

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-06-000845-178

SUPERIOR COURT
(Class Action Division)

DANIEL MAC DUFF

Plaintiff

v.

SUNWING VACATIONS INC.

and

SUNWING AIRLINES INC.

and

ZURICH INSURANCE COMPANY LTD.

Defendants

<p style="text-align: center;">SETTLEMENT AGREEMENT, TRANSACTION AND RELEASE Art. 590 of the Code of Civil Procedure and Art. 2631 of the Civil Code of Québec</p>
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PREAMBLE

- A. WHEREAS** Plaintiff filed a motion seeking to authorize the bringing of a class action against Defendants Sunwing Vacations Inc. ("**Sunwing Vacations**"), Sunwing Airlines Inc. ("**Sunwing Airlines**") (together, "**Sunwing**") before the Superior Court of Québec (the "**Class Action**").
- B. WHEREAS** on April 16, 2018, Justice Granosik, J.S.C., authorized the bringing of a class action against Sunwing and defined the class as follows:

Tous les consommateurs, au sens de la LPC, résidant dans la province de Québec, qui après le 10 février 2014 et jusqu'à la date d'autorisation de la présente action:

a) ont acheté et/ou obtenu des billets et/ou ont voyagé avec VACANCES SUNWING INC. et/ou LIGNES AÉRIENNES SUNWING INC., pour un vol et/ou un forfait présenté, publicisé ou décrit en utilisant le mot « champagne » [...]; et

ou tout autre membre tel que déterminé par la Cour;

- C. WHEREAS** on May 23, 2018, Plaintiff filed an Originating Application against Sunwing.
- D. WHEREAS** on April 28, 2021, Plaintiff modified its Originating Application to add Zurich Insurance Company Ltd. ("**Zurich**"), Sunwing's civil liability insurer, as a defendant in the Class Action.
- E. WHEREAS** Defendants deny all liability with respect to the facts alleged in the Class Action and Plaintiff maintains that the Class Action is well founded in fact and in law.
- F. WHEREAS** Plaintiff and Defendants (collectively, the "**Parties**") have agreed to settle the Class Action without any admission whatsoever (the "**Settlement**").
- G. WHEREAS** it is understood and agreed that the allegations of the Class Action only apply to a period ending on April 30, 2017, and that the class authorized by the Court should be redefined as: "*Tous les consommateurs, au sens de la LPC, résidant dans la province de Québec, qui entre le 10 février 2014 et le 30 avril 2017 ont acheté et/ou obtenu des billets et/ou ont voyagé avec VACANCES SUNWING INC. et/ou LIGNES AÉRIENNES SUNWING INC., pour un vol et/ou un forfait présenté, publicisé ou décrit en utilisant le mot « champagne »*" (collectively the "**Class Members**", or individually the "**Class Member**").
- H. WHEREAS** in the event that the Settlement is terminated per its provisions, or the Settlement is not approved by the Court, the Parties would revert back to their respective positions as at immediately prior to the signing of the settlement term sheet fully executed on January 21, 2022 (the "**Settlement Term Sheet**"), and the Parties understand and acknowledge that the Plaintiff may continue the Class Action against Defendants.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. PREAMBLE

1.1 The preamble and enclosed schedules form part of this Agreement, as though recited at length;

2. DEFINITIONS

As used in this Agreement, the terms set forth in this section in boldface type will have the following meanings:

2.1 “Agreement, Settlement or Settlement Agreement” means the present settlement agreement including all schedules.

2.2 “Class Action” means the class proceedings brought against Defendants before the Superior Court of Québec bearing File No. 500-06-000845-178.

2.3 “Class Counsel” means the Plaintiff’s Counsel, the law firm of Champlain Avocats.

2.4 “Class Counsel Fees” means the amount set out in section 7.1 as more fully detailed herein below.

2.5 “Class Members or Class” means any consumer residing in Québec who, between February 10, 2014 and April 30, 2017 purchased and/or obtained and/or travelled with Sunwing Vacations Inc. or Sunwing Airlines Inc. for a flight or vacation package presented, advertised or described using the term “champagne”.

2.6 “Class Representative” means the Representative Plaintiff Mr. Daniel MacDuff or any other person named in his replacement prior to the approval of this Settlement Agreement.

2.7 “Court” means the Superior Court of Québec, Justice Lukasz Granosik JCS or such other Judge to whom the Class Action may hereafter be assigned.

2.8 “Defendants” means collectively Sunwing Vacations Inc. and Sunwing Airlines Inc. and Zurich Insurance Company Ltd.

2.9 “Defendants’ Counsels” means jointly the law firms Osler, Hoskin & Harcourt LLP and Clyde & Co LLP.

2.10 “Discount” means the percentage set out in section 5.1 as more fully detailed herein below.

2.11 “Fonds” means the *Fonds d’aide aux actions collectives* (Quebec Class Action Assistance Fund).

2.12 “Notices” means the information, substantially in the form of Schedules A and B, to be disseminated or sent or made available to Class Members.

2.13 “Post-Approval Notice” means the information, substantially in the form of Schedule B, to be made available to Class Members after the Settlement Approval Hearing and upon approval of the Settlement by the Court.

2.14 “Pre-Approval Notice” means the Notice substantially in the form of Schedule A to be provided to Class Members in advance of the Settlement Approval Hearing.

2.15 “Released Parties” means Sunwing, Zurich and their respective directors, officers, shareholders, partners, representatives, employees, agents, insurers, assigns, successors, legal counsels, parent companies, related or affiliated companies, affiliates, subsidiaries, predecessors, mandataries, associates and assignees, past or present.

2.16 “Releasing Parties” means the Class Representative and any Class Members who have not opted out of the Class Action, as well as their respective heirs, executors, representatives, agents, partners, successors and assigns.

2.17 “Settlement Approval Hearing” means the hearing to be held before the Court in order to seek the approval of this Agreement.

2.18 “Sunwing Counsel” means the law firm of Osler, Hoskin & Harcourt LLP.

2.19 “Zurich Counsel” means the law firm Clyde & Co LLP.

3. APPROVAL OF THE SETTLEMENT

3.1 This Agreement is conditional upon the Court’s approval.

3.2 As soon as possible after the execution of the present Agreement, Class Counsel will bring (i) an application seeking the Court’s approval of the Notices, and to modify the class definition for consistency purposes with the present Agreement, and (ii) an application for the approval of the Agreement.

3.3 In the event that the Court does not approve the Settlement, the Parties would be restored to their respective positions as at immediately prior to the signing of the Settlement Term Sheet.

3.4 Notwithstanding the foregoing, Section 11.2 shall survive in the event that the Settlement is terminated per its provisions, or the Settlement is not approved by the Court.

4. NOTICES AND OBJECTIONS

4.1 Pre-Approval Notice. One (1) Pre-Approval Notice will be sent prior to the Settlement Approval Hearing upon approval by the Court.

4.2 Post-Approval Notice. One (1) Post-Approval Notice will be sent after the Settlement Approval Hearing and upon approval of the Settlement by the Court.

4.3 Manner of Giving Notice to the Class. Sunwing will send the Pre-Approval Notice and Post-Approval Notice to Class Members by email, provided that Sunwing is in possession of such email addresses. If the email enclosing the Notices is returned as undeliverable, or is not delivered for any reason whatsoever, there will be no further attempt to send the Notices. In addition, the Pre-Approval Notice will be made through one (1) publication in three (3) newspapers, namely La Presse, Journal de Québec and The Gazette, in a format not to exceed half a page. Furthermore, the Post-Approval Notice will be made through social media using a budget of up to CAD \$20,000 to disseminate the Post-Approval Notice, over a period of maximum sixty (60) days. For clarity purposes, the Notices will not be sent by postal service or any similar services.

4.4 Payment of Expenses Relating to Notices. Defendants will be responsible for the claims administration costs, and fees associated with the publication of the Notices, whether internal costs or costs payable to a third party. Notwithstanding the above, Class Counsel will be allowed to post the Notices and Settlement Agreement on its firm website, and responsible for the publication on the *Registre des actions collectives*, at its own expense.

4.5 Objections

4.5.1 Procedure for Objecting. Unless otherwise authorized by the Court, any Class Member who has not opted out and who intends to object to the fairness of this Agreement must do so in writing no later than twenty (20) days prior to the Settlement Approval Hearing (hereinafter the “**Objection Date**”). The written objection must be served on Class Counsel no later than the Objection Date. The written objection must include (a) a heading which refers to the MacDuff vs. Sunwing & al. Class Action and Court No. 500-06-000845-178; (b) the objector’s name, address, telephone number(s), email address(es) and, if represented by counsel, the name, address, telephone number and email address of counsel; (c) a statement whether the

objector intends to appear at the Settlement Approval Hearing, either in person or through counsel; (d) a declaration that the objector considers himself/herself to be included in the Class; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) a declaration under the penalty of perjury that the foregoing information is true and correct and (h) the objector's signature. Any Class Member who files and serves a written objection, as described above, may appear at the Settlement Approval Hearing, either in person or through counsel hired at the said Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Settlement. Unless otherwise authorized by the Court, any Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in the Class Action.

5. SETTLEMENT

5.1 Consideration. As consideration for the Settlement of the Class Action, Sunwing will offer to the Class Members a Discount of seven percent (7%) applicable to the regular or already discounted price displayed on its sunwing.ca website for:

- a) Sunwing Airlines flights or flights chartered by Sunwing Vacations departing from any city serviced by Sunwing in the Province of Québec, as well as the City of Ottawa; and
- b) Sunwing Vacations all-inclusive packages which include: (i) Sunwing Airlines flights or flights chartered by Sunwing Vacations departing from the Province of Québec or the City of Ottawa, (ii) hotel accommodation and (iii) transfers only. For clarity purposes, the Discount will not apply to ancillary and add-on products and services including, but not limited to, meals, seat upgrades, seat selection, and excursions. Furthermore, the Discount will not apply to scheduled flights that are not chartered by Sunwing Vacations.

5.2 Setting Up of a Website for the Administration of the Discount. For the purposes of administering the Discount, Sunwing will develop a booking engine hosted on the sunwing.ca domain specifically for the Settlement of the Class Action (the "**Website**"). The Website will be available within twelve (12) weeks of the approval by the Court of the Settlement. Prices shown on the Website will include the Discount.

5.3 Terms and Conditions. The Discount will be available to Class Members under the following terms and conditions:

- a. The Discount will only apply to the base fare. For clarity purposes, the Discount will not apply to taxes, surcharges and other supplementary fees.
- b. The Discount may be combined with other Sunwing promotions and there will be no blackout periods during which the Discount would not apply.
- c. The Discount applies to the entire booking booked by a Class Member, even if other passengers are not Class Members, provided that at least one Class Member is a passenger on the booking and that the booking is for a maximum of six (6) passengers, including the Class Member.
- d. The Discount will be valid for a period of three (3) years from the first date of publication of the Post-Approval Notice (the “**Settlement Period**”) provided the Class Member has previously registered with Sunwing in accordance with this Settlement Agreement.
- e. Class Members may redeem the Discount for an unlimited number of flights or all-inclusive packages during the Settlement Period, provided that each booking complies with the conditions described herein.
- f. The Discount will only apply to bookings made directly through the Website.
- g. To benefit from the Discount, Class Members will need to register on the Website within sixty (60) days following the first date of publication of Post-Approval Notice. It is understood that the Website will be available and live at the time of publication of the Post-Approval Notice. Sunwing will then proceed to verify if the registrant is a Class Member. Once verified, Sunwing will email the Class Member a user account and password to access the Website.
- h. Sunwing has the right to change the password to access the Website on a regular basis, at its sole discretion, in order to prevent fraudulent use of the Website by persons other than Class Members. Upon modification of the password, Sunwing will email registered Class Members with each new password.
- i. Sunwing has the right to cancel, without liability whatsoever and at its sole discretion, any fraudulent bookings on the Website.

5.4 No Cash Value. It is agreed and recognized that the Discount has no cash value and is not redeemable for cash.

5.5 Payment of Expenses Relating to the Discount. Sunwing shall pay any and all expenses or costs associated with the setting up and administration of the Discount, including the setting up, administration and maintenance of the Website.

6. RELEASE OF CLAIMS AND CLASS COUNSEL UNDERTAKING

6.1 Release of Class Members' Claims. As of the approval of this Settlement Agreement by the Court, each Releasing Party will be deemed to have completely released and forever discharged the Released Parties, and each of them, from and for any and all liabilities, claims, crossclaims, causes of action, rights, actions, suits, debts, damages, costs, attorneys' fees (except as otherwise provided herein), losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, relating directly or indirectly from the allegations of the Class Action ("**Released Claims**"), including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged in the Class Action or in any pleading and the disclosures and/or notices that Defendants made or failed to make to the Class Representative or the other Class Members relating directly or indirectly from the allegations of the Class Action.

6.2 Future Suits. Upon approval of this Settlement Agreement by the Court, the Class Representative and other Class Members who have not opted out shall renounce to any right to prosecute any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement and shall not seek compensation from any party that could claim contribution from the released parties. It is agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section, instituted by a Class Member who has not opted out.

6.3 Class Counsel Undertaking. Class Counsel undertakes not to pursue or directly or indirectly contribute to, in Québec and elsewhere in Canada, any claim relating to the same allegations and claims set out in the Class Action, for a class period that would include whole or part of the class period described in the preamble herein above. Class Counsel acknowledges that any contravention to this undertaking will cause Defendants to obtain the immediate refund

from Class Counsel of all Class Counsel Fees paid as per subsection 7.1 and following herein below, including GST and PST.

7. CLASS COUNSEL'S FEES, LITIGATION EXPENSES AND REIMBURSEMENTS

7.1 Class Counsel's Fees. Separately and without prejudice to the Discount offered to Class Members, Defendants accept and agree to pay class counsel fees of \$1,500,000 CAD plus applicable taxes, inclusive of all disbursements and fees, or any lesser amount ordered by the Court. It is understood that the take-up rate of the Discount offered to Class Members will not impact the payment of the Class Counsel Fees.

7.2 Time of Payment of Class Counsel Fees. Defendants will pay Class Counsel Fees to Class Counsel as provided in Section 7.1 no later than thirty (30) days following the notification of the judgment notice of the Court's judgment approving the present Settlement.

7.3 Settlement Not Conditional upon Approval of Class Counsel Fees. This Settlement is not conditional upon the approval of the Class Counsel Fees by the Court. For more clarity, should the Court refuse or reduce the amount of Class Counsel Fees approved, the Settlement will remain valid and effective.

7.4 *Fonds d'aide aux actions collectives.*

- a) Class Counsel shall reimburse, from the approved Class Counsel Fees, any amount owed to the Fonds, if any, relating to this file.
- b) It is expressly agreed and understood by the Parties that the Discount shall not constitute a liquidated claim, nor may, in any circumstances, give rise to a balance for any purpose, including a claim for reparation or compensation by Class Members or for the payment of a charge, levy or tolls by any third party, including a charge, levy or tolls contemplated by any regulation. For greater certainty, and without limitation, Defendants may terminate the Settlement Agreement pursuant to paragraph 7.4 e) of the present Settlement Agreement in the event any court recognized the existence of a remaining balance or that a percentage be withheld or payable to the Fonds in relation to the implementation of the Discount.
- c) During the implementation of the Website and the application of the Discount, and after the Settlement Agreement has been implemented and executed, there shall be no amount remaining for remittance, reparation or compensation to any Class Member or any private

or public third party and there shall be no benefit to Class Members and Class Counsel other than the Discount and the payment of Class Counsel Fees pursuant to the Settlement Agreement.

- d) At the Settlement Approval Hearing, the Parties will jointly seek from the Court an order to be included in the judgment approving the present Settlement declaring that the Settlement Agreement does not give rise to liquidated claims nor to a balance and that no percentage is due to the Fonds under any regulation, including without limitation the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, c F-3.2.0.1.1. r.2., (the “**Declaratory Order**”).
- e) In the event that the Court refuses to render the Declaratory Order or in the event the Court recognizes the existence of a remaining balance or rules that a percentage is due to the Fonds under any regulation, including without limitation the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, c F-3.2.0.1.1. r.2., the Defendants shall have, in their sole discretion, the option of declaring this Settlement Agreement null and void. Should Defendants exercise their option of declaring this Settlement Agreement null and void, it shall have no further force or effect, shall not be used as evidence or otherwise in any litigation, shall not be binding on the Parties, and the Parties would be restored to their respective positions as at immediately prior to the signing of the Settlement Term Sheet.

7.5 No Additional Amounts Due. Defendants shall not be liable for any additional attorneys’ fees, costs and expenses of Class Counsel or the Class Representative in the Class Action.

8. PUBLICITY

In issuing public statements, including responding to any inquiries from the public media concerning the Class Action and/or the settlement of the Class Action, the Class Representative, Class Counsel, Defendants, and Defendants Counsel will limit their statements to promoting the virtues of the settlement or other statements that comport with the Notices and the Agreement. Class Representative and Class Counsel shall not engage in any conduct or make any statement, directly or indirectly, that the settlement of claims contemplated by this Agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the Class Action. However, nothing shall limit the ability of Defendants or their affiliated companies to

make such public disclosures as the applicable laws require or to provide information about the settlement to government officials or its insurers/reinsurers.

9. NOTICE

Any communication, verification, or notice sent by any Party in connection with this Agreement shall be sent by email and/or facsimile as follows:

To Plaintiff:

Me Sébastien A. Paquette
Me Jérémie Martin
CHAMPLAIN AVOCATS
1434 Sainte-Catherine St. West
Suite 200
Montréal, Québec, H3G 1R4
Email:
jmartin@champlainavocats.com
spaquette@champlainavocats.com
Facsimile: 514.800.0677

To Defendants:

For Sunwing:
Éric Préfontaine
OSLER, HOSKIN & HARCOURT, LLP
1000 de la Gauchetière Street West
Suite 2100
Montréal, Québec H3B 4W5
Email: eprefontaine@osler.com
Facsimile: 514.904.8101

For Zurich:

Me Jo-Anne Demers
CLYDE & CO CANADA LLP
630, boul. René-Lévesque O.
Suite 1700
Montréal (Québec) H3B 1S6
Telephone: (514) 843-3777
Email: Jo-Anne.Demers@clydeco.ca

10. REPRESENTATIONS AND WARRANTIES

10.1 Parties Authorized to Enter into Agreement. Each person executing this Agreement represents and warrants that he or she is fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of Class Representative or Defendants covenants, warrants and represents that he or she is and has been fully authorized to do so by the Class Representative or Defendants. Class Representative and Defendants hereto further represents and warrants that they intend to be bound fully by the terms of this Agreement.

10.2 Best Efforts. Parties and their undersigned counsels agree that the terms of the Agreement reflect a good-faith settlement of disputed claims. They consider the settlement

effected by this Agreement to be fair and reasonable and will use their best efforts to seek approval of the Agreement by the Court. They each represent and warrant that they have not made, nor will they (a) attempt to void this Agreement in any way, or (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the settlement under this Agreement.

11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement, and its schedules, contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement, except certain undertakings by Class Counsel contained in the Settlement Term Sheet, which will continue to be binding on Class Counsel.

11.2 No Liability. This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission of wrongdoing or liability by any Party, such wrongdoing and liability being expressly denied and no final adjudication having been made. The Parties have entered into the Agreement solely as a compromise of all claims for the purpose of concluding the disputes between them, and the Agreement may not be used by any third party against any Party. The entering into and carrying out of the Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations (except as provided by law), and shall not be offered or received into evidence in any action or proceeding against any Party in any court, administrative agency or other tribunal for any purpose whatsoever.

11.3 Governing Law and Jurisdiction. This Agreement is intended to and shall be governed by and interpreted in accordance with the laws of the Province of Québec, Canada. The parties hereby submit to the exclusive jurisdiction of the Courts of the Province of Québec, Canada, District of Montreal, concerning any and all issues related to the interpretation, application or execution of this Agreement.

11.4 Agreement Binding on Successors in Interest. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

11.5 Execution in Counterparts. This Agreement shall become effective upon its execution by all of the parties. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

11.6 Signatures. Each person executing this Agreement warrants that such person has the full authority to do so. Signatures sent in pdf format by email will constitute sufficient execution of this Agreement.

11.7 Language. The present Settlement Agreement is available in French and English versions. In case of inconsistency, the French version of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto and their attorneys signed on the dates and at the places detailed below.

[signatures on following page]

Montreal, Quebec, Canada

April __, 2022

Éric Préfontaine
OSLER, HOSKIN & HARCOURT, LLP
1000 de la Gauchetière Street West
Suite 2100
Montréal, Québec H3B 4W5

Counsel for Sunwing Vacations Inc. and
Sunwing Airlines Inc.

City of _____

April __, 2022

Name:
Title:

Authorized representative for Sunwing
Vacations Inc. and Sunwing Airlines
Inc.

Montreal, Quebec, Canada

April 13, 2022

Clyde & Co
Me Jo-Anne Demers
Clyde & Co LLP
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Telephone: (514) 843-3777

Counsel for Zurich Insurance Company
Ltd.

City of Montreal

April 12, 2022

Maud-Julie A.
Name:
Title: *Senior claims counsel*

Authorized representative for Zurich
Insurance Company Ltd.

Montreal, Quebec, Canada

April __, 2022

Me Sébastien A. Paquette
Me Jérémie Martin
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Class Counsel

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Montreal, Quebec, Canada

April __, 2022

Daniel Mac Duff

Class Representative

**Montreal, Quebec,
Canada April 13, 2022**

OSLER, HOSKIN & HARCOURT LLP

Éric Préfontaine
OSLER, HOSKIN & HARCOURT, LLP
1000 de la Gauchetière Street West
Suite 2100
Montréal, Québec H3B 4W5

Counsel for Sunwing Vacations Inc. and
Sunwing Airlines Inc.

**City of Toronto, Ontario
April 12, 2022**



Name: Stephen Hunter
Title: President and Chief Executive
Officer (Sunwing Vacations Inc.)/
Director (Sunwing Airlines Inc.)

Authorized representative for Sunwing
Vacations Inc. and Sunwing Airlines Inc.

**Montreal, Quebec, Canada
April __, 2022**

Me Jo-Anne Demers
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Telephone: (514) 843-3777

Counsel for Zurich Insurance Company
Ltd.

**Montreal, Quebec, Canada
April __, 2022**

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Me Jérémie Martin
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1434 Sainte-Catherine St. West
Suite 200
Montréal, Québec, H3G 1R4

Class Counsel

**City of _____
April __, 2022**

Name:
Title:

Authorized representative for Zurich
Insurance Company Ltd.

**Montreal, Quebec, Canada
April __, 2022**

Daniel Mac Duff

Class Representative

Montreal, Quebec, Canada

April __, 2022

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1000 de la Gauchetière Street West
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Counsel for Sunwing Vacations Inc. and
Sunwing Airlines Inc.

City of _____

April __, 2022

Name:
Title:

Authorized representative for Sunwing
Vacations Inc. and Sunwing Airlines
Inc.

Montreal, Quebec, Canada

April 13, 2022

Clyde & Co
Me Jo-Anne Demers
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Counsel for Zurich Insurance Company
Ltd.

City of Montreal

April 12, 2022

Mand-jilli A.
Name:
Title: *Senior claims counsel*

Authorized representative for Zurich
Insurance Company Ltd.

Montreal, Quebec, Canada

April 13, 2022

Champlain avocats

Me Sébastien A. Paquette
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Suite 200
Montréal, Québec, H3G 1R4

Class Counsel
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Montreal, Quebec, Canada

April 13, 2022

Daniel Mac Duff

Daniel Mac Duff

Class Representative