of continued litigation as against each Defendant, Class Counsel gave specific consideration to the treatment of psychological injuries suffered by Convention Class Members under the *Montreal Convention*. As explained, recovery by Convention Class Members for psychological injuries would have depended on how the Court answered the common issues at the trial relating to the meaning of "bodily injury"

under Article 17 of the *Montreal Convention*, and in particular whether psychological injuries could be recovered where they were not causally related to a physical injury.

85. Based on the prevailing state of Canadian law during the relevant period, Class Counsel assessed that it was likely that psychological injury would only be compensable under the *Montreal Convention* where it was causally connected to bodily injury. For Convention Class Members whose injuries were primarily psychological, and not causally linked to physical injury, there was therefore a real litigation risk that recovery against Air Canada could be restricted to physical injuries and damages flowing from them or denied altogether at the individual issues stage if liability were established only against Air Canada.

86. If liability were established only against Air Canada, and not against one or more of the other Defendants, there was a real risk that Convention Class Members whose injuries were primarily psychological, and not causally linked to a physical injury, would not recover damages for their psychological injuries at the individual issues stage, following the trial.

87. For these reasons, Class Counsel undertook a detailed and individualized assessment of the psychological impact and emotional suffering experienced by each Convention Class Member in the crash. This involved review of notes and records identifying the Class Member's reported and recorded symptoms, the duration of emotional distress, and the effects of these on each Convention Class Member's well-being and daily functioning.

88. Based on this comprehensive and individual assessment, a specific monetary value was assigned to the general damages portion of each claim for mental anguish, emotional trauma, and any ongoing psychological harm for Convention Class Members.

89. Class Counsel assumed that general damages for psychological harm in Nova Scotia could fall between $10,000 and $100,000, based on review of applicable case law. Class Counsel assessed that none of the Convention Class Members fell within the highest category of psychological harm, such as injuries arising from catastrophic or fatal events, and that all assessed values for pure psychological harm fell below that upper range.

90. To promote consistency and fairness, Class Counsel adopted a "band" approach, grouping claims with similar characteristics and impacts into defined ranges. Although an individual assessment was still done in each case, objective patterns of similarity emerged, allowing banded ranges to be applied fairly across similarly situated Convention Class Members.

91. In the end, the following structure was used for non-pecuniary damages when valuing psychological injuries:

    (a) **Lower-range Compensation**: Demonstration of the least severe psychological harm, such as the emotional effects experienced from being in the crash but suffered for less than six months, was valued at **up to $10,000**. These injuries ranged from non-clinical psychological injuries of relatively short duration to diagnosed psychological injuries that were not disabling, debilitating in daily life or requiring ongoing treatment, including treatment that was of short duration and/or the passenger now requires situational medication for fear of flying.

(b) **Mid-range Compensation**: Psychological harm that was demonstrated as more severe, lasted for more than six months, and where there were clear records corroborating the harm, was valued **up to $40,000**.

(c) **Upper-range Compensation**: Class Counsel only assigned **up to $75,000**, the highest general damages valuation attributable to psychological harm, in cases with psychological injuries that were disabling or debilitating in daily life, lasted for a year or more, were clearly documented by medical records and/or medical opinions, and the passenger underwent treatment for a considerable period.

92. For the purposes of the JSC, Class Counsel estimated the aggregate total of psychological damages[3] for Convention Class Members at approximately $2.665 million.

93. This analysis served two related functions in comparing the Settlement with ongoing litigation. First, it allowed Class Counsel to understand, with precision, the potential impact on Convention Class Members if psychological damages were not recoverable against Air Canada. Second, it clarified the extent of damages exposure facing the other (non-Convention) Defendants, who would not have benefited from the limitations imposed by the *Montreal Convention*. Even a modest allocation of fault to those Defendants at trial could have exposed them to the full scope of psychological damages suffered by Convention Class Members.

94. Ultimately, while this work was critical to assessing litigation risk and informing settlement discussions, the Settlement resolves these uncertainties. Under the Settlement

[3] Defined as psychological only or psychological part of hybrid without causal connection.

Agreement, Convention Class Members are compensated for their physical and psychological injuries without reduction based on the legal uncertainties described above. In Class Counsel's assessment, this outcome compares favourably to the risks and contingencies that Convention Class Members would have faced had the Action proceeded through trial and individual damages determinations.

C. Advantages of Settlement Over Trial

95. Class Counsel has concluded that the Settlement is a fair and reasonable compromise of the claims asserted on behalf of the Class, having regard to the risks, costs and delays associated with proceeding through a common issues liability trial, followed by likely appeals, and then individual damages assessments at the individual issues stage.

96. The Action was proceeding toward a lengthy, 45-day common-issues liability trial. If successful, this was likely to be followed by appeals, and subsequently, if successful, individualized damages assessments for each Class Member. Continued litigation would therefore have involved further substantial delay, additional expense, and the uncertainty inherent in trial and any subsequent appeals, and in the outcome of individual damages assessments.

97. The Settlement provides certainty and finality for Class Members by resolving all claims, without exposing Class Members to the risk that liability against certain Defendants might not be established at trial, that recovery might be delayed for several more years, or that individual damages claims might ultimately be reduced or denied at the individual issues stage, following trial or appeal.

98. This Settlement also delivers a practical and immediate benefit to Class Members because most of the work that typically occurs after settlement approval has already been completed. As a result of the upfront work of preparing and negotiating damages valuations for each individual Class Member, the amounts payable to Class Members are already known. Class Members are therefore not required to submit claim forms or supporting medical documentation following approval of the Settlement to establish their entitlement to compensation. Payment may thus proceed promptly following approval of the Settlement, delivering real and certain compensation to Class Members, rather than at an indeterminate time, and in an indeterminate amount, following further trial proceedings and appeals.

99. This extensive individualized work also gives Class Counsel a high degree of confidence that the Settlement falls within a reasonable range of outcomes for the Class.

100. In many class actions, Class Counsel (and the Court) must assess the reasonableness of a settlement without having meaningful information about, or contact with, a large portion of the class, and without as accurate a view of the likely aggregate value of individual claims. In this Action, Class Counsel had a concrete and informed understanding of the range and distribution of damages across the Class, which in turn supports that the Settlement represents a fair and reasonable resolution for Class Members as a whole.

101. Prior to reaching the Settlement, Class Counsel also considered the possibility of settling with one or some of the Defendants and continuing to trial against the remaining Defendants. Class Counsel engaged in some discussions with some Defendants about

this possibility but did not receive any offers that would put the Class in a better position, in terms of overall recovery, risk, or timing, than the settlement that was ultimately reached with all Defendants.

102. The Settlement offer was presented and ultimately reached as a global resolution of the Action on behalf of all Defendants.

103. In assessing whether acceptance of the global Settlement was in the best interests of the Class, Class Counsel also considered whether it would be possible to enter a *Pierringer* agreement or other such partial settlement structure with Air Canada and some of the other Defendants, while continuing to trial against the remaining Defendants. In Class Counsel's opinion, partial settlement involving Air Canada would have created a real risk that the Class would have been worse off than the global Settlement that was ultimately achieved. Class Counsel anticipated that most of the fault would likely be allocated to Air Canada at trial. Proceeding to trial after settling with that Defendant would therefore have materially altered the litigation risk faced by the Class.

104. Proceeding to trial solely against the remaining Defendants following a partial settlement would have required the Class to establish both liability and fault allocation against those Defendants. Given the legal and evidentiary uncertainties associated with the claims against some of the Defendants described above, there was a real possibility that the remaining Defendants could have persuaded the Court that Air Canada bore all, or substantially all, responsibility for the crash. In that event, the Class could have been wholly unsuccessful at trial against the remaining Defendants, exposing the Class to further delay, adverse cost consequences, and the risk of an overall recovery materially

worse than under the global Settlement. In these circumstances, Class Counsel concluded that resolving the Action on a comprehensive basis against all Defendants provided a more certain and favourable outcome for the Class.

105. In light of the foregoing considerations and assessing the risks against the benefits, Class Counsel endorses the Settlement as set out in the Settlement Agreement. Based on our collective experience prosecuting complex personal injury class actions and similar litigation, and informed by existing Canadian class actions and aviation liability jurisprudence, Class Counsel is of the view that the Settlement achieves a fair balance between the risks of continued litigation and the benefits of immediate, certain, and individualized recovery for the Class.

IV. PHI INSURANCE CLAIMS

106. There are six provinces with public health insurance subrogated claims ("PHI Subrogated Claims") asserted in connection with the Action.

107. In the course of gathering information and documentation from Class Members to prepare and disclose individualized damages proposals, Class Counsel has been in ongoing communication with the relevant Provincial Health Insurers ("PHIs"). PHIs have provided Class Counsel with updated public health insurance subrogated claim summaries for Class Members.

108. Class Counsel also communicated directly with Class Members regarding the treatments and costs reflected in their PHI subrogated claim summaries, including to identify which treatments and expenses were related to the crash and therefore potentially subject to subrogation.

109. In early 2026, Class Counsel commenced negotiations with the Provincial Health Insurers, as well as with relevant private health insurers, to resolve the PHI and private subrogated claims associated with individual Class Members' recoveries. These negotiations involved multiple exchanges and review of claim summaries on a Class Member-by-Class Member basis.

110. I am advised by Ms. Brenna Krause, lawyer at CFM Lawyers, that five of the PHIs have agreed to receive the following amounts from the Settlement Amount to satisfy their respective PHI Subrogated Claims:

(a) British Columbia: $5.35

(b) Alberta: $654.95

(c) Ontario: $546.43

(d) New Brunswick: $603.91

(e) Prince Edward Island: $107.64

111. I am further advised by Ms. Krause that Class Counsel remains in discussions with Nova Scotia to resolve the PHI claim related to one final passenger. The total for Nova Scotia's PHI claims without the unresolved claim is $242,467.11. Once this final claim is resolved, Class Counsel will provide an update to the Court with Nova Scotia's final PHI amount, and well as the global PHI allocation.

112. Under the Settlement Agreement:

(a) The PHI Allocation represents the portion of the Settlement Amount that may be applied to satisfy PHI subrogated claims, up to a maximum amount of $475,000.

(b) The Administrator is responsible for administering the PHI Allocation for this purpose.

(c) PHI Subrogated Claims are expressly excluded from the Released Claims under the Settlement Agreement and the Settlement Approval Order. Rather, no PHI Subrogated Claim will be paid from the PHI Allocation unless and until the Administrator receives a release from the applicable PHI confirming that the payment constitutes full satisfaction of the PHI Subrogated Claim(s) asserted by that PHI in relation to the Action.

113. Class Counsel will not charge any legal fee on amounts paid from the PHI Allocation.

V. CLASS COUNSEL ENGAGEMENT WITH THE CLASS

114. Since the Action began, Class Counsel has regularly communicated updates to Class Members through a variety of methods, including by written updates, phone calls, and in-person town hall sessions. These communications have occurred at certain milestones – such as the commencement of the Action, certification of the Action, outcomes of the CVR Production Motion described below, the scheduling of the trial, and the proposed settlement of the Action – but also on a more periodic basis, to inform Class Members that Class Counsel continue to advance the Action.

115. To date, Class Counsel have provided approximately 23 written updates to Class Members.

116. With respect to in-person meetings, shortly after the Action was commenced, Class Counsel held an information session in Halifax.

117. During the negotiation of individual damages valuations, Class Counsel engaged in ongoing direct communication with Class Members, including email correspondence and telephone discussions conducted on an as-needed basis, which varied depending on the complexity and circumstances of each individual claim.

118. In addition to the above, Class Counsel maintained more frequent and detailed communication with the three Representative Plaintiffs throughout the Action. This included written updates and telephone discussions regarding the progress of the litigation, and settlement efforts.

119. In March and April of 2026, Class Counsel provided individualized letters to all Class Members setting out their anticipated net recovery amounts (the "Estimated Valuation").

120. These letters were prepared on an individualized basis and explained, in plain language, how the Estimated Valuation was calculated, including the effect of legal fees, applicable disbursements, subrogated provincial and private health insurance claims, and the prior $5,000 advance payment made by Air Canada.

121. The Estimated Valuation letters also explained the contingent nature of the Estimated Valuation, including that final amounts could not be confirmed until the Court approved the Settlement Agreement, the Distribution Protocol, the Class Counsel Fee and disbursements, and all subrogation claims were resolved. Class Members were advised

that the Estimated Valuation was provided to assist them in understanding the practical impact of the proposed Settlement on their individual claim.

122. These individualized communications were provided in addition to the Phase I Notice, and before the Settlement Approval Hearing. As a result, Class Members were able to consider the proposed Settlement with concrete, individualized information about their likely net recovery. In Class Counsel's experience, this level of individualized disclosure and information is uncommon in class proceedings and was intended to ensure that Class Members were meaningfully informed when considering the proposed Settlement and their rights in relation to it.

VI. PHASE I NOTICE

123. The Phase I Notice and Phase I Notice Plan were approved by this Court by way of the Phase I Notice Approval Order issued on March 16, 2026. The Phase I Notice Approval Order is attached to my Affidavit as **Exhibit "A"**.

124. I am informed by Chya Mogerman, lawyer at CFM Lawyers, and verily believe that CFM Lawyers, as the Settlement Administrator, followed the procedures set out in the Phase I Notice Plan and the Distribution Protocol to distribute the Phase I Notice to Class Members.

125. I am informed by Chya Mogerman and verily believe that on March 23, 2026, the Administrator (CFM Lawyers) implemented the Phase I Notice Plan in accordance with the Phase I Notice Approval Order, including sending direct notice to Class Members using contact information maintained by Class Counsel. A total of 126 Notices were sent via email ("Email Notices") and 106 by postal mail ("Mail Notices").

126. I am advised by Ms. Linnae Roach, a paralegal at CFM Lawyers, and verily believe that some Class Members share or use the same email address and/or mailing address. Except in one circumstance where two class members who share the same email received a single Emailed Notice, in all other situations two copies of the Notice were sent to that email address and/or mailing address.

127. I am informed by Chya Mogerman and verily believe that of the 126 Email Notices, 124 were successfully delivered representing an approximately 98% deliverability rate for the email campaign.

128. I am informed by Chya Mogerman and verily believe that throughout the distribution process, CFM Lawyers ensured that all reasonable steps were taken to maximize the reach of the Notice and to address any issues with undeliverable notices.

129. I am informed by Chya Mogerman and verily believe that CFM Lawyers received two returned Email Notices. CFM Lawyers followed up with these individuals and obtained their new/corrected email addresses and re-sent the Email Notice. Returned Email Notices were re-sent to the new/corrected email addresses within 24 hours of receiving the new email address.

130. I am informed by Chya Mogerman and verily believe that Mail Notices were sent to all Class Members who provided Class Counsel with a mailing address. If a Mail Notice was returned as undeliverable, CFM Lawyers emailed the Class Member within 24 hours to obtain a new/corrected address. Mail Notice was then re-sent within 24 hours of obtaining a response from the Class Member advising of a new/corrected address.

131. I am informed by Chya Mogerman and verily believe that CFM Lawyers received six returned Mail Notices. CFM Lawyers followed up with these individuals by email or telephone to obtain updated addresses. All of the returned Mail Notices have been re-sent to new/corrected addresses.

132. Pursuant to the Notice Plan, Class Counsel also undertook the required indirect notice steps, including posting the Phase I Notice on Class Counsel's websites, issuing a press release describing its contents, and providing copies of the Phase I Notice to any person upon request.

VII. OBJECTIONS

133. The deadline to object to the Settlement Agreement and/or the Class Counsel Fee was April 23, 2026.

134. As of the date of this affidavit, two Class Members have objected to the terms of the Settlement and the Class Counsel Fee (the "Objections"). Attached to my affidavit as **Exhibit "B"** are true copies of the objections received by Class Counsel.

135. The nature of the Objections, as summarized by Class Counsel, are:

General Objections

(a) Class Counsel refused to disclose fee and disbursement information prior to the April 23, 2026 objection deadline, forcing objections to be filed without access to relevant information;

(b) An independent Special Counsel *(Amicus Curiae)* should be appointed to review the appropriateness of Actual Damages, the fairness of distribution, and the reasonableness of fees.

Objections to the Settlement Agreement

(c) Tiered Class Members were not told that approximately 59 other Class Members were pursuing individualized claims that would account for the vast majority of the $18 million settlement. This omission was misleading and, had they known the full scope of the settlement, some Tiered Class Members may have chosen to opt out of the class proceeding.

(d) The overall distribution of the settlement is unfair because Class Members are not treated equally, as the 72 Tiered Class Members are collectively receiving approximately $1,230,000 of the $18 million settlement, while the Non-Tiered Class Members account for the remainder.

(e) The settlement is unfair because it creates a disproportionate disparity between Tiered and Non-Tiered Class Members, is inappropriate given the small class size, and fails to account for consequential financial loss and long-term economic impact on households where a primary earner was severely injured.

(f) Article 30 of the Settlement Agreement is inappropriate because it mandates a waiver or release of liability for Class Counsel or the Administrator, citing conflict of interest and professional negligence concerns.

Objections to the Class Counsel Fee

(g) Liability was never a bona fide issue and that Class Counsel acted primarily as spectators for 11 years. Because of this, high contingency fees are unjustified.

(h) A remedy for the alleged lack of transparency would be for the Court to reallocate approximately $1,230,000 from Class Counsel's legal fees for equal distribution among the Tiered Class Members.

136. Class Counsel advised both Objectors that Class Counsel would provide the Court with any addendum to their objection should they wish to provide one after reading the filed Settlement and Fee Approval Materials.

137. Class Counsel will update the Court if any additional objections to the Settlement or Class Counsel's fee are received or withdrawn after the date of this affidavit, and prior to the hearing for settlement and fee approval.

VIII. PHASE II NOTICE

138. Within 30 days after the Effective Date of the Settlement Agreement, the Administrator and Class Counsel will implement the Phase II Notice Plan, as approved by the Court.

139. The Phase II Notice, attached as Appendix "B" to the Draft Settlement Approval Order, will advise Class Members of the approval of the Settlement Agreement, including the Distribution Protocol, and that Class Members do not need to submit a claim form to receive their compensation, as a valuation of each Class Member's claim has already been completed. The Phase II Notice will also inform Class Members of the approval of the Class Counsel Fee and Disbursements.

140. In accordance with the Phase II Notice Plan, direct notice will be issued by the Administrator to Class Members using the most current contact information available.

141. Also pursuant to the Phase II Notice Plan, and in coordination with the Administrator's direct notice efforts, Class Counsel will also carry out the required indirect notice steps, including posting the Phase II Notice on Class Counsel's websites, issuing a press release describing the contents of the Phase II Notice, and providing copies of the Phase II Notice to any person upon request.

IX. CLAIMS ADMINISTRATION

142. This Court approved the appointment of CFM Lawyers as the Administrator in the Order Approving Phase I Notice, dated March 16, 2026.

143. CFM Lawyers, as Administrator, is not seeking a fee for Settement Administration.

144. In my experience, while each class action settlement and administration is fact-specific, claims administration costs are not nominal, even in relatively straightforward settlements that primarily involve confirming entitlements and issuing payments to Class Members, and have commonly been in the range of approximately CAD $100,000 or more.

145. In this Action, Class Counsel has performed the claims-related work throughout the litigation, including developing individualized valuations; corresponding with Class Members; reviewing medical, employment, and insurance records; and negotiating individual claims. As a result, substantial file-specific knowledge has been accumulated by Class Counsel over many years. Transferring that detailed, individualized knowledge

to a third-party claims administrator would itself require significant additional time and expense, increasing the overall cost of administration without providing a corresponding benefit to Class Members.

146. The cost of claims administration would typically be paid out of the Settlement Amount.

X. LITIGATION TIMELINE

147. The following is a summary of the steps that have been taken in the litigation of this Action to date.

A. Initial Steps in the Action and Certification

148. On April 9, 2015, Ms. Kathleen Carroll-Byrne retained Wagners on a contingency fee basis to represent herself and all passengers of AC624. On that same date, Ms. Carroll-Byrne entered into a Contingency Fee Agreement and Indemnity Agreement with Wagners, copies of which are attached as Exhibits "A" and "B" of Ms. Carroll-Byrne's affidavit, affirmed on May 11, 2026.

149. I am informed by Raymond Wagner, K.C., and verily believe, that on April 9, 2015, Mr. Wagner reviewed the terms of the Contingency Fee Agreement and Indemnity Agreement with Ms. Carroll-Byrne.

150. On April 13, 2015, Mr. Asher Hodara retained Wagners on a contingency fee basis to represent himself and all passengers of AC624. On that same date, Mr. Hodara entered into a Contingency Fee Agreement and Indemnity Agreement with Wagners, copies of which are attached as Exhibits "A" and "B" of Mr. Hodara's affidavit, affirmed on April 30, 2026.

151. I am informed by Raymond Wagner, K.C., and verily believe, that on April 13, 2015, Mr. Wagner reviewed the terms of the Contingency Fee Agreement and Indemnity Agreement with Mr. Hodara.

152. On July 24, 2015, Mr. Malanga Georges Liboy retained Wagners on a contingency fee basis to represent himself and all passengers of AC624. On that same date, Mr. Liboy entered into a Contingency Fee Agreement and Indemnity Agreement with Wagners, copies of which are attached as Exhibit "A" and "B" of Mr. Liboy's affidavit, affirmed on April 29, 2026.

153. I am informed by Raymond Wagner, K.C., and verily believe, that on July 24, 2015, Mr. Wagner reviewed the terms of the Contingency Fee Agreement and Indemnity Agreement with Mr. Liboy.

154. Wagners partnered with CFM Lawyers LLP to advance the action as Co-Counsel on behalf of the proposed Class of passengers on board AC624.

155. On April 28, 2015, the Plaintiffs commenced the Action by filing the Statement of Claim in the Nova Scotia Supreme Court.

156. In approximately October, 2015, the Honourable Justice Denise Boudreau was appointed to case manage the Action.

157. At a case management conference on January 29, 2016, the certification motion for the Action was scheduled for December 12-15, 2016. Filing deadlines for the Parties' certification motion records were also scheduled.

158. The Plaintiffs filed their certification motion record on March 31, 2016. It consisted of a Notice of Motion; a Draft Certification Order; affidavits from the three proposed Representative Plaintiffs; affidavit of a paralegal, Linnae Roach, from CFM Lawyers LLP; affidavit of a paralegal from Wagners, Victor Lewin; and affidavit of proposed expert Alec Moffat (aircraft accident investigator and failure analyst).

159. On August 30, 2016, the Plaintiffs in this Action filed an Amended Notice of Certification, including revisions to the common issues and the litigation plan.

160. On August 31, 2016, the Plaintiffs filed an amendment to the pleadings, which among other things amended the proposed class definition and negligence claims.

161. On October 25, 2016, the Plaintiffs wrote to Justice Boudreau seeking a motion for Air Canada to produce AC624's passenger manifest as well as all names and contact information relating to the passengers on board AC624. This motion was scheduled to take place on October 27, 2016. The Plaintiffs filed their motion materials including a brief and affidavit of then-paralegal at Wagners, Mr. Victor Lewin, the following day.

162. On October 27, 2016, the parties attended the motion. The Honourable Justice Boudreau issued an Order requiring Air Canada to release the names and contact information of passengers who were on board AC624.

163. On November 8, 2016, the Plaintiffs filed second amended certification motion materials.

164. The motion for certification was heard on December 12-13, 2016. Ultimately, all Defendants, with the exception of Transport Canada, consented to certification of the Action as a class proceeding.

165. Justice Boudreau certified the action as a class proceeding against the Defendants pursuant to the decision *Carroll-Byrne v. Air Canada*, 2016 NSSC 354, released on December 13, 2016, and subsequent Certification Order issued on December 14, 2016. The Plaintiffs' claim against Transport Canada in occupier's liability was certified, but the claim in negligence as regulator was not.

166. On June 20, 2022, the Plaintiffs again amended the Claim to refine allegations against Airbus and remove allocations against Transport Canada in negligence as regulator.

167. By order of the Honourable Justice Ann Smith, dated April 10, 2025, the Supreme Court of Nova Scotia amended the Certification Order of Boudreau, J. to permit revision of the common issues relating to Airbus. A copy of the Amended Certification Order is attached to my Affidavit as **Exhibit "C"**.

B. Notice of Certification to Class Members and Opt-Out Period

168. On December 19, 2016, the Notice of Certification of the Action was disseminated in accordance with the Certification Order. As Class Counsel had access to the passenger manifest, direct notice was possible for all Class Members, save for two with whom Class Counsel were unable to establish contact.

169. The Opt-Out Deadline was March 24, 2017. Two individuals opted out of the Action. The Court was given notice of these two opt-outs on April 3, 2017.

C. Co-Counsel Agreement and Related Litigation

170. On April 21, 2015, MacGillivray Injury and Insurance Law ("MacGillivray Law") filed a proposed class action on behalf of passengers on board AC624 (*Cameron v Air Canada et al,* Hfx No. 438449) (the "Cameron Action").

171. On October 5, 2015, MacGillivray Law filed a mass tort on behalf of 28 passengers arising from the AC624 crash (*Nicholas Alexander Benoit, et al v. Air Canada*, *et al,* Hfx No. 444064) (the "Mass Tort").

172. On December 19, 2016, after this Action was certified, then Class Counsel (Wagners and CFM) filed a motion seeking a permanent stay of the Cameron Action.

173. On January 16, 2017, Justice Boudreau issued a Consent Order to permanently stay the Cameron Action.

174. On February 27, 2017, Wagners and CFM Lawyers entered into a co-counsel agreement with MacGillivray Law, pursuant to which MacGillivray Law would discontinue the Mass Tort and agree to the aforementioned stay of the proposed class action and instead form part of the Co-Counsel team advancing this Action. Under the terms of the co-counsel agreement, MacGillivray Law will receive 15% of the Class Counsel Fee approved by the Court.

175. On May 8, 2017, MacGillivray Law discontinued the Mass Tort.

D. Document Discovery and Examinations for Discovery

176. In early 2017 the parties established a document exchange protocol.

177. On July 27 and 28, 2017, the parties exchanged their Affidavits of Documents.

178. Collectively, the Defendants produced over 46,000 documents.

179. Examinations for discovery of Mr. Liboy, Mr. Hodara, and Ms. Carroll-Byrne occurred on August 31, October 17, and October 23, 2017, respectively.

180. Examinations for discovery of the representative of Air Canada and the two pilots occurred on October 17, 19, and 20, 2017.

181. Examination for discovery of the representative of Airbus occurred from November 6-10, 2017.

182. Examinations for discovery of the representatives of Nav Canada, HIAA, and Transport Canada occurred from December 11-15, 2017.

183. As described in greater detail below, between approximately June 2018 and November 2022, the progression of the Action was significantly affected by motions and related appeals, including up to the Supreme Court of Canada, concerning the production of the Cockpit Voice Recorder ("CVR").

184. In May of 2022, the Plaintiffs sought to schedule a case management conference before Justice Boudreau to move the litigation forward and set down trial dates. This was opposed by the Defendants on the basis it was premature.

185. By letter dated August 29, 2022, Justice Boudreau advised that she would not schedule a case management conference or set down trial dates until the SCC released its decision on the CVR Appeal.

186. On April 6, 2023, Class Counsel wrote to the Defendants to address outstanding steps in the litigation, including responses to undertakings and further examinations of the two pilots.

187. On August 4 and August 9, 2023, arising from the production of the CVR, described below, the parties attended the further examinations of the two Air Canada pilots.

E. The CVR Production Motion

188. On June 7, 2018, counsel for Airbus wrote to the Transportation Safety Board of Canada ("TSB") and Air Canada requesting production of the CVR.

189. On March 1, 2019, Airbus wrote a letter to the Prothonotary indicating its intention to bring a motion for an Order requiring production of the audio data from the CVR and any transcripts thereof made in the Air Canada aircraft on flight AC624 (the "CVR Production Motion").

190. The TSB and the Air Canada Pilots Association sought intervention status and opposed the CVR Production Motion. The Air Canada Defendants also opposed the CVR Production Motion.

191. On September 4, 2019, the parties and the proposed intervenors attended the CVR Production Motion before the Honourable Justice Duncan. Justice Duncan provided oral reasons that same day, granting intervenor status and ordering that the CVR be produced.

192. On November 19, 2019, Justice Duncan provided written reasons on the CVR Production Motion, indexed as *Carroll-Byrne v. Air Canada*, 2019 NSSC 339 (the "CVR Production Decision").

193. On December 20, 2019, counsel for the TSB filed a Notice of Application for Leave to Appeal and Notice of Appeal (Interlocutory) the CVR Production Decision.

194. On March 10, 2020, the Court of Appeal granted a stay of execution pending appeal.

195. The hearing for the CVR Production Appeal was originally scheduled for June 9, 2020, but was postponed due to the COVID-19 pandemic.

196. On December 7, 2020, after the filing of written submissions per the established timetable for the re-scheduled CVR Production Appeal, the parties to the appeal attended the CVR Production Appeal hearing before the Nova Scotia Court of Appeal.

197. On April 16, 2021, the Court of Appeal issued its decision regarding the CVR Production Appeal ("NSCA CVR Decision"). It granted leave to appeal but dismissed the appeal without costs.

198. On May 25, 2021, the TSB filed its application for leave to appeal the NSCA CVR Decision to the Supreme Court of Canada ("SCC").

199. On May 27, 2021, the Court of Appeal granted a stay of execution pending appeal.

200. On October 14, 2021, the SCC granted the TSB's application for leave to appeal.

201. The SCC hearing regarding the appeal of the NSCA CVR Decision was heard on March 17, 2022. The SCC reserved its decision.

202. On November 25, 2022, the SCC issued its decision, upholding the Courts below, and ordering that the CVR be produced.

203. On November 29, 2022, the TSB produced the CVR to the parties to the litigation under the terms of the Order.

F. Expert Reports

204. Between 2018 to 2023, the Court established, with agreement by the parties, a series of deadlines for the filing of liability expert reports, which were amended from time to time over the course of the litigation.

205. The Plaintiffs filed their liability expert reports on April 19, 2024. These expert reports included:

(a) a pilot expert who provided evidence on non-precision approaches and cold-weather correction;

(b) an aviation accident and incident investigator expert who conducted an independent investigation into the crash with a focus on human factors;

(c) an expert on airport safety and emergency preparedness;

(d) an expert who provided opinion on the failure of HIAA's backup power system; and

(e) an engineering expert who provided evidence on the computational complexity of true altitude determination and the computational feasibility of managed vertical guidance.

206. The Defendants filed numerous rebuttal expert reports relating to liability in November of 2024, which included:

(a) two reports from Air Canada on human factors and aircraft piloting;

(b) three reports from Airbus on aviation accident investigation, cold temperature correction, and Air Canada's standard of care;

(c) one report from Nav Canada regarding aircraft accident reconstruction; and

(d) One report from HIAA on airport operations, management, compliance and safety.

207. In March of 2025, the Plaintiffs and Nav Canada filed rebuttal expert reports.

G. Scheduling and Lead-up to Trial

208. Following the release of the SCC's decision on the CVR Appeal, the parties resumed active case management to advance the Action toward trial.

209. On August 30, 2023, counsel for the parties attended a case management conference with Justice Boudreau. At that conference, the Court addressed the anticipated length of the common issues liability trial, the sequencing and timing for the exchange of liability expert reports, and steps required to prepare the matter for trial. The Court also canvassed the possibility of a Judicial Settlement Conference once expert reports were exchanged.

210. A Judicial Settlement Conference was ultimately scheduled to take place on May 1 and 2, 2024, as further described below.

211. On March 5, 2025, counsel for the parties were advised by the Court that the trial judge for this Action would be the Honourable Justice Ann Smith, and that the liability trial was scheduled to commence on January 26, 2026, for an estimated duration of 45 days.

212. On March 28, 2025, the parties attended a case management conference before the Honourable Justice Smith, at which a detailed schedule was established for the steps leading to trial. Specifically, the Court set deadlines for:

(a) a consent order amending the common issues to align with the then-current pleadings;

(b) the exchange of statements of expert qualifications and the identification of any objections to expert qualifications or admissibility;

(c) the provision of notice to the Court, the parties, and the TSB of any intention to seek to introduce the CVR, or any portion of it, into evidence at trial;

(d) completion of outstanding documentary disclosure, including answers to interrogatories and undertakings;

(e) the exchange of witness lists;

(f) the scheduling of pre-trial motions, including (separate) motions by the Plaintiff and HIAA related to issues with respect to disclosure and expert evidence; and

(g) preparation of a joint exhibit book, an agreed statement of facts, and an agreed statement of admissions.

213. Although the pre-trial motions referenced above were initially scheduled to be heard in June 2025, Class Counsel and counsel for HIAA subsequently resolved those issues without the need for the motions to proceed.

214. Justice Smith also confirmed a formal Trial Readiness Conference and established deadlines leading to a "finish date" of October 22, 2025, for trial preparation, with pre-trial briefs and books of authorities to be exchanged in advance of the January 2026 trial.

215. On April 15, 2025, the parties filed Minutes of Case Management confirming the trial schedule, a copy of which is attached to my Affidavit as **Exhibit "D"**.

XI. NEGOTIATIONS AND SETTLEMENT TIMELINE

216. The Settlement was the result of extensive and prolonged direct negotiations between counsel and with the facilitation of the Court and mediation. By the time the negotiations were completed, Class Counsel had obtained and assessed substantial information relevant to both liability and damages, including the exchange of expert reports, information obtained through provincial and private health insurance summaries, individual damages workups supported by medical records, IMEs and medico-legal reports, and employment records.

A. Initial Settlement Discussions Following Certification

217. Following certification, the Plaintiffs proposed a procedure to value each Class Member's damages claim on an individualized basis with a view to achieving a class-wide settlement. This process foresaw Class Counsel preparing and delivering to the Defendants individual settlement proposals for each Class Member, supported by disclosure of relevant medical and employment documentation.

218. Beginning in approximately May of 2018 and continuing over several years until August of 2021 Class Counsel began disclosing written individualized settlement proposals to

the Defendants in phases. These negotiations proceeded in tandem with the litigation and took many forms, including written communications, in-person and virtual meetings, discovery examinations of some individual Class Members, requesting of IMEs and medico-legal reports, a Judicial Settlement Conference and mediation.

219. On May 25, 2018, Class Counsel delivered to all Defendants an initial tranche of 70 individualized settlement proposals to all Defendants.

220. As part of the settlement negotiations, the parties developed a structured process to assess claims of Class Members involving income loss. An initial list of "Income Loss Claimants" was identified, with an agreed mechanism to add further claimants as additional information became available.

221. For claims involving an income loss component of six months or greater, it was agreed that the Plaintiffs would seek, collect and disclose the following documents:

(a) Clinical records for the period January 1, 2011 to January 1, 2018;

(b) Employment records for the period January 1, 2011 to January 1, 2018;

(c) CRA tax returns for the years 2012-2017 inclusive; and

(d) LTD disability insurer's file for the period January 1, 2011 to January 1, 2018.

222. Based on this disclosure, the Defendants identified further Income Loss Claimants they wished to examine for discovery. Class Counsel proposed, and the parties proceeded

with, focused discovery examinations of Income Loss Claimants, conducted on a time-limited basis of two hours.

223. In addition, where the nature of a Class Member's alleged injuries warranted further expert assessment, Class Counsel commissioned 21 medico-legal reports, and Air Canada requested IMEs in respect of four Class Members.

224. These expert assessments required significant coordination, expense, and follow-up, and formed part of the evidentiary foundation for the negotiation of those individual claims.

225. Between July 2018 and February 2019, Class Counsel delivered a further 44 proposals, bringing the total number of individualized settlement proposals delivered to 114, with updated proposals provided on an ongoing basis as additional information became available.

226. On February 2, 2019, all counsel participated in a conference call to discuss matters including how to proceed with further disclosure and discovery of Income Loss Claimants.

227. Between June 20 and 28, 2019, discovery examinations were conducted regarding 14 Class Members with income loss claims, and in July 2019, two more Class Members with income loss claims were examined.

228. Following those discovery examinations of Income Loss Claimants, Class Counsel completed undertakings and produced responsive disclosure in the same manner as in contested civil litigation.

229. On November 18, 2019, counsel for the parties participated in a telephone conference to prepare for a settlement-oriented meeting amongst counsel regarding Class Member damages.

230. On December 16 and 17, 2019, counsel for all parties participated in the settlement meeting to discuss individual Class Member damages.

231. A full global resolution was not achieved at that stage.

232. Following that settlement meeting, Air Canada and Nav Canada elected to continue settlement negotiations with Class Counsel, as described below.

B. Class Counsel's Continued Discussions with Air Canada and Nav Canada

233. Between May 6, 2020, and May 25, 2022, Class Counsel engaged in sustained settlement discussions with counsel for Air Canada and Nav Canada, including approximately 18 meetings or conference calls focused on the individualized valuation and resolution of Class Member claims.

234. Through these discussions, Class Counsel and counsel for Air Canada and Nav Canada reached agreement in principle on the valuation of many individual claims. These negotiations involved detailed, claim-by-claim consideration and, in a number of cases, required multiple rounds of exchanges.

235. For certain higher-value claims where party-to-party negotiations reached an impasse, the parties agreed to pursue mediation as a means of attempting to resolve those claims.

236. A mediator was engaged, and an individual mediation was conducted by mediator, Craig Garson, K.C., on May 3, 2021, resulting in an agreement in principle on valuation in respect of that Class Member's claim.

237. In addition, on June 18, 2021, Class Counsel met with counsel for Air Canada and Nav Canada to discuss other claims that had the potential to be resolved by mediation.

238. On December 21, 2021, two claims were considered in mediation, without resolution.

239. On March 3, 2022, one more claim was considered in mediation, without resolution.

240. Following these efforts, and after approximately two years of ongoing, individualized settlement discussions with counsel for Air Canada and Nav Canada, those negotiations appeared to have reached an impasse.

241. On May 25, 2022, Class Counsel wrote to all Defendants' counsel advising that agreement in principle had been reached on the valuation of 103 of the 131 Class Member claims and seeking further proposals to resolve the remaining claims. At that stage of the negotiations, a total of 104 Class Member claims had in fact been resolved in principle. No proposals for a renewed, all-party settlement process were received following that correspondence.

C. Judicial Settlement Conference – May 1-2, 2024

242. On August 30, 2023, the parties attended a case management conference where it was confirmed that a two-day Judicial Settlement Conference would proceed on May 1 and 2, 2024. The Honourable Justice Chipman was assigned as the presiding settlement judge.

243. In advance of the Judicial Settlement Conference, the parties delivered detailed settlement briefs on April 26, 2024, outlining their respective positions on liability and damages. At that stage, according to the schedule set by the Court, only the Plaintiffs' liability reports had been filed. The Defendants' reports were not due to be filed until November.

244. On April 30, 2024, the day prior to the scheduled Judicial Settlement Conference, Class Counsel met with counsel for Air Canada to explore the possibility of resolution. Those discussions did not result in settlement.

245. Despite good-faith efforts by all parties, a global resolution was not achieved at the Judicial Settlement Conference, and the Action continued along a litigation path toward trial.

246. Following the Judicial Settlement Conference, Class Counsel updated each of the Representative Plaintiffs regarding the outcome of the conference and the status of the proceedings.

D. Toronto Mediation – August 27-28, 2025

247. In March 2025, following the exchange of all liability expert reports and in advance of preparations for the scheduled 45-day trial in Halifax in January of 2026, counsel for Air Canada proposed that the parties make best efforts to further pursue settlement, including through a mediation attended in person by all parties and their insurers.

248. The parties subsequently agreed to participate in a two-day mediation before Cliff Hendler in Toronto on August 27 and 28, 2025.

249. In preparation for the mediation, the parties provided the mediator with the settlement briefs previously filed for the Judicial Settlement Conference and also delivered supplemental mediation briefs in early August 2025 addressing liability and damages.

250. While progress was made at the mediation, the parties did not reach a resolution during the in-person sessions.

251. Following the conclusion of the in-person mediation, settlement discussions continued with the assistance of the mediator by telephone.

252. On September 19, 2025, the Action resolved in principle, subject to final instructions from the Representative Plaintiffs.

253. On September 23 and 24, 2025, Class Counsel spoke separately by telephone with each of the Representative Plaintiffs, Mr. Hodara, Mr. Liboy, and Ms. Carroll-Byrne, reviewed the proposed settlement and its general terms, and received instructions from each to accept the proposed resolution of the class proceeding.

254. Following receipt of those instructions, the parties negotiated detailed Minutes of Settlement, which were fully executed on December 2, 2025.

255. Class Counsel subsequently advised the Court that the trial dates scheduled for early 2026 could be vacated and requested case management.

256. At a case management conference before the Honourable Justice Smith on January 6, 2026, the parties updated the Court regarding the proposed settlement. The Settlement Approval Hearing and Fee Approval Hearing were scheduled for June 22, 2026, and the

associated procedural steps and filing deadlines were established by Order issued January 15, 2026.

XII. EXPERIENCE AND RECOMMENDATION OF CLASS COUNSEL

257. Class Counsel has recommended the terms of the Settlement Agreement to the Representative Plaintiffs, and they have conveyed to Class Counsel that they agree that the proposed Settlement is fair, reasonable, and in the best interests of the Class.

258. Wagners is based in Halifax, Nova Scotia. The firm has provided legal services since 1982. The firm's areas of practice are personal injury, medical malpractice and class actions.

259. Since 2004, Wagners has been involved in class action litigation across Canada. Wagners' lawyers have appeared before all courts in Nova Scotia, as well as in New Brunswick, Newfoundland and Labrador, Prince Edward Island, Ontario, Quebec, Saskatchewan and the Federal Court. Appearances have also been made before the Supreme Court of Canada.

260. Wagners lawyers have acted as class counsel in a number of settled class actions, including:

(a) *Martell and Perrier v Attorney General of Nova Scotia and Atlantic Provinces Special Education Authority*, Hfx. No. 447198, a class action concerning historic institutional abuse;

(b) *Elwin v Nova Scotia Home for Colored Children*, Hfx. No. 343536, a class action concerning historic institutional abuse;

(c) *Rogers v The Attorney General of Canada*, Hfx. No. 457658, a national class action concerning sexual misconduct in the Canadian Armed Forces and Department of National Defence;

(d) *Purvis v Dell USA LP and Dell Canada Inc*., Hfx. No. 500912, a national class action arising from the theft of personal data;

(e) *Bellefontaine and MacGillivray v Purdue Frederick Inc. et al*, Hfx No. 285995, a national class action alleging mismarketing of OxyContin and OxyNEO;

(f) *Partington v Canopy Growth Corporation*, Hfx. No. 461301, a national class action concerning recalled medical marijuana;

(g) *Desborough v Wright Medical Technology Ltd*, Hfx. No. 355381, a national class action concerning hip implant system fractures;

(h) *Sweetland v Glaxosmithkline Inc*, Hfx. No. 315567, a national class action relating to Avandia, a diabetes drug;

(i) *Hemeon v South West Nova District Health Authority*, Hfx. No. 398067 and *Schinold v Capital District Health Authority*, Hfx. No. 390420, class actions concerning hospital privacy breaches;

(j) *Gay v Regional Health Authority 7*, NB No. N/C/41/08, a class action concerning pathology errors;

(k) *Little v Regional Health Authority B*, NB No. N/C/93/2013, a class action arising from allegedly contaminated cervical biopsy instruments;

(l) *Card v Merck Frosst Canada Ltd*, Hfx. No. 236090, a national class action concerning the pharmaceutical Vioxx;

(m) *Thompson v Cadbury Adams Canada*, Hfx. No. 292103, a national class action concerning confectionary price-fixing;

(n) *Doucette v Menu Foods*, Hfx. No. 283226, a national class action concerning tainted pet food; and

(o) *Tobin v Dollar Financial Group Inc*, Hfx. No. 218391, a national class action concerning illegal interest rates.

261. Wagners presently represents plaintiffs in eight active class actions, excluding any ongoing settled actions mentioned above.

262. Mr. Raymond Wagner, KC, is the founder and managing partner of Wagners. Mr. Wagner has a law degree from Dalhousie Law School and was called to the bar of Nova Scotia in 1980. Mr. Wagner divides his practice between medical negligence and class actions. He is an experienced trial lawyer repeatedly recognized by the peer review publications Lexpert and Best Lawyers. Mr. Wagner is a fellow of the American College of Trial Lawyers. Mr. Wagner has participated as an active member of the Nova Scotia Statutory Costs and Fees Committee, the NSBS Rules Committee, a subcommittee on Contingency Fee Agreements, and the Nova Scotia Bar and Bench Civil Procedure Rules Committee. Mr. Wagner organized and addressed the first Nova Scotia Barristers' Society Class Action Conference.

263. Ms. Madeleine Carter is a Partner at Wagners. She has a law degree from the Schulich School of Law (2010) and a Master of Law degree from Cambridge University (2014). She is a member of the Law Society of Ontario (2011) and the Nova Scotia Barristers' Society (2015). Ms. Carter joined the class actions practice group at Wagners in 2014. She exclusively represents plaintiffs in provincial and national class actions. She received the 2026 'Lawyer of the Year' award from Best Lawyers for class action litigation in Halifax. She is listed in Best Lawyers for class action litigation, was recognized as a Lexpert® Rising Star, celebrating Canada's leading lawyers under 40, and was named a Litigator to Watch in class actions in the Canadian Legal Lexpert® Directory.

264. I am a Partner at Wagners. I have a law degree from the Schulich School of Law (2015). I am a member of the Law Society of Ontario (2016) and the Nova Scotia Barristers' Society (2016). I joined the class actions department of Wagners in 2016. I commenced my practice in both medical malpractice and class actions, and now exclusively represent plaintiffs in provincial and national class actions. In 2025, I was recognized as a Leading Lawyer to Watch in class actions by the Canadian Legal Lexpert® Directory and by Best Lawyers and as a Lexpert® Rising Star, celebrating Canada's leading lawyers under 40.

265. CFM Lawyers is a Vancouver based civil litigation boutique known nationally and internationally for specializing in class actions and complex litigation.

266. CFM Lawyers have acted as class counsel in a number of aviation-specific class actions, including:

(a) *Abdulrahim v. Air France*, 2010 ONCA 403 and 2011 ONSC 398: CFM represented passengers who were injured when Air France 358 crashed into a ravine at the end of the runway at Toronto Pearson International Airport. The firm negotiated a settlement on behalf of the class that was approved by the court. Justice Strathy described the outcome as "real justice for real people who were victims of a very serious aviation accident."

(b) *Somwar v. Fly Jamaica Airways Ltd.*, 2024 ONSC 209: CFM represented passengers who were injured when Fly Jamaica Flight OJ 256 went off the runway after an emergency landing. CFM Lawyers negotiated a settlement on behalf of the class that was approved by the court.

(c) *S. v. Ukraine International Airlines JSC*, 2024 ONSC 3303: CFM Lawyers represented the families of 21 passengers killed in the downing of PS752 by Iran. CFM Lawyers were lead counsel for the plaintiffs at the 18-day trial, where they successfully established that UIA had not performed a reasonable risk assessment in the face of escalating military tensions in the region. The court held that UIA was responsible for paying 100% of the plaintiffs' losses.

(d) *Nunes v. Air Transat*, 2005 CanLII 21681 (ONSC) : CFM represented passengers who were injured when Air Transat Flight 236, which was forced to make an emergency landing in the Azores Islands. CFM Lawyers negotiated a settlement on behalf of the class that was approved by the court.

267. Jamie Thornback is a partner at CFM Lawyers. He has a law degree from the University of Victoria Faculty of Law (2007). He is a member of the law societies of British Columbia (2008); Northwest Territories (2016); Yukon (2016); and Alberta (2020). His practice focuses on aviation and product failure matters involving the assessment of both liability and damages. Through his collaboration with subject matter experts, he has developed a strong background in engineering, aircraft maintenance, air traffic control, and piloting. In addition to aviation law and product liability, he works on class actions. His work spans a variety of areas, including fires and other serious accidents, privacy breaches, and cases involving sexual and physical abuse.

268. Ms. Chya Mogerman is a lawyer at CFM Lawyers. Ms. Mogerman holds a law degree from the University of Victoria Faculty of Law (2019). She is a member of the Law Society of British Columbia (2020). Her practice focuses on class actions, with emphasis on privacy class actions, as well as Constitutional and Aboriginal law.

269. Ms. Brenna Krause is a lawyer at CFM Lawyers. She holds a law degree from the University of Victoria Faculty of Law (2024). She is a member of the Law Society of British Columbia (2025). Her practice spans a variety of areas including class actions, product liability, and aviation, with emphasis on serious accidents and other personal injury matters.

270. MacGillivray Law is a plaintiff-side law firm based in Nova Scotia that has been in operation since 1994, with offices serving clients throughout Atlantic Canada. The firm primarily represents individuals in personal injury and disability matters and has also represented plaintiffs in mass tort litigation and class actions.

271. Mr. Jamie MacGillivray is the principal and founder of MacGillivray Law. Mr. MacGillivray has extensive trial experience and has represented clients in the Nova Scotia Supreme Court and the Court of Appeal. Mr. MacGillivray is "Lexpert Ranked" for being Repeatedly Recommended, and has been recognized by his peers as a "Leading Practitioner" in the field of personal injury litigation. Mr. MacGillivray is a member of the Nova Scotia, New Brunswick and Newfoundland and Labrador Bar Associations.

272. Mr. Farhan Raouf is a Partner at MacGillivray Law. He holds a law degree from Pakistan and completed his Master of Laws (LL.M) at Dalhousie University. Mr. Raouf has been a practicing member of the Nova Scotia Bar Association since 2017. Mr. Raouf has represented clients in the Nova Scotia Supreme Court relating to issues arising in the context of motor vehicle accidents, long-term disability, occupiers' liability, and fatal injury cases.

XIII. FEE APPROVAL

A. The Contingency Fee Retainer Agreements

273. Over the course of more than 11 years, Class Counsel has invested substantial time and resources and has incurred significant expense in advancing this litigation through to its proposed resolution, without remuneration to date.

274. Under the Contingency Fee Retainer Agreements entered into with each of the Representative Plaintiffs, attached to their respective affidavits filed in support of these motions, Class Counsel agreed to fund the litigation and to advance all expenses, including all disbursements and related taxes without requiring the Representative Plaintiffs to pay anything in the absence of success, whether through trial or a settlement.

275. Class Counsel also provided the Representative Plaintiffs with an indemnity against any potential adverse cost awards, which is also attached to the Representative Plaintiffs' respective affidavits.

276. Class Counsel have obtained no adverse costs protection in this Action, thereby solely assuming the risk of an adverse costs award.

277. The Retainer Agreements entitle Class Counsel to seek the Court's approval for a fee in the amount of 30% of the recovery for the Class, after all reasonable and proper disbursements have been deducted, plus disbursements and applicable taxes.

278. Although the Retainer Agreements permit Class Counsel, in its discretion, to finance any reasonable and proper disbursement and expense exceeding $1000.00 through a Third Party Financing Company, with the interest charges being treated also as a disbursement, Class Counsel made the deliberate decision not to seek Third Party Funding. Instead, Class Counsel assumed the full financial risk of advancing the Action, and, in the process, saved the Class significant sums.

279. As noted above, two objections to the Class Counsels Fee have been received from Class Members. These are discussed in more detail at Section VII of this affidavit.

280. No adverse costs have been recovered from the Defendants throughout the Action. Although the Plaintiffs were awarded costs in the amount of $1,000 in connection with the CVR Production Motion, no payment of that amount was received. Under the Settlement Agreement, the Settlement Amount is expressly inclusive of all costs, and no separate recovery of costs is therefore sought or anticipated outside the Settlement.

B. Fee Requested

281. Class Counsel seek approval for payment of the Class Counsel Fee in the amount of $5,039,521.34, plus applicable taxes of $705,532.99,[4] for a total of $5,745,054.33.

282. The legal fee sought is calculated in accordance with the Retainer Agreements and is subject to Court approval. The Settlement Amount is $18,075,000.00. From that amount, approved Disbursements, applicable taxes, and the amounts payable to the Provincial Health Insurers in satisfaction of the PHI Allocation are deducted first. The contingency fee of 30% is then applied to the remaining net Settlement Amount, after those deductions.

C. Factors Supporting the Fee Request

283. From the time that work on this Action began in April 2015, up to April 20, 2026, Class Counsel have recorded docketed time with a total value of $5,016,339.75, before tax. This reflects approximately 12,973.4 hours of work, with an average blended hourly rate of approximately $387.

284. Based on my experience, the docketed time likely fails to capture all historical time spent on the Action and likely understates it.

285. The docketed time reflects the extensive work that was undertaken by Class Counsel during the course of prosecuting the Action over 11 years, which included, among other things:

[4] Charged at the HST rate in Nova Scotia of 14%.

(a) direct and ongoing communication with the Representative Plaintiffs and Class Members;

(b) drafting the pleadings, certification materials, other motion materials, and settlement and mediation briefs;

(c) review and analysis of document production from five Defendants;

(d) preparing for and attending discoveries of the Representative Plaintiffs and representatives of the Defendants;

(e) preparing for and attending discoveries of the Income Loss Claimants, as well as gathering all documentation and completing all undertakings;

(f) participation in scheduled case management conferences, contested motions (including the CVR Production Motion and related appeals up to the SCC), a two-day Judicial Settlement Conference and two-day mediation;

(g) researching and communicating with experts about relevant technical issues that informed the liability questions in this matter;

(h) engaging in numerous and lengthy settlement discussions with counsel for the Defendants between May of 2018 and August of 2021, and prior to, during, and after mediations;

(i) collection and review of Class Member documentary productions, including medical and employment documentation from third parties;

(j) engagement with doctors and actuaries regarding valuation of certain Class Members' damages;

(k) reviewing engaged medical consultants' medical summaries and reports to assess the nature and variety of alleged injuries and to understand the likely range of damages to which each Class Member might be entitled;

(l) preparation of individualized valuation proposals for each of the 131 Class Members;

(m) ongoing communications with Class Members regarding their assessed valuations, as well as the status of the litigation as a whole;

(n) negotiating, drafting and refining the Settlement Agreement, Distribution Protocol, and court-approval materials;

(o) negotiating with the PHIs and private subrogated insurers for each Class Member subject to subrogated claim; and

(p) researching, drafting, and revising materials for approval of the Settlement Agreement and approval of the Class Counsel Fee and Disbursements.

286. Class Counsel's docketed time does not include the work that will be done between April 20, 2026, nor does it include the time required to prepare for and attend the Settlement Approval and Fee Approval hearings scheduled for June 22, 2026.

287. This pre-hearing work will include responding to questions directly received from Class Members, negotiating any outstanding subrogated claims, preparations for the Phase II

Notice Plan and the settlement administration, including discussing and refining aspects of the administration, finalizing the materials for the two motions, and preparation for the motions.

288. Since the Phase I Notice Plan was implemented, Class Counsel have received several distinct inquiries from Class Members about the proposed settlement. Class Counsel expects active and ongoing engagement with Class Members throughout the Phase II Notice and settlement implementation and distribution.

289. The docketed time also excludes any work required of Class Counsel post-settlement approval, if the Settlement Agreement is approved. A non-exhaustive list of this expected post-settlement approval work required of Class Counsel includes:

(a) answering general questions from Class Members;

(b) formalizing all Settlement Approval Orders;

(c) updating Class Counsel's websites;

(d) Phase II Notice implementation;

(e) CFM Lawyers specifically will be administering the Settlement in accordance with the Distribution Protocol instead of a hired Administrator to reduce costs and therefore maximize funds available for distribution to the Class. This will include administering PHI releases and payments, identity verification prior to payment to Class Members, dealing with address updates and any cheque issuance issues, and internal reconciliation;

(f) monitoring the implementation of the Settlement Agreement to ensure that the procedures are being followed; and

(g) updating this Court as required to report on the administration of the Settlement Agreement.

290. Based on Class Counsel's experience in past class actions, and taking into account relevant considerations specific to this Settlement Agreement and the fact that Class Counsel will be directly responsible for administering the Settlement, Class Counsel estimate that an additional $150,000-$200,000 worth of docketed time may be required after settlement approval. This estimate is necessarily an approximation and will vary depending on the volume and complexity of issues that arise during settlement implementation.

D. Risk Assumed

291. Class Counsel bore the entire risk of funding the litigation. As described above in Sections III.A and III.B, the litigation involved material risks at multiple stages, including risks relating to liability, causation, and recoverability against particular Defendants, as well as the possibility that certain categories of damages would not be recoverable at trial. Class Counsel advanced this Action in the face of those risks without remuneration and funded the litigation for over a decade.

292. Had Class Counsel sought third-party financial assistance in funding the Disbursements, or providing cost protection, additional interest would be payable under the Settlement, which would have had the effect of substantially reducing the proportionate share of the Settlement Amount available to pay Class Member claims.

293. Furthermore, Class Counsel provided the Representative Plaintiffs with an indemnity assurance against adverse cost awards. This removed the financial risk to them as litigants and correspondingly increased the financial risk to Class Counsel. The presence of multiple Defendants increased the potential scope of any adverse cost exposure.

XIV. CLASS COUNSEL DISBURSEMENTS

A. Class-Wide Disbursements

294. Class Counsel's disbursements fall into two categories: (a) class-wide disbursements incurred for the benefit of the Class as a whole, and (b) individual disbursements incurred to advance the individual claims of Class Members. Both categories of disbursements were necessary to prosecute this Action and to support the individualized damages assessments that ultimately formed the basis of the Settlement.

295. The total Class Counsel Disbursements, without tax, amount to $888,806.42. The HST on the Class Counsel Disbursements equals $125,907.28. The amount of the Class Counsel Disbursements for which the Court's approval is sought on this motion reflects all out-of-pocket expenses of Class Counsel incurred between the date of commencement of work on the Action and May 7, 2026.

296. The class-wide disbursements set out below were incurred in the prosecution of common issues and matters affecting the Class as a whole, including expert evidence, discovery, motions, mediation, and document preservation, and are not attributable to any single Class Member.

Expense Type	Total (Pre-Tax)	HST (14%)	Total
Administrative expenses such as printing, filing, service, postage, scanning, photocopying, faxing, conference call service, research	$32,110.95	$4,495.53	$36,606.48
Expert and Witness Costs	$169,188.67	$23,686.41	$192,875.08
Court-Reporter and Transcription Services and Expenses	$5,459.22	$764.29	$6,223.51
CVR Motion	$15,404.07	$2,156.57	$17,560.64
Mediation (2025)	$15,462.89	$2,164.80	$17,627.69
Travel	$112,586.14	$15,762.06	$128,348.20
Commonwealth Legal – Cold Storage	$147,439.82	$22,115.97[5]	$169,555.79
TOTAL	**$497,651.76**	**$71,145.63**	**$568,797.39**

[5] The sales tax applied to this expense differs from other disbursements because the Commonwealth Legal (cold-storage) invoices were billed and recorded in Class Counsel's accounting system at the harmonized sales tax rate in effect at the time of billing. As a result, a fifteen percent (15%) HST rate was applied to this line item.

B. Individual Class Member Disbursements

297. Class Counsel also incurred individual disbursements in connection with the prosecution of Class Members' claims.

INDIVIDUAL - TIERED				
Tier	**Expense Type**	**Total (Pre-Tax)**	**HST (14%)**	**Total**
1 (10k)	Medical Records (hospital, GP, clinic, pharmacy, counselling, massage, physio, chiro)	989.79	138.57	1,128.36
	Independent Medical Examinations / Medical-Legal Reports	2,500	350	2,850
2 (20k)	Medical Records (hospital, GP, clinic, pharmacy, counselling, massage, physio, chiro)	3,640.11	509.62	4,149.73
	Independent Medical Examinations / Medical-Legal Reports	23,920	3,348.80	27,268.80
3 (30k)	Medical Records (hospital, GP, clinic, pharmacy, counselling, massage, physio, chiro)	16,940	2,371.60	19,311.60

	Independent Medical Examinations / Medical-Legal Reports	2,429.67	340.15	2,769.82
TOTAL (Tiered)		**50,419.57**	**7,058.74**	**57,478.31**
INDIVIDUAL – NON-TIERED				
Expense Type		**Total (Pre-Tax)**	**HST (14%)**	**Total**
Medical Records (hospital, GP, clinic, pharmacy, counselling, massage, physio, chiro)		30,248.44	4,234.78	34,483.22
Independent Medical Examinations / Medical-Legal Reports		256,692.61	35,936.97	292,629.58
Actuary Reports / Employment Records		47,116.95	6,596.37	53,713.32
Individual Discovery Examinations		1,824.49	255.43	2,079.92
Mediation		4,852.60	679.36	5,531.96
TOTAL (Non-Tiered)		**340,735.09**	**47,702.91**	**388,438.00**
TOTAL (Tiered + Non-Tiered)		**391,154.66**	**54,761.65**	**445,916.31**

298. The Settlement Agreement defines "Administration Expenses" and provides, in sections 1 and 17, that such expenses may be reimbursed from the Settlement Amount. At this time, however, Class Counsel does not intend to seek reimbursement of any Administration Expenses from the Settlement Amount.

299. Additional disbursements have and will be incurred from May 7, 2026 onwards, including for the administration of the Settlement Agreement, if approved. Class Counsel will bear these expenses without reimbursement.

XV. HONORARIA

300. Class Counsel proposes that the Representative Plaintiffs each receive a modest honoraria of $2,500.00 in recognition of the contributions they have made in advancing the Action towards settlement for the benefit of all members of the Class for over a decade.

AFFIRMED before me at Halifax,
in the Province of Nova Scotia,
this 11th day of May, 2026:

A Notary Public in and for the Province
of Nova Scotia

NICHOLAS HOOPER
A Barrister of the Supreme
Court of Nova Scotia

KATE BOYLE

2015 Hfx No. 438657

This is Exhibit "A" referred to
in the affidavit of Kate Boyle,
affirmed before me on the 11th day
of May, 2026.

Signature

NICHOLAS HOOPER
A Barrister of the Supreme
Court of Nova Scotia

EXHIBIT "A"

Form 78.05

MAR 16 2026

2015

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 Proceedings Act*, S.N.S 2007, c. 28

PHASE I NOTICE APPROVAL ORDER

BEFORE THE HONOURABLE JUSTICE ANN SMITH

THIS MOTION is made by the Plaintiffs, on consent of the Defendants, by correspondence under Rule 27.01(1)(e) for an Order: (i) approving the content of notice to Class Members of a hearing to approve the proposed Settlement Agreement dated February 20, 2026, (the "Settlement Agreement", including all Schedules thereto) ("Phase I Notice"); (ii) approving the methods by which the Phase I Notice will be disseminated (the "Phase I Notice Plan"); and (iii) approving the provisional appointment of CFM Lawyers LLP ("CFM") as the Administrator for the purpose of implementing the Phase I Notice Plan and, if the Settlement Agreement is subsequently approved, administering the Settlement Agreement.

ON READING the materials filed on this motion:

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Except as otherwise stated, this Order incorporates and adopts the definitions set out in the proposed Settlement Agreement, attached as Schedule "A".

Approval of the Phase 1 Notice and Phase 1 Notice Plan

2. The form and content of the Phase 1 Notice attached as Schedule "B" is approved as it satisfies the requirements of sections 22 and 38 of the *Class Proceedings Act*, S.N.S. 2007, c. 28.

3. The Phase 1 Notice Plan attached hereto as Schedule "C" is hereby approved and shall be implemented.

Approval of Appointment of Settlement Administrator

4. CFM shall be provisionally appointed as the Administrator for the purpose of implementing the Phase 1 Notice Plan and, if the Settlement Agreement is subsequently approved, administering the Settlement Agreement.

No Costs

5. There shall be no costs of this motion.

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.
I hereby certify that the foregoing document, identified by the seal of the court, is a true copy of the original document on the file herein.
MAR 16 2026
Deputy Prothonotary
LISA JACKSON
Deputy Prothonotary

ISSUED March 16/26

Prothonotary

LISA JACKSON
Deputy Prothonotary

SCHEDULE "A" – SETTLEMENT AGREEMENT

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 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

Jamie Thornback
CFM Lawyers LLP
400 – 856 Homer Street
Vancouver, BC V6B 2W5

Ray Wagner, KC
Wagners
1869 Upper Water Street
Suite PH301, Historic Properties
Halifax, NS B3J 1S9

Air Canada, John Doe #1 and John Doe #2 by their counsel

Clay Hunter
Paterson MacDougall LLP
1 Queen Street East
Suite 900, Box 100
Toronto, ON M5C 2W5

NAV CANADA by its counsel

Robert Bell
Lerners LLP
225 King Street West
Suite 1500
Toronto, ON M5V 3M2

DATED this _____ day of February, 2026.

Representative Plaintiffs, by their counsel

_____
Jamie Thornback
CFM Lawyers LLP
400 – 856 Homer Street
Vancouver, BC V6B 2W5

_____
Ray Wagner, KC
Wagners
1869 Upper Water Street
Suite PH301, Historic Properties
Halifax, NS B3J 1S9

Air Canada, John Doe #1 and John Doe #2 by their counsel

_____
Clay Hunter
Paterson MacDougall LLP
1 Queen Street East
Suite 900, Box 100
Toronto, ON M5C 2W5

NAV CANADA by its counsel

_____
Robert Bell
Lerners LLP
225 King Street West
Suite 1500
Toronto, ON M5V 3M2

Halifax International Airport Authority by its counsel

Michelle L. Chai
Stewart McKelvey
Queen's Marque
600-1741 Lower Water Street
Halifax, NS B3J 2X2

Airbus S.A.S. by its counsel

Christopher Hubbard
McCarthy Tetrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto, ON M5K 1E6

Attorney General of Canada by its counsel

Heidi Collicutt
Department of Justice Canada
Atlantic Regional Office
5251 Duke Street
Suite 1400, Duke Tower
Halifax, NS B3J 1P3

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

SETTLEMENT APPROVAL ORDER APPENDIX "A" – SETTLEMENT AGREEMENT

SETTLEMENT APPROVAL ORDER APPENDIX "B"

NOTICE OF SETTLEMENT APPROVAL OF
AIR CANADA FLIGHT AC624 CLASS ACTION

You are receiving this notice because you were a passenger on Air Canada Flight AC624, which crashed while attempting to land at the Halifax Stanfield International Airport on March 29, 2015.

READ THIS NOTICE CAREFULLY
IT AFFECTS YOUR LEGAL RIGHTS

The Supreme Court of Nova Scotia has approved the settlement of a class action against Air Canada, Airbus S.A.S., Nav Canada, Halifax International Airport Authority, the Attorney General of Canada, John Doe #1 and John Doe #2 (together, "the Defendants") on behalf of the Class in the action *Carroll-Byrne et al. v. Air Canada et al*., Hfx. No. 438657 (the "Action").

The Settlement Agreement is a compromise of disputed claims, without any admission or findings of liability or wrongdoing against the Defendants. The class action alleged that each of the Defendants was at fault for causing the crash, and class members were injured as a result. The Defendants dispute that they were at fault for the crash and dispute the nature and degree of class member injuries.

The Defendants, Air Canada, Nav Canada and Halifax International Airport Authority, have agreed to pay $18,075,000.00 CAD (the "Settlement Amount") to settle the claims in this Action. This amount includes all damages, private subrogated claims, disbursements, administration fees, honoraria, legal fees, costs, taxes and interest. It also includes an allocation to address the subrogated claims of public health insurers. In exchange, the Class has provided a release of the claims asserted in the Action and the lawsuit has been dismissed. The Court has approved this settlement as a fair and reasonable outcome that is in the best interests of class members.

The Court has also approved payment of Class Counsel's legal fees in the amount of X, which is X% of the Settlement Amount, exclusive of the costs of disbursements and HST. Class Counsel will also be reimbursed for the disbursements and expenses they incurred. These amounts will be deducted from the Settlement Amount. The total fees, disbursements and taxes paid to Class Counsel, as approved by the Court, is $XX CAD.

This Notice provides a summary of the Settlement Agreement. The full Settlement Agreement may be viewed at:

[**website URL**]

BASIC INFORMATION

1. Why is there a Notice?

This Action was certified as a class action by Order dated December 14, 2016. The Court has now determined that the Settlement Agreement is fair, reasonable, and in the best interest of the Class, and it has been approved.

Class Members who did not opt out of the action may now receive a portion of the Settlement Amount.

2. What are the settlement benefits?

The Defendants, Air Canada, Nav Canada and Halifax International Airport Authority, will pay the Settlement Amount of $18,075,000.00 CAD in full and final settlement of the claims in the Action, including class counsel fees and disbursements, in return for a comprehensive release from the Class and a dismissal of the class action. The portion of the Settlement Amount remaining after any payments to public and private health insurers, Court-approved Class Counsel fees and disbursements, and administration expenses will be distributed in accordance with the Court-approved and supervised Distribution Protocol, which is Schedule "B" to the Settlement Agreement, and can be viewed at: **[website URL]**

3. How do I receive compensation?

THERE IS NO NEED TO SUBMIT A CLAIM FORM

Class Counsel have conducted a valuation of each Class Member's claim (the "Valuation") and will deliver to each Class Member a summary of their Valuation. Class Counsel determined the Valuation based on the information and instructions provided to Class Counsel and the materials reasonably available to Class Counsel at the time of the Valuation.

Class Counsel will begin to distribute the funds to Class Members in accordance with the Distribution Protocol.

THERE IS NO NEED TO DO ANYTHING FURTHER AT THIS TIME TO RECEIVE COMPENSATION.

THE LAWYERS REPRESENTING YOU

4. How will Class Counsel be paid?

You will not have to pay any of the fees and expenses of Class Counsel. The Court granted their fee approval request, and Class Counsel's fees and expenses have been deducted from the Settlement Amount, in the total amount of $X CAD, as approved by the Court.

GETTING MORE INFORMATION

5. How do I get more information?

You can obtain more information about this case by contacting Class Counsel using the details listed below:

CFM Lawyers LLP
400-856 Homer Street
Vancouver, BC V6B 2W5
ac624@cfmlawyers.ca
Tel: 604-689-7555

Wagners
1869 Upper Water Street, 3rd Floor
Halifax, NS B3J 1S9
ClassAction@wagners.co
Tel: 902-425-7330

SETTLEMENT APPROVAL ORDER APPENDIX "C"

Phase II Notice Plan

All Phase II Notice steps will be implemented no later than thirty (30) days after the Effective Date, and in a coordinated fashion.

A. Direct Notice:

1. The Administrator will use best efforts to send a copy of the Phase II Notice to all Class Members for whom Class Counsel has contact information, by sending the Phase II Notice by email and/or regular mail to each Class Member's last known email address and/or mailing address, as applicable. Where the Administrator has both an email address and a mailing address for a Class Member, the Administrator will send the Phase II Notice by both email and regular mail. Where the Administrator has only one method of contact for a Class Member, email address or mailing address, the Administrator will send the Phase II Notice using that method.

2. Where Class Counsel is aware, based on information in its records, that a Class Member is deceased and Class Counsel has contact information for the deceased Class Member's estate trustee/executor/administrator or other legal representative (or counsel for same), the Administrator will send the Phase II Notice to that legal representative by email and/or regular mail, as contact information permits.

B. Indirect Notice:

3. Class Counsel will post the Phase II Notice on Class Counsel's website at www.wagners.co, www.cfmlawyers.ca, and www.macgillivraylaw.com.

4. Class Counsel will issue a press release describing the contents of Phase II Notice.

5. Class Counsel will provide Phase II Notice to anyone upon request.

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.

SCHEDULE "B" – PHASE I NOTICE

NOTICE OF CLASS ACTION SETTLEMENT APPROVAL HEARING

Carroll-Byrne et al. v. Air Canada et al.

Supreme Court of Nova Scotia, Hfx. No. 438657

1. NOTICE OF PROPOSED SETTLEMENT

The Plaintiffs filed this class action against Air Canada, Airbus S.A.S., Nav Canada, Halifax International Airport Authority ("HIAA"), the Attorney General of Canada, John Doe #1 and John Doe #2 (together, the "Defendants") regarding Air Canada Flight AC624, which crashed while attempting to land at the Halifax Stanfield International Airport on March 29, 2015.

A proposed settlement has been reached. If the Court approves the settlement at the hearing on June 22, 2026, all passengers who were on board Air Canada Flight AC624 when it crashed on March 29, 2015, excluding on-duty members of the flight crew and anyone who validly opted out of the class action (the "Class Members") will be eligible to receive a portion of the Settlement Amount.

At the settlement approval hearing, the Court must decide that the settlement is fair, reasonable, and in the best interests of Class Members. The hearing of the motion to approve the Settlement Agreement is on **June 22, 2026, at 11:00 a.m. AST at The Halifax Law Courts, 1815 Upper Water Street in Halifax, Nova Scotia**. On that same date, the Court will also decide on a separate motion whether to approve the payment of the legal fee and reimbursement of expenses to Class Counsel.

2. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

The Defendants, Air Canada, Nav Canada and HIAA, will pay $18,075,000.00 CAD, in full and final settlement of the claims against them, including class counsel fees and disbursements, in return for a comprehensive release from the Class and a dismissal of the class action. The Settlement Amount also includes an allocation for payment to the public and private health insurers for their subrogated claims. The Settlement Amount, less the allocation for public health and private insurers, Court-approved class counsel fees and disbursements, will be distributed in accordance with the Court-approved and supervised Distribution Protocol, which is Schedule "B" to the Settlement Agreement, and can be viewed at: [**website URL**]

By entering this settlement, the Defendants have not admitted liability – the settlement is a negotiated compromise of the parties' positions.

3. IF THE SETTLEMENT IS APPROVED, WHAT DO CLASS MEMBERS NEED TO DO?

If the Settlement Agreement is approved by the Court, Class Members will **not need to submit a claim form to receive compensation.** Class Counsel has conducted a valuation of each Class Member's claim (the "Valuation") based on the information and instructions provided to Class Counsel and the materials reasonably available to Class Counsel at the time of the Valuation. You may have already received, or can expect to shortly receive, a letter from CFM Lawyers LLP containing a summary of your Valuation.

No settlement funds will be distributed unless and until the Court approves the settlement on or after June 22, 2026. If approval is granted, distribution of the funds to Class Members will proceed in accordance with the Court-approved Distribution Protocol.

There is no need to do anything further at this time to receive compensation.

4. WHO ARE THE LAWYERS FOR THE PLAINTIFFS AND CLASS?

The law firms of CFM Lawyers LLP, Wagners, and MacGillivray Injury and Insurance Law represent the Plaintiffs and all Class Members as "Class Counsel" in this action.

When they took on this class action, Class Counsel agreed to only be paid if there was a settlement or judgment in favour of the Class. Since the action started in 2015, Class Counsel has not received payment for their legal fees in this case. If the Settlement Agreement is approved, Class Counsel will ask the Court to also approve their fees for their work and the expenses to advance this case.

5. WHAT ARE THE LEGAL FEES?

Class Counsel will ask the Court to approve a legal fee of 30% of the Settlement Amount, after deducting out-of-pocket expenses approved by the Court, plus tax. Class Counsel will also ask the Court to approve reimbursement of those out-of-pocket expenses paid to advance the action. Any Court-approved fees and expenses will be deducted from the Settlement Amount before funds are distributed to Class Members. Class Counsel will also seek approval of payment of honoraria to the Representative Plaintiffs in the amount of $2,500 each.

6. HOW WILL CLASS MEMBERS KNOW IF THE SETTLEMENT IS APPROVED?

If the Settlement Agreement is approved, CFM Lawyers LLP, acting as the Administrator, will send out a notice to Class Members where contact information is available. The notice will also be made available through Class Counsel's websites, a press release, and upon request.

7. WHAT IF YOU DO NOT AGREE WITH THE SETTLEMENT OR LEGAL FEE?

If the settlement is approved, it will be final and binding on all Class Members and the class action will be dismissed.

If you do not agree with the proposed settlement or the legal fee for Class Counsel, you can object. The Court will consider your views. To object before the hearing, you must send a written objection by mail or email to the Administrator, CFM Lawyers LLP, by **April 23, 2026**, at:

AC624 Class Action Administrator
c/o CFM Lawyers LLP
#400-856 Homer Street
Vancouver, BC V6B 2W5
Phone: 604-689-7555
Email: ac624@cfmlawyers.ca
Website URL: www.◆.ca

Your objection must include:

1. Your full name, mailing address, and email;
2. A short explanation of why you do not agree with the settlement or legal fee;
3. A statement that you believe you are a Class Member, and why you believe this; and
4. Whether you plan to attend the approval hearing.

You may also attend court on June 22, 2026, in person and, if the Court allows, you may have a chance to communicate your objection at that time.

8. DO CLASS MEMBERS HAVE TO ATTEND THE HEARING?

No, Class Members do not have to attend the hearing. The Administrator and/or Class Counsel will communicate with Class Members any updates or relevant information following the hearing.

9. WHERE CAN CLASS MEMBERS GET MORE INFORMATION?

If you have questions, you can contact CFM Lawyers LLP, the Administrator, at:

AC624 Class Action Administrator
c/o CFM Lawyers LLP
#400-856 Homer Street
Vancouver, BC V6B 2W5
Tel: 604-689-7555
Email: ac624@cfmlawyers.ca
Website URL: www.◆.ca

Or you can contact Class Counsel at:

CFM Lawyers LLP
400-856 Homer Street
Vancouver, BC V6B 2W5
ac624@cfmlawyers.ca
Tel: 604-689-7555

Wagners
1869 Upper Water Street, 3rd Floor
Halifax, NS B3J 1S9
ClassAction@wagners.co
Tel: 902- 425-7330

This notice has been approved by the Supreme Court of Nova Scotia.
DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

SCHEDULE "C" – PHASE I NOTICE PLAN

Phase I Notice Plan

All Phase I Notice steps will be implemented no later than March 23, 2026, and in a coordinated fashion.

A. Direct Notice:

1. The Administrator will use best efforts to send a copy of the Phase I Notice to all Class Members for whom Class Counsel has contact information, by sending the Phase I Notice by email and/or regular mail to each Class Member's last known email address and/or mailing address, as applicable. Where the Administrator has both an email address and a mailing address for a Class Member, the Administrator will send the Phase I Notice by both email and regular mail. Where the Administrator has only one method of contact for a Class Member, email address or mailing address, the Administrator will send the Phase I Notice using that method.

2. Where Class Counsel is aware, based on information in its records, that a Class Member is deceased and Class Counsel has contact information for the deceased Class Member's estate trustee/executor/administrator or other legal representative (or counsel for same), the Administrator will send the Phase I Notice to that legal representative by email and/or regular mail, as contact information permits.

B. Indirect Notice:

3. Class Counsel will post the Phase I Notice on Class Counsel's website at www.wagners.co, www.cfmlawyers.ca, and www.macgillivraylaw.com.

4. Class Counsel will issue a press release describing the contents of Phase I Notice.

5. Class Counsel will provide Phase I Notice to anyone upon request.

2015 Hfx No. 438657

This is Exhibit "B" referred to
in the affidavit of Kate Boyle,
affirmed before me on the 11th day
of May, 2026.

Signature

NICHOLAS HOOPER
A Barrister of the Supreme
Court of Nova Scotia

EXHIBIT "B"

SUPREME COURT OF NOVA SCOTIA
CARROLL-BYRNE et al. vs. AIR CANADA et al.
NOTICE OF OBJECTION AND REQUEST FOR DIRECTIONS
BY John "Colin" MacNeil, CLASS MEMBER

TO: THE HONOURABLE COURT AND TO: CLASS COUNSEL AND COUNSEL FOR THE DEFENDANTS

I, John "Colin" MacNeil, a member of the Settlement Class, hereby give notice of my objection to the proposed Settlement Order and Fee Approval Order scheduled for June 22, 2026. I further request that this Honourable Court exercise its supervisory jurisdiction under the *Class Proceedings Act* to address the following:

1. Request for Detailed Financial Accounting

The proposed Settlement Amount of $18,075,000.00 is presented as an "all-inclusive" sum. I request that the Court order Class Counsel to disclose:

- The specific breakdown between **Actual Damages** and the **11+ years of Pre-judgment Interest**.
- Materials and Methodology used to support the acceptance of the **Actual Damages** amount.
- The specific amount the Defendants have agreed to pay for **Legal Costs** separate from damages.
- A justification for calculating contingency fees against the statutory interest portion of the award, which accrued solely due to the passage of time.

2. Objection to the "Tiered" Distribution Protocol (Schedule B)

The proposed "1-2-3" tiered methodology is arbitrary and fails the "Fair and Reasonable" test for the following reasons:

- It creates a disproportionate disparity between tiered and non-tiered members.
- The distribution approach used was an inappropriate one, given the small finite numbers in the Plaintiff class.
- It fails to account for **consequential financial loss** and the lon g-term economic impact on households where a primary earner was severely injured.

3. Accountability for Unjustified Delay

Liability as it relates to the Plaintiffs was never a *bona fide* issue in this litigation. I object to the Class Counsel Fee on the grounds that:

- Counsel acted primarily as "spectators" to the Defendants' internal maneuvers for 11 years.
- The Class should not be penalized by high contingency fees in a case where the Defendants liability was never in question, and the years of delays harmed the Plaintiffs and provided no strategic benefit to the Class Members.

4. Objection to the Release of Class Counsel Liability
I strongly object to any provision (specifically Article 30) that mandates a waiver or release of liability for Class Counsel or the Administrator. It is a conflict of interest for Class Counsel to seek a Court-ordered shield from their own professional negligence as a condition of a settlement they negotiated.

5. Request for Appointment of Special Counsel
Given the inherent conflict of interest between Class Counsel (seeking fee approval and liability releases) and Class Members (seeking maximum equitable distribution), I request that the Court:

- **Appoint an Independent Special Counsel (Amicus Curiae)** to review the appropriateness of the Actual Damages amount, the fairness of the proposed distribution and the reasonableness of the fees.
- **Adjourn the Approval Hearing** to allow Class Members a minimum of 60 days to review the full financial disclosures.

DATED at Halifax, Nova Scotia, this 22nd day of April, 2026.

From:	Gerry Tuskey
To:	Brenna Krause
Cc:	CFM AC624; Chya Mogerman
Subject:	Re: Request for additional information regarding proposed AC 624 class action settlement
Date:	April 22, 2026 11:08:39 AM
Attachments:	image001.png

Please note this is my formal objection to the proposed settlement of damages and legal fees proposed in the action against Air Canada and others arising from the crash of AC 624. The reasons for this objection are as follows.

(1) Despite a specific request for information regarding fees and disbursements of counsel including disclosure of any premium billing element I was denied access to this information before the date that was imposed as a drop dead date for objections to be filed. It is unclear whether the deadline date of April 23, 2026 has been imposed by counsel or the court but at this point, without access to relevant information, plaintiffs have no option but to file an objection to the settlement. Counsel knows what the fees and disbursements are that will appear in their filing of May 11th but are simply avoiding disclosure until forced to do so. This follows the established pattern of selective disclosure to plaintiffs that is now clear and objectionable.

(2) When contacted by counsel in 2020 I was informed that the class would in effect be broken down into subclasses based on the severity of injuries suffered. I was told that there would be three tiers of compensation being approximately $10,000, $20,000 and $30,000 and that the net amount I could expect to receive would be approximately $8,000. I expressed my disappointment that the overall settlement would be broken into subclasses and that the overall settlement was going to be so limited. I effectively dismissed the class action suit as a failure. What counsel FAILED to disclose was that in addition to the three tiered classes there were approximately 61 individual claims (or almost half of the passengers) that were lining up to secure the vast majority of an $18 million settlement. Counsel knew 6 years ago that my proposed net settlement would be approximately $8,000 which means that counsel knew 6 years ago that it was carving up approximately $18 million. I was led to believe that the settlement would be limited when in fact counsel was aware of the probability of a significant award. I do not know what purpose was served by hiding this information but clearly counsel was not acting in the best interests of all "tiered" plaintiffs. Had this information of a significant award been made available to plaintiffs in 2020 there is a distinct possibility that certain tiered passengers would have opted out of the class action and the failure of counsel to disclose this information has prejudiced these plaintiffs.

(3) The 72 tiered plaintiffs are receiving approximately $1,230,000 of an $18 million settlement. Counsel has not disclosed how much the 61 individual claims account for in the damage award. Counsel has only disclosed in generic terms how damages were assessed. Members of the tiered subclasses deserve to know who the medically qualified persons were that carved up the class into disparate subclasses. Every passenger on AC flight 624 left the plane under their own power; no ambulance evacuation was required for any passenger. Counsel has not arrived at a settlement that is in the interest of all plaintiffs, it has arrived at a settlement which is in the interests of approximately half of the passengers. Counsel has been crafty in its communications and delivery of information to certain plaintiffs.

(4) A reasonable resolution of counsel's failure to be transparent with plaintiffs and to act in the best interests of all plaintiffs would be for the court to reallocate approximately $1,230,000 of the proposed legal fees for equal distribution among the tiered plaintiffs.

Respectfully submitted.....Gerald Tuskey

Brenna, I hope that the filed objection above adds some colour to my concerns about how CFM has handled this action. I believe CFM was reticent about how tiered plaintiffs would receive the news about the settlement being carved up and was less than candid in dealing with me and possibly other plaintiffs. A call with your office to address my concerns about lack of transparency might be enough to address my filed objection. Of course it depends on the answers I get. If CFM didn't think that the damage award in its current form and plaintiff management would be contested then you're too close to the file. I can be reached by email to schedule a call if your office chooses to do so

2015 Hfx No. 438657

This is Exhibit "C" referred to
in the affidavit of Kate Boyle,
affirmed before me on the 11th day
of May, 2026.

Signature

NICHOLAS HOOPER
A Barrister of the Supreme
Court of Nova Scotia

EXHIBIT "C"

Form 78.05

2015 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 Her Majesty the Queen in right of Canada, **JOHN DOE #I and JOHN DOE #2**

DEFENDANTS

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

Amended Order certifying the within action as a class proceeding pursuant to the *Class Proceedings Act*

BEFORE THE HONOURABLE JUSTICE ~~DENISE BOUDREAU~~ANN SMITH

THIS MOTION is made by the Plaintiffs for an Order for certification of the action as a class proceeding;

UPON READING the Second Amended Notice of Motion filed November 8, 2016; the Affidavit of Victor Lewin sworn March 31, 2016; the Affidavit of Linnae Roach sworn March 30, 2016; the Affidavit of Kathleen Carroll-Byrne sworn March 25, 2016; the Affidavit of Asher Hodara sworn March 16, 2016; the Affidavit of Malanga Georges Liboy sworn March 23, 2016; the Affidavit of Alexander Moffat sworn March 29, 2016; and the submissions filed by the parties;

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

AND UPON IT APPEARING that Air Canada, Airbus S.A.S, Nav Canada and the Halifax International Airport Authority do not oppose certification of this action on the terms set out in this Order;

AND UPON IT APPEARING that it is appropriate to certify the proceeding as a class proceeding against all of the Defendants, in that:

(a) the pleadings disclose a cause of action;

(b) there is an identifiable class of two or more persons;

(c) the claims raise common issues;

(d) a class proceeding is the preferable procedure; and

(e) there are Representative Plaintiffs who would fairly represent the Class, have produced a workable litigation plan and have no interests in conflict with the interests of other Class Members.

AND UPON the pleadings with respect to Airbus S.A.S. having been the subject of an amendment after the Certification Order was issued on December 14, 2016, and the common issues relating to Airbus S.A.S. now being revised to reflect those amended allegations in the Second Fresh as Amended Statement of Claim filed on June 16, 2022;

1. **THIS COURT ORDERS** that the action be and is hereby certified as a class proceeding against the Defendants.

2. **THIS COURT ORDERS** that the "Class" and "Class Members" be defined as:

(a) All passengers on board Air Canada Flight 624 ("Flight 624") which departed Toronto bound for Halifax to arrive on March 29, 2015, excluding any on-duty members of the Flight Crew.

3. **THIS COURT ORDERS** that Kathleen Carroll-Byrne, Asher Hodara and Malanga Georges Liboy, c/o Wagners Law Firm, 1869 Upper Water Street, Suite PH301, Pontac House, Halifax, NS B3J 1S9, be appointed as the Representative Plaintiffs of the Class.

4. **THIS COURT ORDERS** that the claims to be determined and the relief sought are as alleged in the Second Fresh as Amended Statement of Claim filed on the 20th ~~31st~~ day of June ~~August~~, 2022~~16, subject to the Court's decision of December 13, 2016~~.

5. **THIS COURT DECLARES** that the common issues certified in the action are attached to this Order as Revised Schedule "A".

6. **THIS COURT ORDERS** that the Class Members shall be given notice of the certification of this action as a class proceeding ("Notice of Certification"), in accordance with the form of the Notice of Certification, attached as Schedule "B", in the following manner:

a) sent by registered mail and, where possible, by electronic mail to each of the Class Members;

b) posted on the following websites: www.wagners.co; www.cfmlawyers.ca; and

c) provided by class counsel to any person who requests it.

7. **THIS COURT DECLARES** that it shall determine who will bear the costs of providing Notice of Certification to the Class Members.

8. **THIS COURT DECLARES** that the Notice of Certification and its distribution satisfy the requirements of s. 22(6) of the *Class Proceedings Act*.

9. **THIS COURT ORDERS** that the litigation plan attached as Schedule "C" is a workable method of advancing the proceedings, subject to clarification and amendment if required.

10. **THIS COURT ORDERS** that a Class Member may opt out of the class action by sending an Opt Out Form, attached as Schedule "D", signed by the Class Member, to class counsel on or before the deadline stipulated in the Opt Out Form.

11. **THIS COURT ORDERS** that there shall be document production on all the common issues.

12. **THIS COURT ORDERS** that the Defendants shall deliver their statements of defence no later than forty-five (45) days following the issuance of this Order.

13. **THIS COURT ORDERS** that the Defendants are permitted to bring crossclaims and counterclaims against any other Defendant.

14. **THIS COURT ORDERS** that there shall be no costs awarded on this motion.

April 10, 2025~~16~~.

Prothonotary

LISA JACKSON
Deputy Prothonotary

Consented to:

Raymond F. Wagner, K.C.
Solicitor for the Plaintiffs
Wagners Law Firm
1869 Upper Water Street
Suite PH301, Historic Properties
Halifax, Nova Scotia B3J 1S9

Christopher Hubbard
Solicitor for Airbus S.A.S.
McCarthy Tetrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto, ON M5K 1E6

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.
I hereby certify that the foregoing document, identified by the seal of the court, is a true copy of the original document on the file herein.
APR 10/2025
LISA JACKSON
Deputy Prothonotary

10. **THIS COURT ORDERS** that a Class Member may opt out of the class action by sending an Opt Out Form, attached as Schedule "D", signed by the Class Member, to class counsel on or before the deadline stipulated in the Opt Out Form.

11. **THIS COURT ORDERS** that there shall be document production on all the common issues.

12. **THIS COURT ORDERS** that the Defendants shall deliver their statements of defence no later than forty-five (45) days following the issuance of this Order.

13. **THIS COURT ORDERS** that the Defendants are permitted to bring crossclaims and counterclaims against any other Defendant.

14. **THIS COURT ORDERS** that there shall be no costs awarded on this motion.

April 10, 2025.

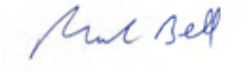
Prothonotary
LISA JACKSON
Deputy Prothonotary

Consented to:

Raymond F. Wagner, K.C.
Solicitor for the Plaintiffs
Wagners Law Firm
1869 Upper Water Street
Suite PH301, Historic Properties
Halifax, Nova Scotia B3J 1S9

Christopher Hubbard
Solicitor for Airbus S.A.S.
McCarthy Tetrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto, ON M5K 1E6

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.
I hereby certify that the foregoing document, identified by the seal of the court, is a true copy of the original document on the file herein.
APR 10 2025
LISA JACKSON
Deputy Prothonotary

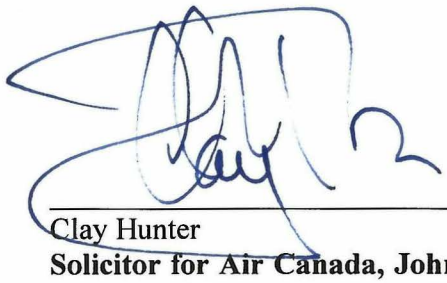


Robert B. Bell
Solicitor for Nav Canada
Lerners LLP
225 King Street West
Suite 1500
Toronto, ON M5V 3M2

Clay Hunter
Solicitor for Air Canada, John Doe #1 and John Doe #2
Paterson MacDougall LLP
1 Queen Street East
Suite 900
Toronto, ON M5C 2W5

Scott R. Campbell, K.C.
Solicitor for Halifax International Airport Authority
Stewart McKelvey
600-1741 Lower Water Street
Halifax, NS B3J 0J2

Angela Green
Solicitor for Attorney General of Canada
Department of Justice Canada
National Litigation Sector
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1



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MICHELLE L. CHAI
A Barrister of the Supreme Court of Nova Scotia

for Scott R. Campbell, K.C.
Solicitor for Halifax International Airport Authority
Stewart McKelvey
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National Litigation Sector
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1

Revised as of ~~Dec. 13, 2016~~April 7, 2025

SCHEDULE "A"
COMMON ISSUES

The following defined terms are used:

(a) **A320** – refers to the Airbus A320 series aircraft which includes the Aircraft;

(b) **Airbus** – refers to the Defendant Airbus SAS which designed, manufactured and placed in the stream of commerce the Airbus A320 aircraft involved in the Crash;

(c) **Aircraft** – refers to the subject Airbus A320-211 aircraft, bearing registration C-FTJP, utilized by Air Canada for the conduct of Flight 624;

(d) **Air Canada** – refers to the Defendant air carrier Air Canada which operated Flight 624;

(e) **Airport** – refers to Halifax Stanfield International Airport;

(f) **ATIS** – refers to the Automated Terminal Information Service provided by Nav Canada at the Airport which provides inbound aircraft with, *inter alia*, weather and runway surface condition data;

(g) **CAR** - refers to the Canadian Aviation Regulations;

(h) **Class** or **Class Members** – refers to all passengers on board Flight 624 which crashed on landing at the Airport on March 29, 2015, excluding any on-duty members of the Flight Crew;

(i) **Convention Passengers** – refers to the Class Members with whom Air Canada entered into contracts of international carriage;

(j) **Crash** – refers to the March 29, 2015 crash at Halifax Stanfield International Airport of Air Canada Flight 624;

(k) **"domestic carriage"** - refers to any carriage which does not fall within the meaning of "international carriage" as defined in the Montreal Convention and the Warsaw Convention;

(l) **Domestic Passengers** – refers to the Class Members with whom Air Canada entered into contracts of domestic carriage;

(m) **Flight 624** – refers to Air Canada Flight 624 from Toronto Pearson International Airport to Halifax Stanfield International Airport which crashed on landing at the Airport on March 29, 2015;

(n) **Flight Crew** – refers to the Captain, First Officer, and other members of the crew who exercised operational control over Flight 624;

(o) **Halifax ATC** – refers to air traffic control provided by Nav Canada at the Airport;

(p) **HIAA** – refers to the defendant Halifax International Airport Authority which operates and owns the Airport;

(q) **ILS** - refers to Instrument Landing System, a ground-based radio navigation system that provides lateral (localizer) and vertical (glide slope) guidance to aircraft flying an approach to a runway;

(r) "**international carriage**" - has the meaning such term is given in the Montreal Convention and the Warsaw Convention;

(s) **Montreal Convention** – refers to the *Convention for the Unification of Certain Rules Relating to International Carriage by Air* signed at Montreal in 1999 and which was enacted into law in Canada on November 4, 2003 by the *Carriage by Air Act*, R.S.C. 1985, Chapter C-26 as amended (the "*Carriage by Air Act*");

(t) **Nav Canada** – refers to the Defendant Nav Canada which was responsible for the provision of air navigation services at the time of the Crash;

(u) **Runway** – refers to runway 05 at Halifax Stanfield International Airport;

(v) **SMS –** refers to a Safety Management System required under the Canadian Aviation Regulations;

(w) **Transport Canada** – refers to the Minister of Transport; and

(x) **Warsaw Convention** – refers to the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw on 12 October 1929, as amended by the Protocol to Amend the *Convention for the Unification of Certain Rules Relating to International Carriage by Air* signed at Warsaw on 12 October 1929, signed at the Hague on September 28, 1955, and as adopted in Canada pursuant to the provisions of the *Carriage by Air Act*.

Air Canada

Common Issues of the Convention Passengers *vis-à-vis* Air Canada

1) Do the events of Flight 624 constitute an "accident" within the meaning of Article 17 of the Montreal Convention and Article 17 of the Warsaw

Convention such that Air Canada is liable to pay damages to the Convention Passengers for “bodily injury” caused by the “accident”?

2) If the answer to question 1 is “yes”, is the meaning of “bodily injury” the same under Article 17 of the Montreal Convention as it is under Article 17 of the Warsaw Convention? In particular, does the definition of “bodily injury” in these two Conventions encompass any of the following injuries:

   a) Post-traumatic stress disorder or any other form of recognized psychological or psychiatric condition unaccompanied by any other form of bodily injury due to physical trauma;

   b) Post-traumatic stress disorder or any other form of recognized psychological or psychiatric condition accompanied by any other form of bodily injury due to physical trauma; or

   c) Post-traumatic stress disorder or any other form of recognized psychological or psychiatric condition resulting from bodily injury sustained in the accident?

3) Did the destruction of the Convention Passengers’ baggage occur during the course of carriage by Air Canada such that Air Canada is liable for the destruction of the Convention Passengers’ baggage in accordance with Article 17(2) of the Montreal Convention and Article 18(1) of the Warsaw Convention?

4) Did an act or omission of Air Canada and/or any of its employees, excluding the Flight Crew, cause or contribute to the Crash?

5) If the answer to question 4 in relation to any employee(s) excluding the Flight Crew is “yes”, was the employee acting in the scope of his/her employment when the act or omission occurred, such that Air Canada is vicariously liable for the act or omissions?

6) Did an act or omission of the Flight Crew, for which Air Canada is vicariously liable, cause or contribute to the Crash?

7) If the answers to questions 5 and/or 6 are “yes”, can the act or omission in question be characterized as an act or omission done with the intent to cause damage or recklessly and with knowledge that damage would probably result, such that Air Canada cannot avail itself of any limits on liability, if any, pertaining to compensation for:

a) Bodily injuries and baggage loss or damage under Article 22 of the Warsaw Convention; and

b) Bodily injury and baggage loss or damage under Articles 21 and 22, respectively, of the Montreal Convention.

8) If the answer to question 7 is “no”, can the act or omission in question be characterized as negligent or wrongful such that Air Canada cannot avail itself of any limits on liability pertaining to compensation for bodily injury under Article 21 of the Montreal Convention?

Air Canada

Common Issues of the Domestic Passengers *vis-à-vis* Air Canada

9) Did Air Canada owe a duty at law to the Domestic Passengers?

10) If so, what is the standard of care required of Air Canada?

11) Did Air Canada and/or any of its employees, including the Flight Crew as applicable:

a) Inadequately train the Flight Crew on the procedures for the Airbus A320, including in particular the procedures for landing the Aircraft in the conditions present on or near the Runway at the time of the Crash;

b) Inadequately train the Flight Crew on the minimum visibility requirements required to safely land the Aircraft in the conditions present on or near the Runway at the time of the Crash;

c) Ignore and not comply with CAR 705, which requires the implementation of an SMS to identify, assess and mitigate operational risks;

d) Inadequately and incompletely assess, manage and mitigate the risks associated with non-precision approaches;

e) Adopt a non-precision approach procedure which lacked an adequate margin of safety;

f) Operate the Aircraft in such a manner that it violently struck terrain approximately 300 metres short of the Runway touchdown zone;

g) Ignore and not comply with applicable regulatory minimums as to required visibility prior to approach;

h) Choose not to abort the landing on the Runway and divert the Flight to another airport, when they knew or ought to have known that a safe touchdown was impaired or prevented by the weather conditions;

i) Choose not to request updated weather information from Halifax ATC including snowfall conditions and prevailing wind speed and direction;

j) Choose not to follow the instructions of Halifax ATC;

k) Choose not to declare an emergency and/or to alert Halifax ATC and/or the HIAA and emergency personnel in a timely manner of the true nature of the situation that arose; or

l) Operate the Aircraft without due care and skill despite knowing that damage would probably result.

12) If the answer to any of question 11(a) to (l) is “yes”, did the conduct of Air Canada constitute a breach of the standard of care?

13) Did Air Canada otherwise breach the standard of care?

14) If the answer to question 12 or 13 is “yes”, did the breach of the standard of care cause or contribute to the Crash?

Halifax International Airport Authority

15) Did HIAA owe a duty at law to the Class?

16) If so, what is the standard of care required of HIAA?

17) Did HIAA and/or any of its employees:

a) Conduct inadequate and unsafe operations by not installing an ILS on the Runway, or on runway 32, to provide both lateral and vertical guidance to aircraft on approach;

b) Inadequately and incompletely maintain and keep clear of snow a Precision Approach Path Indicator to provide vertical guidance to aircraft approaching the Runway;

c) Inadequately and incompletely install, maintain, and keep clear of snow a runway lighting system to ensure adequate visibility for pilots in conditions such as those prevailing at the time of the Crash;

d) Design the Runway, or allow and permit the Runway to be designed, without an appropriate level of safety given the weather, geography, and structures in the vicinity of the Airport;

e) Allow and permit the installation of above ground, instead of underground, power lines in the Runway approach area;

f) Conduct inadequate and unsafe operations by not installing Terminal Doppler Weather Radar, or other similar systems which would have alerted Halifax ATC and inbound aircraft in the event of wind shear or sudden changes in the direction of the prevailing winds at the airport;

g) Conduct inadequate and unsafe operations by not installing real time display systems which would have provided Halifax ATC with real time display of critical meteorological information including sudden changes in the direction of prevailing winds;

h) Keep the Runway open when it knew or ought to have known that the existing navigation aids were inadequate in the existing conditions;

i) Keep the Runway open when it knew or should have anticipated that the meteorological conditions prevailing at the Airport on the night of March 28, 2015 and early morning hours of March 29, 2015 were rapidly deteriorating, rendering the Runway unsafe for landings;

j) Inadequately and incompletely keep runway 32 clear of snow to provide a more favourable option given the prevailing winds;

k) Conduct an inadequate and incomplete inspection, test and report on the operability of the Combined Services Complex and terminal building's electric gates in the event of a power failure, so as to ensure there would be no obstacle to emergency personnel responding as soon as possible to incidents on the Runway;

l) Conduct an inadequate and incomplete installation, inspection, test and report on the Combined Services Complex and terminal building's

backup power generators, or other redundant sources of electricity in the event of a power failure at the Airport;

m) Ignore and not comply with CAR 302 which requires the implementation of an SMS to identify, assess and mitigate operational risks;

n) Inadequately and incompletely assess, manage and mitigate the risks associated with non-precision approaches;

o) Choose to not have an adequate emergency response plan in place as required under Canadian and ICAO standards;

p) Choose to not ensure that medical personnel with training in the assessment and treatment of mental trauma were available on site to assist passengers;

q) Inadequately and incompletely assess, manage and mitigate the risks associated with wind shear and rapidly changing weather conditions; or

r) Inadequately and incompletely implement, and inadequately train its employees in, emergency communication and response procedures so as to ensure that victims of crashes such as the Class are availed of third party emergency responses and shelter as quickly as possible.

18) If the answer to any of question 17(a) to (r) is “yes”, did the conduct of HIAA constitute a breach of the standard of care?

19) Did HIAA otherwise breach the standard of care?

20) If the answer to question 18 or 19 is “yes”, with respect to questions 17(a) to (d) inclusive, 17(f) to (j) inclusive, and/or 17(m), (n) and/or (q), did the breach

of the standard of care cause or contribute to the Crash? If the answer to question 18 or 19 is “yes” with respect to questions 17(e), (k), (l), (o), (p) and/or (r), could the breach of the standard of care have caused or contributed to the damages suffered by the Class?

Nav Canada

21) Did Nav Canada owe a duty at law to the Class?

22) If so, what is the standard of care required of Nav Canada?

23) Did Nav Canada and/or any of its employees:

a) Select Runway 05 as the active runway when the crosswind and tailwind components exceeded the safe limits for runway use;

b) Clear the Aircraft to land on the Runway when Halifax ATC knew or should have known the weather conditions and poor visibility conditions rendered the Runway unsafe for landing;

c) Keep the Runway open when Halifax ATC knew or should have known that the weather conditions and poor visibility conditions rendered the Runway unsafe for landing;

d) Inadequately inform the Flight Crew of the unsafe weather conditions, unserviceable equipment, and poor visibility conditions by updating the ATIS or by other means;

e) Conduct inadequate and unsafe operations by not installing Terminal Doppler Weather Radar, or other similar systems which would have alerted Halifax ATC and inbound aircraft in the event of wind shear or sudden changes in the direction of the prevailing winds at the airport;

f) Conduct inadequate and unsafe operations by not installing real time display systems which would have provided Halifax ATC with real time

display of critical meteorological information including sudden changes in the speed and direction of prevailing winds;

g) Conduct inadequate and unsafe operations by not employing tactical weather prediction techniques to anticipate and warn of sudden changes in weather and speed and wind direction;

h) Issue no or no adequate warning to the Flight Crew of the crosswind and tailwind components present on the approach to the Runway at the time of the Crash;

i) Issue no or no adequate warning to the Flight Crew that the Aircraft's speed, rate and angle of descent would result in the Aircraft landing "short";

j) Conduct inadequate and unsafe operations by not installing an ILS on the Runway, or on runway 32 to provide both lateral and vertical guidance to aircraft on approach;

k) Ignore and not comply with CAR 805 which requires implementation of an SMS to identify, assess and mitigate operational risks;

l) Inadequately and incompletely assess, manage and mitigate the risks associated with non-precision approaches; or

m) Inadequately and incompletely assess, manage and mitigate the risks associated with wind shear and rapidly changing weather conditions.

24) If the answer to any of question 23(a) to (m) is "yes", did the conduct of Nav Canada constitute a breach of the standard of care?

25) Did Nav Canada otherwise breach the standard of care?

26) If the answer to question 24 or 25 is "yes", did the breach of the standard of care cause or contribute to the Crash?

Airbus

27) Did Airbus owe a duty at law to the Class?

28) If so, what is the standard of care required of Airbus?

29) Did Airbus and/or any of its employees:

a) Defectively design and manufacture the avionics and flight management system of the Aircraft;

b) Choose not to implement temperature compensation for barometric altitude in the A320 flight management system;

c) Choose not to permit managed vertical guidance for a localizer-only approach;

~~a) Issue no or no adequate instructions regarding the risks of using the ground speed mini system in unstable weather conditions such as those present at the time of the Crash;~~

~~b)~~d) Publish no or no adequate instructions for landing the Aircraft in the conditions prevailing on the Runway at the time of the Crash;

~~c)~~e) Inadequately or incompletely train Air Canada crews, including the Flight Crew, on the landing procedures for the Airbus A320 series aircraft including the Aircraft;

~~d)~~f) Choose not to provide any or adequate training materials on the landing procedures for Airbus A320 series aircraft including the Aircraft; ~~or~~ and

~~e)~~g) Choose not to provide Air Canada with adequate information and training materials about temperature compensation for barometric altitude, the algorithms the flight management system used to fly a selected flight

path angle, or how to fly non-precision approaches in cold weather? ~~Choose not to provide any or adequate training materials on the use of the ground speed mini system in unstable weather conditions such as those present at the time of the Crash.~~

30) If the answer to any of question 29(a) to ~~(e)~~(g) is "yes", did the conduct of Airbus constitute a breach of the standard of care?

31) Did Airbus otherwise breach the standard of care?

32) If the answer to question 30 or 31 is "yes", did the breach of the standard of care cause or contribute to the Crash?

Transport Canada

33) As owner and occupier of the Airport, did Transport Canada owe a duty at law to the Class?

34) If so, what is the standard of care required of Transport Canada as the owner and occupier of the Airport?

35) Did Transport Canada and/or any of its employees:

a) Inadequately monitor HIAA's compliance with the safety requirements of the lease;

b) Choose to not ensure that HIAA had an adequate emergency response plan in place for the operation of the Airport;

c) Choose to not install an ILS for the Runway; and

d) Choose to not require that HIAA install an ILS for the Runway.

36) If the answer to any of question 35(a) to (d) is “yes”, did the conduct of Transport Canada constitute a breach of the standard of care?

37) Did Transport Canada otherwise breach the standard of care?

38) If the answer to question 36 or 37 is “yes”, did the breach of the standard of care cause or contribute to the Crash?

NOTICE OF CERTIFICATION OF THE AIR CANADA FLIGHT 624 CLASS ACTION

Revised as of Aug. 30, 2016

To: All passengers on board Air Canada Flight 624 departing from Toronto to Halifax arriving on March 29, 2015 ("Class Members")

Notice of Certification:

Class Members be advised of certification of a class action on behalf of all passengers on board Air Canada Flight 624 on March 29, 2015 which crashed upon landing at the Halifax Stanfield International Airport. All passengers and crew members survived, but some experienced personal injuries during the landing and/or the emergency response. The baggage of some passengers was lost or destroyed.

Who is included?

"Class Members" are all passengers who were on board Air Canada Flight 624 departing from Toronto to Halifax arriving on March 29, 2015.

If you are a Class Member you do not need to do anything at this point to get the benefit of any ruling on the common issues.

What is the nature of the class action?

The common issues in the claim include whether any or all of Air Canada, the Halifax International Airport Authority, Nav Canada, Airbus S.A.S. or the Attorney General of Canada (Transport Canada) are liable to the Class Members for any personal injury suffered by them, including physical injuries, psychological or psychiatric symptoms, or baggage destruction/loss. A judgment on the common issues will bind all Class Members who do not opt out.

Class counsel compensation:

Class counsel have agreed to act on the basis that they will not be paid any legal fees unless and until the class action is either settled or successfully tried to judgment and the Class Members are entitled to recover damages.

The Representative Plaintiffs have entered into a Contingency Fee Agreement with class counsel. Class counsel will apply to the court at the conclusion of the case to have their legal fees approved. Class counsel will pay for all case expenses incurred in prosecuting the case and if the case is successful, class counsel will apply to the court to be reimbursed for these case expenses. If the case is not successfully settled or tried, class counsel will not be paid or be reimbursed for any expenses.

Where can Class Members get more information?

You may contact class counsel for more information.

If you do not want to participate, you must opt out on or before the deadline stipulated in the opt out form. If you opt out you will not be entitled to share in any recovery or take the benefit of any ruling in this case.

For more information, or to access opt out forms, visit:
http://www.wagners.co/current-class-actions
or contact class counsel at the address below:

Wagners
1869 Upper Water Street
Suite PH 301, Pontac House
Historic Properties
Halifax NS B3J 1S9
Office: 902-425-7330
Toll Free: 1-800-465-8794
Fax: 902-422-1233
Email: seriousinjury@wagners.co

Representative Plaintiffs:

Kathleen Carroll-Byrne
Asher Hodara
Malanga Georges Liboy
All c/o Wagners (address provided above)

This summary notice has been approved by the Supreme Court of Nova Scotia.

Do not Contact the Court about this Certification.

SCHEDULE "C"
PLAINTIFFS' LITIGATION PLAN

Revised as of October 28, 2016

Counsel for the Plaintiffs in the within action propose the following draft plan of proceeding subject to issues of scheduling and appeals. They propose that the final plan involve input from counsel for the Defendants and this Honourable Court.

DEFINED TERMS

1. Capitalized terms that are not defined in this litigation plan (the "Plan") have the meanings given to them in the Statement of Claim, as it may be amended from time to time.

CLASS COUNSEL

2. The Plaintiffs have retained the law firms of Wagners (Halifax, NS) and Camp Fiorante Matthews Mogerman (Vancouver, BC) to prosecute this class action (collectively "Class Counsel"). Class Counsel have the requisite knowledge, skill, experience, personnel and financial resources to advance the action to resolution.

THE COMPOSITION OF THE CLASS

3. The "Class" and "Class Members" are defined as:

    (a) All passengers on board Air Canada Flight 624 ("Flight 624") which departed Toronto bound for Halifax to arrive on March 29, 2015, excluding any on-duty members of the flight crew.

NOTICE OF CERTIFICATION AND THE OPT-OUT PROCEDURE

4. The Plaintiffs propose that notification of certification, the opt out date and means of opting out ("Notice of Certification"), in the form of notice appended as Schedule "B" to the Notice of Motion, be approved by the Court and advertised to the Class by the following means:

   a) sent by registered mail and, where possible, by electronic mail to each of the Class Members;
   b) posted on the following websites: www.wagners.co; www.cfmlawyers.ca; and
   c) provided by Class Counsel to any person who requests it.

5. The Plaintiffs propose that the opt out date be set ninety (90) days after the date of the last mailing of the Notice of Certification to Class Members.

6. Air Canada will provide the Plaintiffs with the passenger manifest for the purposes of identifying Class Members entitled to receive Notice of Certification.

7. The Plaintiffs will ask the Court to determine who will bear the costs of disseminating the Notice of Certification in the above manner to the Class Members.

8. The Plaintiffs propose that opt out notices be directed to Wagners, who will report to the Court and the Defendants the number of persons who opt out by the date fixed by the Court.

REPORTING AND COMMUNICATION

9. Current information on the status of the action is posted and will be updated regularly on Wagners' website at www.wagners.co. Copies of some of the publicly filed court documents, court decisions, notices, documentation and other information relating to the action are and will be accessible from the website.

POST-CERTIFICATION CASE MANAGEMENT CONFERENCE

10. The Plaintiffs propose that a further case management conference be held within sixty (60) days of the certification order to address the following issues:

    (a) Pleadings – to ensure that pleadings are closed, that all contemplated amendments have been concluded and that all parties have been joined;

    (b) Inspection and preservation of the physical evidence – ensure that a cost sharing agreement and protocol has been established for the inspection and preservation of any physical evidence related to the accident; and

    (c) Preservation and delivery, without prejudice, to defendants of individual damages information during the common issues stage of the litigation.

CASE MANAGEMENT CONFERENCES

11. The Plaintiffs propose that there be regular case management conferences before a case management judge every three (3) months, unless the parties and the Court agree that such conferences are not required.

DISCOVERY

12. The Plaintiffs will seek the direction of the Court as to the exchange and delivery of Affidavits of Documents on the common issues, absent agreement among counsel.

13. The Plaintiffs anticipate that the documentary productions may be voluminous and propose that counsel for the parties should meet following certification to discuss ways to efficiently disclose documents to one another utilizing computer database software so that, as much as possible, documents may be produced and shared between the parties and be made available to the Court in electronic format.

14. The parties will conduct any examinations for discovery following exchange of the Affidavits of Documents within a reasonable amount of time as agreed by counsel or as determined by the Court. Examinations for discovery shall be confined to the certified common issues.

15. The Plaintiffs propose that a conference of all counsel be held following the completion of the discovery in order to address the following issues:

    (a) Refinement of the common issues for trial, including, if necessary, the addition or deletion of common issues; and

    (b) Refinement of the definition of the Class, if necessary.

DOCUMENT MANAGEMENT

16. Class Counsel will use data management systems to organize, code and manage the documents produced by the Defendants and all relevant documents in the Plaintiffs' possession.

MEDIATION

17. The Plaintiffs will participate in mediation before a mutually acceptable mediator if the Defendants are prepared to do so.

COMMON ISSUES RESOLUTION

18. The Plaintiffs propose to resolve as many of the common issues as possible before the case management judge by way of Notices to Admit, or interlocutory motions for a preliminary determination of law or fact.

EXPERTS AND EXPERT EVIDENCE

19. The Plaintiffs propose to call experts in the following areas:

    (a) Aircraft accident investigation, including cause and origin;

    (b) Proper piloting practices;

    (c) Forensic meteorology;

    (d) Airport runway design;

    (e) Air traffic control;

    (f) Aircraft design; and

    (g) Airport emergency response procedures.

20. Subject to the agreement of counsel or the direction of the Court, the Plaintiffs propose that the Plaintiffs' expert reports be served on the Defendants within one hundred and twenty (120) days after all undertakings arising out of the examinations for discovery have been concluded.

21. The Plaintiffs propose that a case management conference be held within sixty (60) days of delivery of the Plaintiffs' expert reports to establish timelines for the delivery of the Defendants' expert reports and delivery of reply reports.

TRIAL

22. The Plaintiffs propose that the common issues trial be set for a period of approximately four to five weeks and commence one hundred and twenty (120) days after the last expert reports have been served.

NOTICE OF THE RESOLUTION OF THE COMMON ISSUES

23. Assuming that the common issues are resolved in favour of the Plaintiffs, the Court will be asked:

    (a) to settle the form and content of the notice of resolution of the common issues (the "Notice of Resolution");

    (b) to prescribe the information required from Class Members in order to make an individual claim based on the judgment on the common issues, if necessary;

    (c) to declare the facts it will be necessary for Class Members to establish to succeed in individual claims, if any; and

    (d) to set a date by which Class Members will be required to file an individual claim.

24. The Plaintiffs will ask the Court to order that the Notice of Resolution be distributed substantially in accordance with the procedure for the Notice of Certification.

DAMAGES

25. The Plaintiffs propose that damages be assessed after the common liability issues have been resolved, although nothing in this Litigation Plan shall prevent sharing of information on individual damages claims with all defendants prior to

resolution of the common liability issues. With respect to Air Canada, the issue of a Class Member's entitlement to recover damages for psychological or psychiatric conditions including damages for post-traumatic stress disorder needs to be resolved as set out in the list of common issues.

26. The Plaintiffs propose that within thirty (30) days of the resolution of the common issues, the parties meet to discuss the procedure for resolution of the individual issues. In the event the parties cannot agree on the procedure, a case management conference will be convened for the purpose of setting the procedure.

FURTHER ORDERS CONCERNING THIS PLAN

27. This Plan may be amended from time to time by directions given at case management conferences or by further order of the Court.

EFFECT OF THIS PLAN

28. This Plan, as it may be revised by order of the Court from time to time, shall be binding on all Class Members whether or not they make a claim under the Plan.

SCHEDULE "D"

2015 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 Her Majesty the Queen in right of Canada, **JOHN DOE #1** and **JOHN DOE #2**

DEFENDANTS

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

OPT OUT FORM
DEADLINE – _____

I, _____, do not wish to participate in the class action against the above-named Defendants with respect to the crash of Air Canada Flight 624 on March 29, 2015.

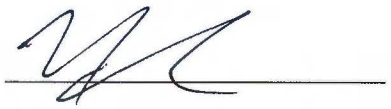
I understand that if I opt out of the class action, I will not be entitled to share in any recovery or take any benefit of any ruling in this case, but I will be free to bring my own claim if I wish. I understand that if I opt out of the class action and wish to bring my own claim, my own claim may be subject to a limitation period. I understand this Opt Out Form must be received by class counsel by _____.

My information is as follows:

Print Name of Class Member:	_____	Telephone:	_____
Address:	_____	Email address:	_____
	_____	Date:	_____
City:	_____	Signature:	_____
Province:	_____		_____

2015 Hfx No. 438657

This is Exhibit "D" referred to
in the affidavit of Kate Boyle,
affirmed before me on the 11th day
of May, 2026.



Signature

NICHOLAS HOOPER
A Barrister of the Supreme
Court of Nova Scotia

EXHIBIT "D"

2015 Hfx. No. 438657

SUPREME COURT OF NOVA SCOTIA

B E T W E E N:

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 Proceedings Act*, S.N.S. 2007, c. 28

Minutes of Case Management Conference – March 28, 2025

BEFORE THE HONOURABLE JUSTICE ANN SMITH

Appearances:

For the Plaintiffs: Ray Wagner, K.C., Peter McVey, K.C., Maddy Carter, Kate Boyle, Jamie Thornback (by MS Teams), Cae Heron (articled clerk)

For Air Canada: Melanie Comstock, K.C., Clay Hunter (both by MS Teams)

For NAV Canada: Robert Bell, Stephen Ronan (both by MS Teams)

For HIAA: Scott Campbell, K.C., Michelle Chai

For Airbus: Chris Hubbard, Chris Odell, Rachel Chan (all by MS Teams)

For The Attorney General of Canada: Angela Green, Heidi Collicutt

Minutes prepared by:

Wagners

1. **Assignment of Trial Judge**

Justice Ann Smith has been assigned to be the trial judge.

Jason Cooke, K.C. was a former law partner of Justice Smith's. The ongoing judicial conflict was declared and no one objected to Justice Smith being the trial judge.

2. **Responsibility for Minutes**

Wagners will circulate a copy of the draft Minutes of today's meeting to counsel, and then provide the final Minutes to the Court (i.e., forward to Justice Smith's Judicial Asst, Lisa Jackson).

3. **Schedule for Trial, Finish Date, Trial Readiness Conference**

Justice Smith confirmed the trial is scheduled for 45 days, from January 26, 2026 to April 15, 2026.

The Finish Date is October 22, 2025.

A Trial Readiness Conference is currently scheduled for November 21, 2025 at 9:00 a.m. AST, but this date is subject to change.

4. **Confirmation of Schedule for Trial Preparation**

The schedule for trial preparation has been confirmed as follows:

Step	**Deadline**
File consent order/motion to amend pleadings. (No parties indicated an intention to seek an amendment of the pleadings.)	April 1, 2025
Plaintiffs to file consent order to amend the common issues to align with current pleadings. (No objections raised.)	April 7, 2025

Exchange statements of expert qualifications if not previously disclosed.	April 7, 2025
Object to proposed expert qualifications and/or expert report admissibility (no date is currently held for any related motion).	April 25, 2025
Parties to request and deliver any document or electronic information considered by an expert that is in the control of a party and has not been disclosed previously.	May 1, 2025
Provide notice to the Court, parties and Transportation Safety Board of any intention to introduce the Cockpit Voice Recorder or any portion of it into evidence at trial, in compliance with the Production Order dated December 18, 2019.	May 2, 2025
Plaintiffs to advise Court of status of completion of documentary disclosure, including answers to both interrogatories & undertakings. If incomplete, party to complete by June 1, 2025.	May 16, 2025 June 1, 2025
Exchange witness lists.	June 30, 2025
Pre-trial motions: There are two. Both will be heard during a full day hearing on July 3, 2025. No further pre-trial motions are contemplated at this time. 1. *Motion by Plaintiffs for production of WSP report by HIAA* Plaintiffs to file Notice of Motion, Brief, Affidavit HIAA to file response Plaintiffs to file Reply Brief 2. *Motion by HIAA objecting to admissibility of S. Silverhart rebuttal report filed by Plaintiffs* HIAA to file Notice of Motion, Brief, Affidavit Plaintiffs to file response HIAA to file Reply Brief	**Hearing: July 3, 2025** June 6, 2025 June 20, 2025 June 27, 2025 June 6, 2025 June 20, 2025 June 27, 2025

A Joint Exhibit Book shall be prepared, with initial draft prepared by Plaintiffs:	
Exchange of draft Index • Index shall make documents easily identifiable, and their purpose(s) clear. • The parties shall discuss whether a witness is needed to prove a document; Court expects discussion well in advance of trial	September 30, 2025
Identify listed documents being objected to as to their inclusion in the joint booklet or their permitted use at trial. The party objecting will make a motion seeking inclusion in the joint exhibit booklet or a permitted use if a document is not agreed upon. The trial judge may further permit the introduction of a document through a witness at trial (for example, for impeachment or another purpose).	October 10, 2025
File Joint Exhibit Book	October 22, 2025
File Agreed Statement of Facts and Agreed Statement of Admissions Plaintiff will take the lead in drafting, saying an initial draft will take a couple of months; early replies to the draft were requested.	**Finish Date: October 22, 2025**
Pre-Trial Briefs	
Plaintiffs to file Brief	November 28, 2025
Defendants to file Briefs	December 12, 2025
Plaintiffs to file Reply Brief	January 9, 2026
Books of Authorities The trial judge does not need paper copies of book of authorities, if they can be easily located; hyperlinks in briefs are welcomed and/or the trial judge will locate authorities that have clear source citations.	

5. Plaintiffs' Application for Out-of-Province Subpoena

The Plaintiffs will be filing a consent order to obtain an out-of-province subpoena for Ms. Natasha Koshowski. No parties objected to proceeding by way of a consent order. No deadline was set, although it was agreed there is no reason to delay.

6. Resolution Efforts

Mr. Hunter informed Justice Smith that on behalf of his clients he has extended an offer to the parties to attend private mediation between June and August 2025. The Plaintiffs and HIAA have responded that they are willing to attend.

Justice Smith advised the parties of the opportunity to request a second Judicial Settlement Conference. The process is voluntary and a particular judge may be requested. Justice Smith asked to be informed if the parties wish to avail themselves of this opportunity.

7. Next Trial Management Conference

It is scheduled for October 27, 2025 at 12:30 p.m. AST.

The parties are to inform the Court in advance of any issues at that time.

If the collective view is that this meeting is not required, the parties are to inform the Court.