

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
MR. JUSTICE PERELL

) WEDNESDAY, THE 23RD DAY
) OF FEBRUARY, 2011
)

BETWEEN:

SUZANNE LAVIER

Plaintiff

- and -

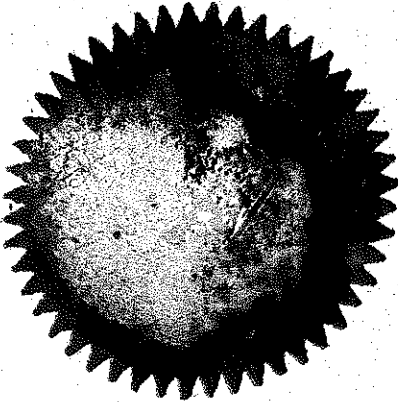
**MYTRAVEL CANADA HOLIDAYS INC. and
MYTRAVEL GROUP PLC**

Defendants

ORDER

THIS MOTION made by the Plaintiff for an Order approving the settlement of this action in accordance with the Settlement Agreement entered into with the Defendant, MyTravel Canada Holidays Inc. ("MyTravel Canada"), approving Class Counsel's fees and disbursements, and for other declaratory relief, was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario;

ON READING the materials filed and on hearing submissions of counsel for the Plaintiff and counsel for the Defendants;



1. **THIS COURT ORDERS** that the use of capitalized terms in this Order shall have the same meaning as found in the Settlement Agreement dated October 22, 2010 between the Plaintiff and the Defendant, MyTravel Canada (attached hereto as Schedule "A") except to the extent that the definition of a term in the Settlement Agreement and this Order conflict, in which case the definition of the term as set out in this Order shall govern.

2. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.

3. **THIS COURT ORDERS** that the settlement of this action on the terms set forth in the attached Settlement Agreement, including the schedules thereto, be and is hereby approved pursuant to section 29(3) of the *Class Proceedings Act, 1992* and shall be implemented in accordance with its terms.

4. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement, including the schedules thereto, is incorporated by reference into and forms part of this Order and is binding upon each member of the Class who has not opted out and his or her heirs, executors, administrators, legal representatives, successors and assigns including those persons who are under disability and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this action.

5. **THIS COURT ORDERS AND DECLARES** that, following the expiry of the period upon which to appeal this Order (the "Effective Date"), each Class Member who has not opted out shall consent and shall be deemed to have consented to the dismissal as

against the Defendants of any actions he, she or it has commenced without costs and with prejudice.

6. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, any other action commenced by any Class Member who has not validly opted out of this action shall be and is hereby dismissed against the Defendants without costs and with prejudice.

7. **THIS COURT ORDERS AND DECLARES** that each member of the Class who has not opted out and his or her heirs, executors, administrators, legal representatives, successors and assigns, have fully, finally and forever absolutely released and discharged the Defendants from and in respect of all claims released in the Settlement Agreement.

8. **THIS COURT ORDERS AND DECLARES** that in consideration of the payments made to the Public Health Insurers set out in this Settlement Agreement, Public Health Insurers shall be deemed to release and forever discharge the Defendants from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or could have been asserted by or on behalf of any Class Member related to the Action. Public Health Insurers may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or any other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Defendants in connection with the claims released in this Settlement Agreement.

9. **THIS COURT ORDERS** that NPT RicePoint Legal Services is hereby appointed as Administrator to effect the administration of the settlement in accordance with the Settlement Agreement, Compensation Grid and Claims Protocol.

10. **THIS COURT ORDERS** that NPT RicePoint Legal Services is hereby appointed as Trustee to receive the payments from MyTravel Canada contemplated by the settlement and to perform any other duties as specified in the Settlement Agreement.

11. **THIS COURT ORDERS** that the action as against MyTravel Canada be and is hereby dismissed without costs and with prejudice.

12. **THIS COURT ORDERS** that jurisdiction is retained by the Court to consider any further appropriate applications concerning the administration of the settlement.

13. **THIS COURT ORDERS** that, in accordance with section 32 of the *Class Proceedings Act, 1992*, Class Counsel's fees and disbursements are approved at \$600,000, inclusive of applicable taxes.

14. **THIS COURT ORDERS** that leave is granted for Class Counsel to make a payment to the representative plaintiff, Suzanne Lavier ("Lavier"), in the amount of \$5,000 as *quantum meruit* compensation for the time expended by Lavier in this proceeding, which amount shall be paid from the fees approved for Class Counsel pursuant to paragraph 13 above.

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SETTLEMENT AGREEMENT

Made as of the 22nd day of October, 2010

Between

SUZANNE LAVIER

- and -

MYTRAVEL CANADA HOLIDAYS INC.

WHEREAS the parties wish to settle any and all issues amongst themselves in any way relating to individuals in Canada, except Québec residents, who booked a vacation package from MyTravel Canada Holidays Inc. to Dominican Republic and stayed at the Riu Resorts (defined herein) from December 20, 2004 to March 31, 2005 and who have not previously entered into a settlement with MyTravel Canada Holidays Inc;

NOW THEREFORE the parties to this Settlement Agreement (defined below) agree to settle the issues in dispute in the Action (defined below) on the following terms and conditions:

DEFINED TERMS

1. For the purposes of this Settlement Agreement (defined herein), the following definitions apply:

- a) "Act" means the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended;
- b) "Action" means action number 05-CV-300187CP in the Ontario Court;
- c) "Administration Costs" means all costs to administer and distribute the Settlement Fund including the costs and professional fees of the Administrator, Trustee, Arbitrator (except as otherwise provided for in the

Claims Protocol) and the costs of disseminating the **Notice to the Class** all of which shall be paid from the **Settlement Fund**;

- d) **“Administrator”** means NPT Ricepoint Class Action Services appointed by the **Ontario Court** to administer the **Settlement Fund**;
- e) **“Approval Hearing”** means the hearing before the **Ontario Court** to certify the **Action** and approve the settlement of the claim;
- f) **“Approval Order”** means the Order of the **Ontario Court** approving the certification and settlement;
- g) **“Arbitration”** means the process for resolution of claims under Level 3 of the **Compensation Grid**;
- h) **“Arbitrator”** means the person jointly selected by the parties and approved by the **Ontario Court** to resolve those claims submitted for **Arbitration**;
- i) **“Care Giver Class”** or **“Care Giver Class Members”** means **Class Members** who:
 - (a) do not meet the requirements for compensation pursuant to the **Compensation Grid** under Levels 1, 2 or 3 and have not previously received compensation from MyTravel for illness while at the **Riu Resorts**;
 - (b) spent a portion of their holiday caring for a **Class Member** while at the **Riu Resorts** who meets the requirements for and can receive compensation pursuant to the **Compensation Grid** under Level 3 and who (1) booked his or her vacation package to the **Riu Resorts** under the same booking reference as the **Care Giver Class Member**, or (2) was the spouse, adult child, parent, grandparent, adult brother or adult sister of the **Care Giver Class Member**; and
 - (c) have not already been found eligible for compensation in connection with any other Level 3 claimant.
- j) **“Claims Period”** means the period of time four (4) months from the date of the publication of the **Notice**;
- k) **“Claims Protocol”** means the procedures setting out the **Administrator’s** and **Arbitrator’s** duties and responsibilities, as well as the claims and **Arbitration** process, as attached hereto as Schedule “C” to this **Settlement Agreement**;

- l) **"Class"** or **"Class Members"** means all persons in Canada, except Quebec residents, who booked a vacation package through MyTravel Canada Holidays Inc. to stay at the **Riu Resorts** in Dominican Republic between December 20, 2004 and March 31, 2005 and who have not previously signed a release with MyTravel Canada Holidays Inc.;
- m) **"Class Counsel"** means Rochon Genova LLP;
- n) **"Compensation Grid"** means the grid detailing financial compensation to **Eligible Claimants** and the availability of arbitration attached as Schedule "A" to this Settlement Agreement;
- o) **"Eligible Claimants"** means those **Class Members** who meet the requirements for compensation in accordance with the **Compensation Grid**;
- p) **"Eligible Claims"** means claims of **Class Members** who meet the requirements for compensation pursuant the **Compensation Grid**;
- q) **"Initial Counsel Fee"** means the fees, disbursements and taxes awarded to **Class Counsel** by the **Ontario Court** at the **Approval Hearing**. Pursuant to this Agreement, MyTravel agrees to pay counsel fees in the amount of \$600,000, inclusive of disbursements and applicable taxes;
- r) **"MyTravel"** means the defendant, MyTravel Canada Holidays Inc.;
- s) **"Notice"** means the notice to **Class Members** of certification and of the settlement approval hearing in accordance with a court order issued by the **Ontario Court** and providing information as to how **Class Members** may opt out and object to the Settlement, substantially in the form attached hereto as Schedule "D";
- t) **"Notice Plan"** means the plan approved by the **Ontario Court** in relation to the publishing and dissemination of the **Notice**, substantially in the form attached hereto as Schedule "B";
- u) **"Ontario Court"** means the Ontario Superior Court of Justice;
- v) **"Opt Out Deadline"** means 60 days from publication of the **Notice**;
- w) **"Public Health Insurers"** means all of the Canadian Provincial Ministries of Health, Provincial and Territorial Governments, and/or plans funding health care programs in Canada, including medical and hospital services, including the Northwest Territories, Nunavut and Yukon;
- x) **"Residue"** means the balance remaining in the **Settlement Fund** following payment of all **Eligible Claims**, **Administration Costs**, claims

of the Public Health Insurers and any fees awarded by the **Ontario Court** in addition to the **Initial Counsel Fees**;

- y) **"Riu Resorts"** means the **Riu Bachata, Riu Mambo and Riu Merengue** in Puerto Plata, Dominican Republic;
- z) **"Settlement Agreement"** means the within Settlement Agreement and Schedules;
- aa) **"Settlement Fund"** means a fund totalling \$2.25 million plus accrued interest from which all **Eligible Claims** shall be paid together with **Administration Costs**, claims of the **Public Health Insurers** and any fees awarded by the **Ontario Court** to **Class Counsel** in addition to the **Initial Counsel Fee**;
- bb) **"Trustee"** means a person designated by the **Ontario Court** to receive the **Settlement Funds** from MyTravel.

CONSENT CERTIFICATION AND APPROVAL ORDERS

2. Upon execution of this Settlement Agreement the parties shall seek the following Orders in the Ontario Court:

- a) An Order certifying the Action on consent;
- b) An Order appointing the Administrator;
- c) An Order approving the form of the Notice and the Notice Plan, and directing the publication/dissemination of the Notice in accordance with the Notice Plan;
- d) An Order dismissing the action against MyTravel Group PLC; and,
- e) An Order approving the Settlement Agreement and an order appointing the Trustee and Arbitrator;

SETTLEMENT FUND

3. Following the issuance of the Approval Order, MyTravel shall immediately pay to the Trustee the Settlement Fund to be held in trust.

4. The Trustee shall invest the Settlement Fund in a GIC issued by a Schedule 1 Canadian Bank.

5. All taxes payable on the Settlement Fund while in the hands of the Trustee shall be paid by the Trustee as may be required from time to time and any interest shall accrue to the benefit of the Settlement Fund.

COMPENSATION TO ELIGIBLE CLAIMANTS

6. Subject to paragraphs 8 and 10 of this agreement, Eligible Claimants shall be compensated in accordance with the Compensation Grid.

7. Class Member claims shall be processed by the Administrator in accordance with the Claims Protocol as attached hereto or such other protocol as may be approved by the Ontario Court.

8. The maximum total payable from the Settlement Fund to all Eligible Claimants with a Level 1 or Level 2 claim is \$800,000. If this maximum total is insufficient to pay all Level 1 and Level 2 claims in full, then the amount payable to each Eligible Claimant at Level 1 or Level 2 will be reduced on a *pro rata* basis such that each Claimant will receive a share of the maximum total of \$800,000. In such an event, no Claimant receiving less than the full amount set out in the Compensation Grid will have any claim against MyTravel for the difference between that amount and the amount actually received.

9. In the event that a Level 3 claim proceeds to Arbitration, the Arbitrator shall evaluate such claim and render a decision as to the value of such claim in accordance with the Claims Protocol.

10. MyTravel will not in any event be liable to pay any amount in addition to the Settlement Fund and the Initial Counsel Fee. If the Settlement Fund is insufficient to pay

the total claims payable to Eligible Claimants and the Public Health Insurers once Administration Costs have been paid, the amount payable to each Eligible Claimant, including those who have proceeded to Arbitration, and to the Public Health Insurers will be reduced on a *pro rata* basis and paid out of the remaining amount in the Settlement Fund. In such an event, no Claimant or Public Health Insurer receiving less than the full amount set out in the Compensation Grid will have any claim against MyTravel for the difference between that amount and the amount actually received.

COUNSEL FEES

11. In addition to the Settlement Fund, MyTravel shall pay, subject to court approval, an Initial Counsel Fee of \$600,000, inclusive of applicable taxes and disbursements. Notwithstanding the foregoing, if there is a balance in the Settlement Fund following the payment of Eligible Claims, Administration Costs and claims of the Public Health Insurers, Class Counsel may apply to the Ontario Court for additional counsel fees. MyTravel reserves the right to object to the payment of any additional counsel fees.

RESIDUE

12. If, following the full payment of:

- a) all Eligible Claims;
- b) Administration Costs;
- c) claims of the Public Health Insurers; and,
- d) additional counsel fees,

there remains a Residue in the Settlement Fund, such Residue shall be returned to MyTravel.

OPT OUTS

13. Those Class Members wishing to opt out of the Class must do so within 60 days from publication of the Notice.

14. Class Members who have commenced individual proceedings against the Defendants which are ongoing at the time of publication of Notice and who do not opt out by the Opt Out Deadline are bound by the terms of this Settlement Agreement and are deemed to have consented to a dismissal of their action without costs, whether or not the Class Member submits a claim and/or receives compensation.

15. Any persons who do not opt out are barred from commencing an action against the Defendants at a later time.

16. Those Class Members wishing to opt out of the settlement must do so by providing notice in a form to be approved by the Ontario Court prior to the Opt Out Deadline.

OBJECTORS

17. In the event that a Class Member opposes the implementation of the Settlement Agreement, including any dates provided for making any payments or taking any other action under this Settlement Agreement, he or she shall have the right to register such objection in accordance with the provisions of the Order approving the Notice.

NOTICE TO THE CLASS

18. The form and content of the Notice shall be substantially in the form as attached hereto as Schedule "D".

19. The method of dissemination/publication of the Notice shall be substantially in the form as described in the Notice Plan.

20. The parties shall co-operate, assist and undertake all reasonable actions in order to ensure that the Notice is published in a timely basis.

21. The Defendants shall pay the cost of disseminating/publishing the Notice at first instance. If the Settlement Agreement is approved by the Ontario Court, the Defendants will be reimbursed for such costs from the Settlement Fund.

PAYMENTS TO PUBLIC HEALTH INSURERS

22. The claims of the Public Health Insurers shall be assessed by the Administrator on a claim by claim basis according to the value of health services provided to Eligible Claimants only in respect of level 3 Compensation Grid claims which proceed to Arbitration, or alternatively, shall be paid from the Settlement Fund in the form of a lump-sum payment.

23. All payments made under this Settlement Agreement shall be full and final and include all obligations, payments or costs payable to the Public Health Insurers.

RELEASES

24. Following the Opt Out Deadline, each Class Member who does not opt out, whether he or she submits a claim or receives a payment under this agreement, will be deemed to have completely and unconditionally released, forever discharged and acquitted the Defendants from any and all further claims that are, were or may have been asserted in or referred to in the Action, and will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, investigation, or other proceeding in any court of law or equity, arbitration, tribunal, council, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, asserting claims:

- (a) against the Defendants in respect of an obligation released in this Settlement Agreement; or
- (b) against a third party that results in that third party seeking indemnification from any or all of the Defendants in respect of an obligation released in this Settlement Agreement. Should any Class Member commence such a claim, he or she shall indemnify and hold harmless the Defendants from any obligation to indemnify such third party, and compensate the Defendants for any legal fees or costs which may be payable in defence of such claim.

25. At the Approval Hearing, Class Counsel shall seek an Order which shall include a term releasing the claims of the Public Health Insurers generally in the following form:

In consideration of the payments made to the Public Health Insurers set out in this Settlement Agreement, Public Health Insurers shall be deemed to release and forever discharge the Defendants from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or could have been asserted by or on behalf of any Class Member related to the Action. Public Health Insurers may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or any other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Defendants in connection with the claims released in this Settlement Agreement.

NO ADMISSIONS

26. This Settlement Agreement, whether or not consummated, and any other proceedings taken pursuant to this Settlement Agreement are for settlement purposes only. Nothing in this Settlement Agreement shall be construed, offered or received and/or be deemed to be evidence of a presumption, concession of admission of any kind by any of the parties of the truth of any fact alleged or the validity of any claim or defence that has been, could have been or may be asserted in any litigation, court of law or equity, proceeding, arbitration, tribunal, council, investigation, government action, administrative forum or any other forum, or of any liability, responsibility, fault,

wrongdoing or otherwise of any of the parties except as may be required to enforce or give effect to the settlement and this Settlement Agreement.

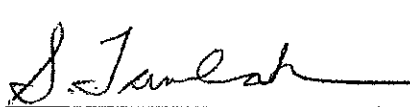
TERMINATION OF SETTLEMENT AGREEMENT

27. This Settlement Agreement shall, without notice, be automatically terminated if the Ontario Court does not approve the settlement of the Action and order certification of the Action.

28. In the event of termination due to non-approval, this Settlement Agreement shall have no further force or effect save and except for this section, which shall survive termination.

29. In the event of termination, and notwithstanding any other provision of this Settlement Agreement, all parties shall be restored to their respective positions immediately prior to the date on which the Settlement Agreement is executed by the parties. All statutes of limitation and/or repose for all claims asserted in such cases shall be deemed to have been tolled from the date of signature of this Settlement Agreement by all parties until the date of reinstatement and reactivation, or for such longer period as the law of Ontario may provide without reference to this Settlement Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Settlement Agreement to be executed on its behalf by its duly authorized counsel of record, effective as of this 22nd day of October, 2010.



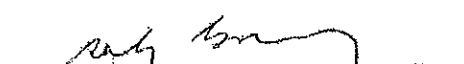
Witness



JOEL P. ROCHON, on behalf of
the Plaintiff



Witness



SALLY GOMERY, on behalf of
MyTravel Canada Holidays Inc.

Schedule "A"

| INJURY LEVEL | QUALIFYING CRITERIA AND REQUIRED DOCUMENTATION | COMPENSATION |
|---|---|---------------------------------|
| <p><u>Level 1</u></p> <p>Class Members who stayed at a Riu Resort between December 20, 2004 to March 31, 2005 for seven (7) or less days, had physical symptoms consistent with norovirus including nausea, vomiting, diarrhea and stomach cramps, low-grade fever, chills, headache, muscle aches and fatigue lasting between one (1) or more days, but did not seek medical attention.</p> <p>OR</p> <p>Class Members who stayed at a Riu Resort between December 20, 2004 to March 31, 2005 for more than seven (7) days, had physical symptoms consistent with norovirus including nausea, vomiting, diarrhea and stomach cramps, low-grade fever, chills, headache, muscle aches and fatigue lasting between one (1) and three (3) days, but did not seek medical attention.</p> | <ol style="list-style-type: none"> 1. Sworn declaration attesting to physical illness consistent with norovirus. 2. Completed claims form containing further information on illness and reason for not seeking medical attention. | <p>\$650 per Class Member</p> |
| <p><u>Level 2</u></p> <p>Class Members who stayed at a Riu Resort between December 20, 2004 to March 31, 2005 for more than seven (7) days, had physical symptoms consistent with norovirus including nausea, vomiting, diarrhea and stomach cramps, low-grade fever, chills, headache, muscle aches and fatigue lasting for four (4) or more days, but did not seek medical attention.</p> | <ol style="list-style-type: none"> 1. Sworn declaration attesting to physical illness consistent with norovirus. 2. Completed claims form containing further information on illness and reason for not seeking medical attention. | <p>\$1,250 per Class Member</p> |

| | | |
|---|---|---|
| <p><u>Level 3</u> Class Members who stayed at a Rin Resort between December 20, 2004 and March 31, 2005 and had physical symptoms consistent with norovirus including nausea, vomiting, diarrhea and stomach cramps, low-grade fever, chills, headache, muscle aches and fatigue for three (3) or more days and who sought medical treatment.</p> | <ol style="list-style-type: none"> 1. Sworn declaration attesting to physical illness consistent with norovirus; 2. Supporting contemporaneous medical documentation of physical illness showing illness was caused by or consistent with physical symptoms of norovirus. "Contemporaneous" means that medical treatment was sought during the holiday or within two weeks of the Class Member's return to Canada; 3. If out-of-pocket expenses or loss of income are claimed, supporting documentation in the form of receipts, employment/income information, etc.; and 4. Information in respect of claims from any Care Giver Class Members, up to a maximum of two (2) per Level 3 claimant (neither of whom may be entitled to compensation under Levels 1, 2 or 3 or have been found eligible for compensation in connection with any other Level 3 claimant). | <p>\$2,500 per Class Member + documented out-of-pocket expenses and loss of income together to a maximum of \$2,500 per Class Member + \$250 per Care Giver Class Member OR, ALTERNATIVELY Arbitration is available for claimants falling into Level 3 at the request of the claimant. MyTravel may also challenge a level 3 grid claim by referring the claim to arbitration</p> |
|---|---|---|

NPT⁺RICEPOINT
CLASS ACTION SERVICES

NOTICE PLAN

**SUZANNE LAVIER vs. MYTRAVEL CANADA HOLIDAYS INC.
and MYTRAVEL GROUP PLC**

Proceeding under the *Class Proceedings Act*, 1992

April 2010
Confidential

ROCHON | GENOVA LLP

CONTENTS

Introduction

Qualifications

Firm Profile

Claims Administration Services

Relevant Experience

Notice of Certification Plan

Background

Class Member Profile

Notice Strategy and Preliminary Budget

Key Personnel

Biographies

Contact Person

David A. Weir, M.B.A., President
519.854.6414

John Prueter, C.A., M.B.A., Managing Partner
519.432-3405 x 329

Tanya Durys, C.A., Manager
519.432.3405 x 355

INTRODUCTION

Thank you for the opportunity to provide you with a Notice Plan in the Lavier vs. MyTravel class action. We have enjoyed the opportunity to gain a better understanding of your requirements through this phase of the process and we look forward to further discussions.

As agreed, our plan at this stage is still at a draft level. To firm up the strategy and pricing we will need to consult with you further on Notice size, the number of publication runs, the selected media, and the overall budget.

QUALIFICATIONS**FIRM PROFILE**

Our firm has been established in London for over eight years and is comprised of twelve partners along with a combination of other supporting staff of Chartered Accountants, Certified General Accountants and students in training for each designation and program. In total, our firm has over 60 full-time employees, including the partners.

CLAIMS ADMINISTRATION SERVICES

NPT RicePoint Class Action Services offers a complete line of bilingual class action administration services for price-fixing, securities, product liability, and employment/pension settlements. These services address each phase of the settlement process, from designing custom websites & databases for claimants to administering the Notification, Claims Processing and Settlement Distribution stages of a case.

Website & Database Design

- Custom Web-Sites
- Custom Data Base Systems
- Custom Notification Programs
- Custom Claims Processing Programs

Notification Procedures

- Design & Print Notices and Claim Forms
- Place Notices & Claim Forms
- Locating Current Addresses
- Place Summary Publications in Media
- Institute Call Center

Claims Processing

- Verify Data
- Document Claims
- Maintain Claimant Data
- Validate Claims & Settlement Amounts
- Calculate Claim Amounts under Plans of Allocation

Settlement Distribution

- Verification of Claims & Distribution Amount
- Preparation & Distribution of Settlement Cheques
- Reconciliation of Distribution Amounts
- Preparation of Final Reports
- Tax Compliance & Administration of Qualified Settlement Funds

RELEVANT EXPERIENCE

NPT RicePoint is an experienced team of certified public accountants, information technology experts, data entry personnel, call center attendants and direct mail specialists. We have long-standing alliances with established financial institutions to manage settlement funds, and have solid relationships with highly qualified and secure printers.

Backed by one of the largest independent and respected CA firms in the Southwestern Ontario region, members of the NPT RicePoint group have been appointed as the Administrator on 19 settlements of varying size and complexity over the last 8 years.

- CP Ships Limited Securities – active
- SunOpta Inc. Securities – active
- TVI Pacific Securities - active
- Tequin (pharmaceutical) - active
- Hydrogen Peroxide - active
- Sodium Erythorbate
- Lysine
- Maltol
- Monosodium Glutamate (MSG)
- Monochloroacetic Acid (MCAA)
- Polyester Staple
- Rubber
- Polyester Polyals (PP)
- Polychloroprene (PCP)
- Ethylene Propylene Diene Monomer (EPDM)
- Carbonless Paper
- Copper
- Linerboard/Corrugated Material
- Fireplace Replacements in Middlesex Condominium

Our experience also includes an appointment by the Ontario Superior Court of Justice to act as an independent monitoring authority in a class proceeding involving water contamination in the Municipality of Brockton.

NOTICE PLAN

BACKGROUND

To gather the background information necessary to design this Notice Plan, we referred to the following sources: the Certification Reasons, a copy of a Defence affidavit and Statistics Canada.

- The Riu Bachata, Riu Merengue and Riu Mambo are resort hotels in Puerto Plata in the Dominican Republic
- The Bachata is a five-star resort. The Merengue and the Mambo are rated four-and-a-half stars
- Vacation packages typically consist of air and ground transportation plus hotel accommodation
- Travel took place between December 20, 2004 and March 31, 2005
- There are approximately 4,000 people in the Class.
- Approximately 75% of class members departed from airports in Ontario
- The majority of the all inclusive trips are paid for using credit cards.
- About 95% of MyTravel Canada vacation packages are booked through travel agents. The remaining bookings are made by employees of MyTravel Canada for friends and family members, or by members of the public directly through the company website.
- There are approximately 5,000 travel agencies in Canada. 40% (2,000) of these agencies are in Ontario and 20% (1,000) are in British Columbia.
- In any given year, almost all of the 5,000 travel agencies across the country book one of more vacation packages for their customers through MyTravel Canada
- MyTravel Canada maintains a travel agent website for each of its brands providing full details about its packages.

CLASS MEMBER PROFILE

Using the background information in the preceding section, along with our own knowledge and experience in drafting notice plans and administering class actions, we were able to establish the following class member profile:

Demographics:

- Adults 25-45 (includes 14+ million Canadians)
- Household income \$50,000-\$100,000 (all-inclusive packages are an affordable travel option)
- Female skew (research indicates that females are often the decision makers in the household)
- Canadian national with a focus on major markets

Behaviour: (Sources: Statistics Canada, PhoCusWright, Canadian Advertising Research Foundation)

- 7 out of 10 Canadians purchase inclusive packages through a travel agent
- 55% of travelers indicated that they first "window shopped" prices online before booking
- On average adults 25-35 spend 63 minutes online a day
- Nearly 1/3 of Canadian travel was booked online in 2008

NOTICE STRATEGY**Challenges:**

- Travel took place in early 2005 so accurate address information may be a challenge.
- MyTravel is unable to provide full contact information for Class Members. Industry practice is for Travel Agents to retain complete client profiles and only provide the client name to travel wholesalers at the time of booking.
- Like many small businesses, Travel Agents retain only current and previous year records on-site. All other years are either stored off-site or in archived files that require additional time to access.
- The busy period for Travel Agencies is between January 15 and March 30. Any Notification efforts during this period will receive limited attention.

Recognizing these challenges, we are proposing a five phase Notice of Certification plan:

1. Targeted outreach to Travel Agencies
2. Direct Notice to Class Members
3. Print Notice in National and Regional Newspapers
4. Online Notice
5. E-blast to Travel Agents.

| Phase | Steps | Preliminary Budget |
|--|--|--|
| 1. Targeted outreach to Travel Agents. | <ol style="list-style-type: none"> Defendant to provide a list of contact information for Travel Agents approved to sell My Travel vacation packages. Information to include fax number and email address of each Agency. Format/cleanse data for transmission. Design letter with approval from Counsel. The letter will ask for the assistance of each Agency in advising their clients of the certified class action and of class members' right to exclude themselves from the class action. The letter will also provide contact information for the Administrator who Class Members can contact for further information or to provide their contact information so they can be notified directly with details on what they must do to participate in the class action. Send letter via fax and/or email to each Agency (decision on fax or email transmission will depend on the quality of the Defendant data). | Assumptions: <ul style="list-style-type: none"> 5,000 letters One page Estimate: <ul style="list-style-type: none"> \$1,000 - \$2,000 |
| 2. Direct Notice | <ol style="list-style-type: none"> Design Claim Package – Cover Letter, Notice, Claim Form, Opt Out – with approval from Counsel. Print Claim Packages. Mail Claim Package via Canada Post First Class Mail to all class members for whom a mailing address is available, and to all individuals captured through phases 1 and 3 of the campaign. | Assumptions: <ul style="list-style-type: none"> 1,000 Notices 50 grams or less (cover letter, notice, claim form) approx 7 pages plus envelope Estimate: <ul style="list-style-type: none"> \$4,000 - \$5,000 |
| 3. Print Notice <i>The intent of this part of the campaign is to capture those class members who were missed in phase 1 because of outdated address information or missing records. Since the majority of Class Members departed from airports in Ontario the print campaign will follow the same pattern</i> | <ol style="list-style-type: none"> Format notice for publication Negotiate rates and placement <p>National Newspapers:</p> <ul style="list-style-type: none"> Placement in the Legal Section of the Globe & Mail and the National Post on one Saturday. <p>Regional Papers:</p> <ul style="list-style-type: none"> Placement in the "A" Section of the Vancouver Sun, Calgary Herald, Toronto Star, Ottawa Citizen, Hamilton Spectator, Windsor Star, London Free Press, Halifax Chronicle | Assumption: <ul style="list-style-type: none"> 8 point Estimate: <ul style="list-style-type: none"> \$25,000 - \$30,000 |
| 4. Online Notice | <ol style="list-style-type: none"> Settlement documents – Notice, Claim Form, Opt Out, FAQ's will be maintained at www.nptricepoint.com Option to setup case specific URL i.e www.mytravelclassaction.com | Assumptions: <ul style="list-style-type: none"> Design/mtnce 12 months hosting Estimate: <ul style="list-style-type: none"> Nptricepoint - \$1,200 Dedicated URL - \$1,500 |
| 5. E-blast to Travel Agents via list rental <i>The intent of this part of the campaign is to act as a follow-up to Phase 1.</i> | | Assumption: <ul style="list-style-type: none"> One email to 5,000 Agents in Canada using a rented list Estimate: <ul style="list-style-type: none"> \$2,000 |

KEY PERSONNEL

David A. Weir, M.B.A.
President, NPT RicePoint Class Action Services

Education

- Master of Business Administration – Richard Ivey School of Business - 1998
- Business Administration Diploma – Wilfrid Laurier University – 1989
- Bachelor of Arts – Wilfrid Laurier University - 1988
- Canadian Securities Course - 1993

Responsibilities

David is the President of NPT-RicePoint. In addition to his business development responsibilities, David is focused on the day of day management of administrations. It is through this hands-on approach that new ideas for driving efficiencies and improvement on take-up rates are discovered. David's commitment to senior level involvement in cases also ensures that Clients are able to fully remove themselves from case administration.

Experience

Following university, David worked in Toronto for Bell Canada. Over 12 years at Bell, David took on progressively senior roles. As Vice-President of Strategic Planning for Bell's national sales unit, David worked at the senior levels with leaders of Canadian Banks to design and deliver leading edge technology solutions. As Vice-President of Capital Investment, David led the redesign of Bell's \$3.5 billion capital allocation model.

Fulfilling an entrepreneurial desire, David founded RicePoint Class Action Services Inc. four years ago. Working within a partner organization, RicePoint's initial focus was in the delivery of data management, printing and distribution services. After several years, RicePoint became fully independent and expanded its services to become a full service claims administrator focused on improving take-up rates through the use of technology and one to one marketing.

In 2009, RicePoint Class Action Services Inc. merged with NPT Administration Inc. This merger delivered immediate gains in capacity and efficiency while also offering Clients an increased level of senior leadership to consult with.

Professional and Community Service

- Treasurer, St John Ambulance - Present
- Rotary of London 2005 - Present
- Big Brothers of London – Board of Directors 2002 – 2005
- Past Member – Engineering & Science Advisory Council – University of Western Ontario
- Executive Sponsor – Canada 2001 Summer Games 1998 – 2001
- Big Brothers – Ten year Big Brother with Big Brothers of Kitchener-Waterloo 1987 – 1997
- Toastmasters International – CTM 1993 – 1996

John D. R. Prueter, C.A., M.B.A.
Managing Partner, Neal, Pallett & Townsend LLP

Education

- Master of Business Administration – Richard Ivey School of Business - 1997
- Chartered Accountant - 1986
- Canadian Securities Course - 1984
- Bachelor of Commerce with Honours, Queen's University - 1984

Responsibilities

John is the Managing Partner of Neal, Pallett & Townsend LLP as well as a full service partner providing business services to individuals and corporations, including accounting, auditing, tax, estate planning and general business advice. John has been the partner in charge of the Class Action Administration business of the firm since its inception in 2000.

Experience

John has been in public accounting for over twenty five years. He is responsible for many small to medium sized owner managed businesses, publicly listed clients, professionals and individuals, offering full business services to them with a high level of personal service.

John's past experiences have included involvement with public offerings, information circulars, prospectuses and related information and direct audit experience with large not-for-profit organizations and institutions, universities, pension plans, and other publicly traded corporations.

John has managed many different class action administrations involving alleged price fixing, securities and pension related cases with varying degrees of complexities.

John is a graduate of the executive MBA program at the Richard Ivey School of Business. This additional training and experience benefits all clients and engagements.

Professional and Community Service

- Canadian Institute of Chartered Accountants
- Ontario Institute of Chartered Accountants
- Institute of Chartered Accountants of Western Ontario
- Member of the London Hunt and Country Club
- Member of the London Club
- Past Chairman of the London Health Sciences Foundation
- Past Treasurer of Westminster College

Tanya A.J. Durys, C.A.
Manager, Neal, Pallett & Townsend LLP

Education

- University of Western Ontario – B.A. – 1996
- Wilfrid Laurier University – Diploma in Accounting – 2001
- Institute of Chartered Accountants of Ontario - Chartered Accountant – 2002

Responsibilities

As Tax Manager, Tanya works closely with the firm's Tax Partners, mainly providing cross border compliance and planning support for clients, as well as Estate and Corporate Taxation services.

Tanya also manages the Class Action Administration department of Neal, Pallett & Townsend LLP.

Experience

Tanya has been in public accounting for over 10 years. Since earning her CA designation, Tanya has directed her professional focus to the area of taxation, including cross border taxation of individuals and corporations, estates, claims administration, and litigation support services. She has developed and presented taxation training programs and seminars, both for the firm and other organizations in the community.

Professional and Community Service

- Canadian Institute of Chartered Accountants - Member
- Ontario Institute of Chartered Accountants - Member
- Tax Foundation of Canada - Member
- Board of Directors and Finance Committee – ChildREACH – 2004 - 2007

Thank you again for the opportunity to provide you with a proposal for the Notice Plan in the Lavier vs. MyTravel class action.

Respectfully submitted,



David A. Weir

NPT RicePoint Class Action Services
633 Colborne Street
Suite 300
London, ON N6B 2V3

Dated: April 8, 2010

Approved:

Representative of Counsel

Date

Schedule "C"

CLAIMS PROTOCOL

1. Capitalized terms used herein without definitions have the meanings given to them in the Agreement.

CLAIMS ADMINSTRATOR AND ARBITRATOR

2. The Administrator's duties and responsibilities shall include the following:
 - a) establishing, with the collaboration of Class Counsel, and maintaining a settlement website;
 - b) establishing and staffing a claims centre with bilingual services;
 - c) implementing systems and procedures for receiving, processing, evaluating and making decisions respecting claims, and reporting to Class Counsel, MyTravel Canada Holidays Inc. and to the Ontario Court respecting claims received and administered;
 - d) providing training and instructing personnel in such reasonable numbers as shall be required for the performance of its duties;
 - e) keeping or causing to be kept accurate accounts of its activities and its administration of the Agreement, and preparing such reports and records that may be required pursuant to the Agreement and by the Ontario Court;
 - f) working with Class Members, to help ensure proper completion of all necessary forms;
 - g) receiving and responding to inquiries and correspondence respecting claims, supplying forms, reviewing and evaluating all claims, requisitioning payment from the Trustee and ensuring such payments are made in accordance with the provisions of the Agreement,
 - h) communicating with claimants, Class Counsel, MyTravel Canada Holidays Inc., the Trustee and the Arbitrator;
 - i) assisting Class Counsel, as may be required, in relation to seeking approval from the Ontario Court for the proposed distribution; and
 - j) such other duties and responsibilities as Class Counsel or the Ontario Court may from time to time order or direct.

3. The duties and responsibilities of the Arbitrator appointed by the Ontario Court shall include the following:
 - a) conducting all Arbitrations as may be requested by level 3 claimants under the Compensation Grid or MyTravel Canada Holidays Inc.;
 - b) providing information to level 3 claimants in relation to the Arbitration;
 - c) communicating with level 3 claimants, Class Counsel, MyTravel Canada Holidays Inc. and the Administrator;
 - d) such other duties and responsibilities as the Ontario Court may from time to time order or direct.
4. In considering a claim or an Arbitration, the Administrator and the Arbitrator shall have the jurisdiction to deal with all matters relating to the claim or the Arbitration including, without limitation, the jurisdiction to:
 - a) determine any question of law;
 - b) determine any question of fact and to hear from witnesses;
 - c) determine any question of the jurisdiction of the Administrator or the Arbitrator;
 - d) determine and direct the procedure to be followed in the conduct of an Arbitration;
 - e) determine the admissibility, relevance and weight of any evidence.

The Administrator and Arbitration shall make their determinations on a balance of probabilities based on all of the materials and oral evidence, if available, before the Administrator or Arbitrator.

CLAIMS PERIOD

5. Subject to paragraphs 7 and 21, the Claims Period shall end on 5:00 p.m. eastern standard time, four (4) months from the date of the publication of the Notice, or such other date as is established by the Ontario Court.
6. Claimants are eligible to receive payment only if their claim form is received by the Administrator by the end of the Claims Period, unless such deadline is extended by the parties on consent or through court order.

ADDITIONAL INFORMATION

7. The Administrator and the Arbitrator shall have the right to request further information from a claimant if the completed claim form is ambiguous, unclear, or incomplete, or if there are insufficient documents to support the claim made. Claimants will be permitted a further 60 days to provide such information or documents. The extension granted shall be set out in the letter requesting the additional information or documents.

THE ADMINISTRATOR'S ASSESSMENT

8. The Administrator shall have thirty (30) days to review level 1 and 2 claims for completion and to make a decision on eligibility.
9. Within seven (7) days of receipt of a level 3 claim, the Administrator shall provide a copy of the claim to Class Counsel and defence counsel. Defence counsel will have fifteen (15) days to review the claim and will have the opportunity to i) make submissions to the Administrator as to whether the claim is eligible for compensation at level 3, or ii) challenge the claim by referring the claim to arbitration. The claimant and Class Counsel will have fifteen (15) days to reply to defence counsel's assessment. In the event the claim is challenged to arbitration, the procedures set out in paragraphs 12 to 20 shall apply.
10. The Administrator shall advise the level 3 claimant (copies to Class Counsel and defence counsel), of his or her decision in writing, and the amount determined to be payable within 30 days of the receipt of the claim, or the receipt of additional information requested pursuant to paragraph 7, or any submissions from defence counsel or Class Counsel, whichever is later, unless otherwise ordered by the Ontario Court.
11. The decision of the Administrator shall be final and binding.

ARBITRATION

12. If a level 3 claimant requests Arbitration, or defence counsel challenges a level 3 claim, the Administrator shall forward the claim form and supporting materials to the Arbitrator, with a copy to Class Counsel and defence counsel.
13. Unless the claimant elects otherwise, the Arbitration will be conducted based on written materials alone. However, if requested by the claimant, oral evidence may be provided.

14. Defence counsel will have fifteen (15) days to review the claim and any written material and to make written submissions to the Arbitrator as to whether the claim is eligible for compensation at level 3 or on the quantum of compensation. The claimant and Class Counsel will have fifteen (15) days to reply to defence counsel's assessment.
15. If the claimant elects to proceed with an in-person Arbitration, defence counsel will be entitled to make submissions at the Arbitration.
16. Arbitrations shall be completed within ninety (90) days of receipt of the claim form and supporting documentation by the Arbitrator, unless otherwise ordered by the Ontario Court.
17. The Arbitrator shall advise the claimant (with a copy to the Administrator, Class Counsel and defence counsel), of his or her decision in writing, and the amount determined to be payable. A decision shall be rendered in each Arbitration within 30 days of the Arbitration.
18. The amount payable to an Eligible Claimant in an Arbitration shall be based on legal principles in relation to quantum determination applicable in the jurisdiction in which the Eligible Claimant resides.
19. The Arbitrator shall have the discretion to award costs on any arbitration against the claimant or MyTravel Canada Holidays Inc., including the fees of the Arbitrator, such discretion only to be exercised where a party to the arbitration has taken a frivolous, vexatious or abusive position.
20. The decision of the Arbitrator shall be final, and may not be the subject of any appeal.

DISTRIBUTIONS

21. Within 30 days of the resolution of all claims and Arbitrations, the Administrator will determine the amount payable to each claimant and Public Health Insurers, if required. The Administrator shall report to the Ontario Court on the proposed distribution to each claimant and Public Health Insurers, if required, on notice to Class Counsel and MyTravel Canada Holidays Inc. No amounts shall be distributed by the Administrator until the Ontario Court grants approval of the proposed distribution.

DIRECTIONS

22. On the consent of Class Counsel and Defence Counsel, the Administrator and Arbitrator may waive any technical deficiencies in Claim Forms or *de minimus* breaches of the filing deadlines set out in this document.

23. **The Administrator, Arbitrator, Class Counsel or Defence Counsel may apply to the Ontario Court for directions as to the Claims Protocol as necessary.**

Class Action Certification and Proposed Settlement for Travelers to Riu Resorts* in the Dominican Republic

**Includes Riu Bachata, Riu Mambo and Riu Merengue resorts in Puerto Plata, Dominican Republic.*

A settlement has been reached in a class action lawsuit alleging that MyTravel Canada Holidays Inc. ("MyTravel") booked holiday packages to the Riu Resorts for stays between December 20, 2004 to March 31, 2005 while an outbreak of the norovirus was occurring at the Resorts. The settlement provides benefits to anyone who purchased a package holiday from MyTravel to stay at a Riu Resort during this period and who had physical symptoms consistent with norovirus or who provided care to such a person during their holiday. The settlement doesn't mean that any law was broken or that MyTravel did anything wrong.

WHO'S INCLUDED?

For the purposes of giving effect to the settlement, the proceeding has been certified as a class action. The Class includes all persons in Canada, except Québec, who booked a vacation package through MyTravel to stay at a Riu Resort in the Dominican Republic between December 20, 2004 and March 31, 2005 and who have not previously signed a release with MyTravel.

If you're included in the Class, you may send in a claim form to request a payment, or opt out of the settlement, or object to it. The Ontario Superior Court of Justice approved this notice, and will have a hearing to decide whether to approve the settlement, so that benefits can be issued. You are encouraged to read the detailed notice which provides more information about the settlement and your legal rights. A detailed notice is available at [www.\[insertwebsite\].ca](http://www.[insertwebsite].ca).

WHAT DOES THE SETTLEMENT PROVIDE?

The proposed settlement creates a settlement fund of \$2.25 million from which eligible class members will receive compensation. Eligible class members who suffered physical symptoms consistent with norovirus will receive payments of up to \$2,500. Additionally, travelers who provided care to a class member who suffered physical symptoms consistent with norovirus are eligible to receive \$250. The settlement also provides an opportunity for eligible class members to request arbitration in more serious cases which resulted in medical treatment and potential loss of income. A more detailed breakdown of the benefits and eligibility criteria as well as additional details about the settlement are contained in the Settlement Agreement and Compensation Grid which are available at [www.\[insertname\].com](http://www.[insertname].com).

HOW DO YOU ASK FOR BENEFITS?

To request compensation for sustaining physical symptoms consistent with norovirus or for caring for a class member who sustained physical symptoms consistent with norovirus, you must complete and submit a claim form. You can submit a claim form by mail, fax or by visiting [www.\[insertwebsite\].com](http://www.[insertwebsite].com). The claim form describes what documentation you must provide to prove your claim and receive payment. Please read the instructions carefully, fill out the claim form, and submit it online, mail or fax it postmarked no later than • to the address on the form. Other important deadlines affecting your legal and other rights are detailed below.

WHAT ARE YOUR OTHER RIGHTS?

If you don't want to be legally bound by the certification order and proposed settlement, you must opt out by •, or you won't be able to start a lawsuit against MyTravel on your own about the legal claims in this case. If you opt out, you can't get any benefits from the settlement. If you do not opt out, you may still object to the settlement •. If you are considering making an objection or opting out, please refer to the detailed notice at [www.\[insertwebsite\].com](http://www.[insertwebsite].com).

The Ontario Superior Court of Justice will hold a hearing on • to approve the settlement. At this hearing, the Court will also consider a request by Class Counsel for the payment of fees of •.

WHO REPRESENTS YOU?

Class members are represented by the law firm of Rochon Genova LLP. If you have any questions about the settlement, please contact Rochon Genova LLP at:

121 Richmond St. W, Suite 900
Toronto, Ontario M5H 2K1
(416) 363-1867 or toll free at 1-866-881-2292
www.rochongenova.com

WHERE CAN CLASS MEMBERS GET MORE INFORMATION?

For more information, visit [www.\[insertwebsite\].com](http://www.[insertwebsite].com) or contact the Administrator at the address listed below.

NPT Ricepoint Legal Services
633 Colborne Street, Suite 300
London, Ontario N6B 2V3
Phone: (519) 432-5534
Fax: (519) 432-6544
Email: info@nptricepoint.com
www.nptricepoint.com

SUZANNE LAVIER
(Plaintiff)

v.

MY TRAVEL CANADA HOLIDAYS INC. et al.
(Defendants)

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDINGS COMMENCED AT
TORONTO

ORDER

ROCHON GENOVA LLP
Barristers • Avocats
121 Richmond St. West
Suite 900
Toronto, Ontario
M5H 2K1

Joel P. Rochon (LSUC#: 28222Q)
Sakie Tambakos (LSUC#: 48626U)
Tel: (416) 363-1867
Fax: (416) 363-0263

Lawyers for the Plaintiff