

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-06-000476-099

SUPERIOR COURT
(Class action)

NOELLA NEALE,

Plaintiff

v.
GROUPE AEROPLAN INC.,

-and-

AEROPLAN CANADA INC.

Defendants

SETTLEMENT AGREEMENT

SCHEDULE "B" – NOTICE OF HEARING TO APPROVE THE SETTLEMENT

Expiry of Aeroplan Miles Class Actions Proposed Settlement Agreement

A settlement has been reached, subject to Court approval, in two class actions instituted in Quebec by Noella Neale and in Saskatchewan by Thomas Douglas in respect of the change made to the Aeroplan program, on October 16, 2006, whereby the miles contained in an account will expire if the Aeroplan member has not accumulated or redeemed Aeroplan miles for a period of 12 consecutive months.

This settlement may affect your rights, whether you act or not. Please read this notice carefully.

BASIC INFORMATION

Why this notice has been published?
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The purpose of this notice is to inform you that Noella Neale and Thomas Douglas and Aeroplan, the Settling Parties, have reached a settlement putting an end to the class actions. Noella Neale, Thomas Douglas and their lawyers believe that the settlement is the best solution for the groups; they will ask the Superior Court of Québec to approve it.

The Superior Court of Québec will hold a hearing to determine whether they should approve the settlement. You may attend the hearing, which will take place on February 25, 2019 at 9:15 (a.m.) in room 16.11 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

What was the purpose of the class actions?

According to Noella Neale and Thomas Douglas, Aeroplan contravened the *Consumer Protection Act, RSQ, chapter P-40.1* by unilaterally changing the terms and conditions of the Aeroplan program on October 16, 2006 to (1) *provide for the expiry of miles if there has been no activity in a member's account for more than 12 months; and (2) retroactively ascribe the date of December 31, 2006 to miles accumulated by the members for the purpose of the new 84-month expiry rule adopted on January 1, 2007.*

Again according to the plaintiffs, the notices announcing the program changes disclosed by Aeroplan were insufficient.

Aeroplan contests these claims; it declares that it has complied at all times with the terms and conditions of the program and with the applicable legislation. Aeroplan considers its October 2006 notice program to have been sufficient and even more extensive than the industry standard of that time.

Who are the group members?

You are a group member if you meet all of the following conditions:

1. If you are a natural person;
2. If you had an Aeroplan account at October 16, 2006;
3. If your Aeroplan miles expired between July 1, 2007 and October 16, 2007 owing to there having been no activity in your account for a period of more than twelve months.

SETTLEMENT SUMMARY

What does the settlement provide for?

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, Aeroplan agrees to reinstate 2 billion miles for the eligible group members, calculated as follows:

$$\text{Eligible Account's share} = \frac{\text{Miles Expired in the Eligible Account}}{\text{The sum of the Miles Expired in all Eligible Accounts}} \times 2,000,000,000$$

How will class counsel fees of be set?

The Settling Parties have agreed that Class Counsel's fees shall be \$2,056,375 payable in three instalments:

- 1- \$770,000;
- 2- \$770,000;
- 3- \$516,375.

Am I eligible to receive compensation?

If you were an Aeroplan member on October 16, 2006, and your miles expired between July 1st, 2007 and October 15, 2007 owing to there having been no activity in your account during a period of at least twelve (12) months after October 16, 2007, you are entitled to a compensation under the settlement.

You are automatically eligible to receive compensation and no action is required by you in order to be compensated.

What will happen if the Settlement is approved?

If the settlement is approved :

1. If admissible, you will receive automatically receive in your Aeroplan account your share of the expired miles;
2. You will be bound by the class actions;
3. You will waive your right to institute a action and release Aeroplan for the change made to the Aeroplan program on October 16 2006 to (1) provide for the expiry of miles if there has been no activity in a member's account for more than 12 months; and (2) retroactively ascribe the date of December 31, 2006 to miles accumulated by the members for the purpose of the new 84-month expiry rule adopted on January 1, 2007.

OPTING OUT

If you do not wish to be bound by this Settlement for any reason whatsoever, you must take steps to exclude yourself from the group, which will result in your exclusion from the Settlement.

What happens if I exclude myself?

If you exclude yourself:

1. You will not receive any benefits under the Settlement;
2. You will not be bound by the Class Action and could exercise valid rights of action;
3. You will not be able to object to this Settlement.

What happens if I do not exclude myself?

If you do not exclude yourself:

1. You are eligible to receive benefits under this Settlement;
2. You will be bound by the Class Action;
3. You will give up the right to take your own legal action against Aeroplan; and
4. You will be able to object to the Settlement.

If you do not exclude yourself and the Settlement is approved, you give up the right to take legal action and Aeroplan for the change made to the Aeroplan program on October 16 2006 to (1) provide for the expiry of miles if there has been no activity in a member's account for more than 12 months; and (2) retroactively ascribe the date of December 31, 2006 to miles accumulated by the members for the purpose of the new 84-month expiry rule adopted on January 1, 2007.

How can I exclude myself?

To exclude yourself, you must send to the clerk of the Superior Court of Quebec, a duly signed request for exclusion containing the following information:

1. The Court docket number of the Class Action: *Neale v. Aeroplan et al.* – 500-06-000476-099;
2. Your name and contact information;
3. The name of the online platform that was used to effect the purchase;
4. Your Account number, mail and/or email address associated with their Account;

The request for exclusion must be sent by registered or certified mail before February 22, 2019 to the Court, with copy to Class Counsel, at the following addresses:

Greffe de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montreal, Quebec H2Y 1B5

Reference:

Neale v. Aeroplan et al. Class Action – 500-06-000476-099

With a copy to Class Counsel:

Mtre Anthony Merchant
MERCHANT LAW GROUP LLP
2401 Saskatchewan Drive
Regina, Saskatchewan S4P 4H8
Telephone: 306 359-7777 / Fax: 306 522-3299
Email: lcovill@merchantlaw.com

OBJECTION TO THE SETTLEMENT

You can tell the Court that you do not agree with this settlement.

How can I tell the Court that I do not agree with this settlement?

To present your objection to the Court, you must appear at the hearing that will be held on February 25, 2019 at 9:15 (a.m.) in room 16.11 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

Although you are not obligated to do so, it is also suggested that you complete and send, before the hearing, an objection form, which may be downloaded from the website of Class Counsel or may be obtained by mail (See the section “For More Information”).

Be sure to explain why you do not agree with this settlement.

Do I need a lawyer in order to object to the settlement?

No. You can object to the settlement without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

If I object to the settlement and it is approved, will I still be eligible for a payment?

Yes. If, despite your objection, the settlement is approved, you can still receive a payment if you are eligible.

FOR MORE INFORMATION

How can I obtain more information?

For more information and access to the text of the settlement, the schedules and the various forms, please go to the following websites:

- Class Counsel: www.merchantlaw.com/classactions/aeroplan.php

No other notice will be published or distributed in connection with the settlement.

In case of discrepancies between this notice and the settlement, the settlement shall prevail.

The publication of this notice has been approved by the Court.