

Form 78.05

2015

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S. 1
I hereby certify that the foregoing document,
identified by the seal of the court, is a true
copy of the original document on the file herein.

DEC 14 2016

SUPREME COURT OF NOVA SCOTIA
Tamara Boudry
Deputy Prothonotary

Hfx. No. 438657

BETWEEN:

**KATHLEEN CARROLL-BYRNE, ASHER HODARA and
GEORGES LIBOY**

PLAINTIFFS

- AND -

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

DEFENDANTS

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

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

BEFORE THE HONOURABLE JUSTICE DENISE BOUDREAU

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

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

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

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

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

- (a) the pleadings disclose a cause of action;
- (b) there is an identifiable class of two or more persons;
- (c) the claims raise common issues;
- (d) a class proceeding is the preferable procedure; and
- (e) there are Representative Plaintiffs who would fairly represent the Class, have produced a workable litigation plan and have no interests in conflict with the interests of other Class Members.

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

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

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

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

4. **THIS COURT ORDERS** that the claims to be determined and the relief sought are as alleged in the Amended Statement of Claim filed on the 31st day of August, 2016, subject to the Court's decision, ~~with written reasons to follow.~~ ^{of December 13 2016} DM

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

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

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

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

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

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

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

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


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

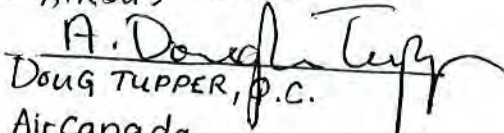
13. **THIS COURT ORDERS** that the Defendants are permitted to bring crossclaims and counterclaims against any other Defendant.

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

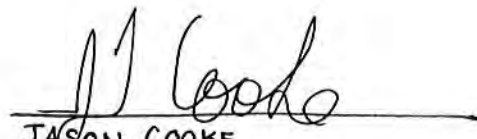
December 13th, 2016.

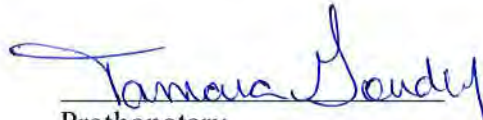
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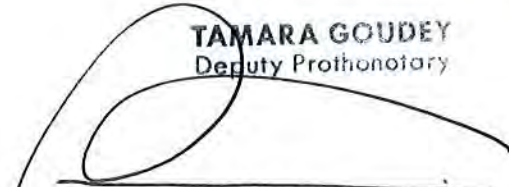

JOHN BROWN
AIRBUS S.A.S.



DOUG TUPPER, P.C.
Air Canada

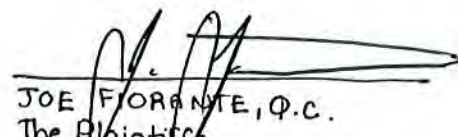

Scott Norton, P.C.
Halifax International Airport Authority


JASON COOKE
NAV CANADA


Prothonotary


TAMARA GOUDEY
Deputy Prothonotary
ANGELA GREEN
ATTORNEY GENERAL OF CANADA


RAYMOND WAGNER, P.C.
The Plaintiffs


JOE FORANTE, P.C.
The Plaintiffs

SCHEDULE "A" COMMON ISSUES

The following defined terms are used:

- (a) **A320** – refers to the Airbus A320 series aircraft which includes the Aircraft;
- (b) **Airbus** – refers to the Defendant Airbus SAS which designed, manufactured and placed in the stream of commerce the Airbus A320 aircraft involved in the Crash;
- (c) **Aircraft** – refers to the subject Airbus A320-211 aircraft, bearing registration C-FTJP, utilized by Air Canada for the conduct of Flight 624;
- (d) **Air Canada** – refers to the Defendant air carrier Air Canada which operated Flight 624;
- (e) **Airport** – refers to Halifax Stanfield International Airport;
- (f) **ATIS** – refers to the Automated Terminal Information Service provided by Nav Canada at the Airport which provides inbound aircraft with, *inter alia*, weather and runway surface condition data;
- (g) **CAR** - refers to the Canadian Aviation Regulations;
- (h) **Class** or **Class Members** – refers to all passengers on board Flight 624 which crashed on landing at the Airport on March 29, 2015, excluding any on-duty members of the Flight Crew;
- (i) **Convention Passengers** – refers to the Class Members with whom Air Canada entered into contracts of international carriage;
- (j) **Crash** – refers to the March 29, 2015 crash at Halifax Stanfield International Airport of Air Canada Flight 624;
- (k) **"domestic carriage"** - refers to any carriage which does not fall within the meaning of "international carriage" as defined in the Montreal Convention and the Warsaw Convention;
- (l) **Domestic Passengers** – refers to the Class Members with whom Air Canada entered into contracts of domestic carriage;
- (m) **Flight 624** – refers to Air Canada Flight 624 from Toronto Pearson International Airport to Halifax Stanfield International Airport which crashed on landing at the Airport on March 29, 2015;

- (n) **Flight Crew** – refers to the Captain, First Officer, and other members of the crew who exercised operational control over Flight 624;
- (o) **Halifax ATC** – refers to air traffic control provided by Nav Canada at the Airport;
- (p) **HIAA** – refers to the defendant Halifax International Airport Authority which operates and owns the Airport;
- (q) **ILS** - refers to Instrument Landing System, a ground-based radio navigation system that provides lateral (localizer) and vertical (glide slope) guidance to aircraft flying an approach to a runway;
- (r) **"international carriage"** - has the meaning such term is given in the Montreal Convention and the Warsaw Convention;
- (s) **Montreal Convention** – refers to the *Convention for the Unification of Certain Rules Relating to International Carriage by Air* signed at Montreal in 1999 and which was enacted into law in Canada on November 4, 2003 by the *Carriage by Air Act*, R.S.C. 1985, Chapter C-26 as amended (the “*Carriage by Air Act*”);
- (t) **Nav Canada** – refers to the Defendant Nav Canada which was responsible for the provision of air navigation services at the time of the Crash;
- (u) **Runway** – refers to runway 05 at Halifax Stanfield International Airport;
- (v) **SMS** – refers to a Safety Management System required under the Canadian Aviation Regulations;
- (w) **Transport Canada** – refers to the Minister of Transport; and
- (x) **Warsaw Convention** – refers to the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw on 12 October 1929, as amended by the Protocol to Amend the *Convention for the Unification of Certain Rules Relating to International Carriage by Air* signed at Warsaw on 12 October 1929, signed at the Hague on September 28, 1955, and as adopted in Canada pursuant to the provisions of the *Carriage by Air Act*.

Air Canada

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

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

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

- 2) If the answer to question 1 is “yes”, is the meaning of “bodily injury” the same under Article 17 of the Montreal Convention as it is under Article 17 of the Warsaw Convention? In particular, does the definition of “bodily injury” in these two Conventions encompass any of the following injuries:
 - a) Post-traumatic stress disorder or any other form of recognized psychological or psychiatric condition unaccompanied by any other form of bodily injury due to physical trauma;
 - b) Post-traumatic stress disorder or any other form of recognized psychological or psychiatric condition accompanied by any other form of bodily injury due to physical trauma; or
 - c) Post-traumatic stress disorder or any other form of recognized psychological or psychiatric condition resulting from bodily injury sustained in the accident?
- 3) Did the destruction of the Convention Passengers’ baggage occur during the course of carriage by Air Canada such that Air Canada is liable for the destruction of the Convention Passengers’ baggage in accordance with Article 17(2) of the Montreal Convention and Article 18(1) of the Warsaw Convention?
- 4) Did an act or omission of Air Canada and/or any of its employees, excluding the Flight Crew, cause or contribute to the Crash?
- 5) If the answer to question 4 in relation to any employee(s) excluding the Flight Crew is “yes”, was the employee acting in the scope of his/her employment when the act or omission occurred, such that Air Canada is vicariously liable for the act or omissions?

- 6) Did an act or omission of the Flight Crew, for which Air Canada is vicariously liable, cause or contribute to the Crash?
- 7) If the answers to questions 5 and/or 6 are “yes”, can the act or omission in question be characterized as an act or omission done with the intent to cause damage or recklessly and with knowledge that damage would probably result, such that Air Canada cannot avail itself of any limits on liability, if any, pertaining to compensation for:
 - a) Bodily injuries and baggage loss or damage under Article 22 of the Warsaw Convention; and
 - b) Bodily injury and baggage loss or damage under Articles 21 and 22, respectively, of the Montreal Convention.
- 8) If the answer to question 7 is “no”, can the act or omission in question be characterized as negligent or wrongful such that Air Canada cannot avail itself of any limits on liability pertaining to compensation for bodily injury under Article 21 of the Montreal Convention?

Air Canada

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

- 9) Did Air Canada owe a duty at law to the Domestic Passengers?
- 10) If so, what is the standard of care required of Air Canada?
- 11) Did Air Canada and/or any of its employees, including the Flight Crew as applicable:
 - a) Inadequately train the Flight Crew on the procedures for the Airbus A320, including in particular the procedures for landing the Aircraft in the conditions present on or near the Runway at the time of the Crash;

- b) Inadequately train the Flight Crew on the minimum visibility requirements required to safely land the Aircraft in the conditions present on or near the Runway at the time of the Crash;
- c) Ignore and not comply with CAR 705, which requires the implementation of an SMS to identify, assess and mitigate operational risks;
- d) Inadequately and incompletely assess, manage and mitigate the risks associated with non-precision approaches;
- e) Adopt a non-precision approach procedure which lacked an adequate margin of safety;
- f) Operate the Aircraft in such a manner that it violently struck terrain approximately 300 metres short of the Runway touchdown zone;
- g) Ignore and not comply with applicable regulatory minimums as to required visibility prior to approach;
- h) Choose not to abort the landing on the Runway and divert the Flight to another airport, when they knew or ought to have known that a safe touchdown was impaired or prevented by the weather conditions;
- i) Choose not to request updated weather information from Halifax ATC including snowfall conditions and prevailing wind speed and direction;
- j) Choose not to follow the instructions of Halifax ATC;
- k) Choose not to declare an emergency and/or to alert Halifax ATC and/or the HIAA and emergency personnel in a timely manner of the true nature of the situation that arose; or

- l) Operate the Aircraft without due care and skill despite knowing that damage would probably result.
- 12) If the answer to any of question 11(a) to (l) is “yes”, did the conduct of Air Canada constitute a breach of the standard of care?
- 13) Did Air Canada otherwise breach the standard of care?
- 14) If the answer to question 12 or 13 is “yes”, did the breach of the standard of care cause or contribute to the Crash?

Halifax International Airport Authority

- 15) Did HIAA owe a duty at law to the Class?
- 16) If so, what is the standard of care required of HIAA?
- 17) Did HIAA and/or any of its employees:
 - a) Conduct inadequate and unsafe operations by not installing an ILS on the Runway, or on runway 32, to provide both lateral and vertical guidance to aircraft on approach;
 - b) Inadequately and incompletely maintain and keep clear of snow a Precision Approach Path Indicator to provide vertical guidance to aircraft approaching the Runway;
 - c) Inadequately and incompletely install, maintain, and keep clear of snow a runway lighting system to ensure adequate visibility for pilots in conditions such as those prevailing at the time of the Crash;
 - d) Design the Runway, or allow and permit the Runway to be designed, without an appropriate level of safety given the weather, geography, and structures in the vicinity of the Airport;

- e) Allow and permit the installation of above ground, instead of underground, power lines in the Runway approach area;
- f) Conduct inadequate and unsafe operations by not installing Terminal Doppler Weather Radar, or other similar systems which would have alerted Halifax ATC and inbound aircraft in the event of wind shear or sudden changes in the direction of the prevailing winds at the airport;
- g) Conduct inadequate and unsafe operations by not installing real time display systems which would have provided Halifax ATC with real time display of critical meteorological information including sudden changes in the direction of prevailing winds;
- h) Keep the Runway open when it knew or ought to have known that the existing navigation aids were inadequate in the existing conditions;
- i) Keep the Runway open when it knew or should have anticipated that the meteorological conditions prevailing at the Airport on the night of March 28, 2015 and early morning hours of March 29, 2015 were rapidly deteriorating, rendering the Runway unsafe for landings;
- j) Inadequately and incompletely keep runway 32 clear of snow to provide a more favourable option given the prevailing winds;
- k) Conduct an inadequate and incomplete inspection, test and report on the operability of the Combined Services Complex and terminal building's electric gates in the event of a power failure, so as to ensure there would be no obstacle to emergency personnel responding as soon as possible to incidents on the Runway;
- l) Conduct an inadequate and incomplete installation, inspection, test and report on the Combined Services Complex and terminal building's

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

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

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

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

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

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

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

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

19) Did HIAA otherwise breach the standard of care?

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

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

Nav Canada

- 21) Did Nav Canada owe a duty at law to the Class?
- 22) If so, what is the standard of care required of Nav Canada?
- 23) Did Nav Canada and/or any of its employees:
 - a) Select Runway 05 as the active runway when the crosswind and tailwind components exceeded the safe limits for runway use;
 - b) Clear the Aircraft to land on the Runway when Halifax ATC knew or should have known the weather conditions and poor visibility conditions rendered the Runway unsafe for landing;
 - c) Keep the Runway open when Halifax ATC knew or should have known that the weather conditions and poor visibility conditions rendered the Runway unsafe for landing;
 - d) Inadequately inform the Flight Crew of the unsafe weather conditions, unserviceable equipment, and poor visibility conditions by updating the ATIS or by other means;
 - e) Conduct inadequate and unsafe operations by not installing Terminal Doppler Weather Radar, or other similar systems which would have alerted Halifax ATC and inbound aircraft in the event of wind shear or sudden changes in the direction of the prevailing winds at the airport;
 - f) Conduct inadequate and unsafe operations by not installing real time display systems which would have provided Halifax ATC with real time

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

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

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

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

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

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

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

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

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

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

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

Airbus

- 27) Did Airbus owe a duty at law to the Class?
- 28) If so, what is the standard of care required of Airbus?
- 29) Did Airbus and/or any of its employees:
- a) Issue no or no adequate instructions regarding the risks of using the ground speed mini system in unstable weather conditions such as those present at the time of the Crash;
 - b) Publish no or no adequate instructions for landing the Aircraft in the conditions prevailing on the Runway at the time of the Crash;
 - c) Inadequately or incompletely train Air Canada crews, including the Flight Crew, on the landing procedures for the Airbus A320 series aircraft including the Aircraft;
 - d) Choose not to provide any or adequate training materials on the landing procedures for Airbus A320 series aircraft including the Aircraft; or
 - e) Choose not to provide any or adequate training materials on the use of the ground speed mini system in unstable weather conditions such as those present at the time of the Crash.
- 30) If the answer to any of question 29(a) to (e) is “yes”, did the conduct of Airbus constitute a breach of the standard of care?
- 31) Did Airbus otherwise breach the standard of care?

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

Transport Canada

- 33) As owner and occupier of the Airport, did Transport Canada owe a duty at law to the Class?
- 34) If so, what is the standard of care required of Transport Canada as the owner and occupier of the Airport?
- 35) Did Transport Canada and/or any of its employees:
- a) Inadequately monitor HIAA’s compliance with the safety requirements of the lease;
 - b) Choose to not ensure that HIAA had an adequate emergency response plan in place for the operation of the Airport;
 - c) Choose to not install an ILS for the Runway; and
 - d) Choose to not require that HIAA install an ILS for the Runway.
- 36) If the answer to any of question 35(a) to (d) is “yes”, did the conduct of Transport Canada constitute a breach of the standard of care?
- 37) Did Transport Canada otherwise breach the standard of care?
- 38) If the answer to question 36 or 37 is “yes”, did the breach of the standard of care cause or contribute to the Crash?

**NOTICE OF CERTIFICATION OF THE
AIR CANADA FLIGHT 624 CLASS ACTION**

Revised as of Aug. 30, 2016

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

Notice of Certification:

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

Who is included?

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

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

What is the nature of the class action?

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

Class counsel compensation:

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

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

Where can Class Members get more information?

You may contact class counsel for more information.

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

For more information, or to access opt out forms, visit:

<http://www.wagners.co/current-class-actions>

or contact class counsel at the address below:

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

Representative Plaintiffs:

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

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

Do not Contact the Court about this Certification.

**SCHEDULE “C”
PLAINTIFFS’ LITIGATION PLAN**

Revised as of October 28, 2016

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

DEFINED TERMS

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

CLASS COUNSEL

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

THE COMPOSITION OF THE CLASS

3. The “Class” and “Class Members” are defined as:
 - (a) All passengers on board Air Canada Flight 624 (“Flight 624”) which departed Toronto bound for Halifax to arrive on March 29, 2015, excluding any on-duty members of the flight crew.

NOTICE OF CERTIFICATION AND THE OPT-OUT PROCEDURE

4. The Plaintiffs propose that notification of certification, the opt out date and means of opting out (“Notice of Certification”), in the form of notice appended as Schedule “B” to the Notice of Motion, be approved by the Court and advertised to the Class by the following means:
 - a) sent by registered mail and, where possible, by electronic mail to each of the Class Members;
 - b) posted on the following websites: www.wagners.co; www.cfmlawyers.ca; and
 - c) provided by Class Counsel to any person who requests it.
5. The Plaintiffs propose that the opt out date be set ninety (90) days after the date of the last mailing of the Notice of Certification to Class Members.
6. Air Canada will provide the Plaintiffs with the passenger manifest for the purposes of identifying Class Members entitled to receive Notice of Certification.
7. The Plaintiffs will ask the Court to determine who will bear the costs of disseminating the Notice of Certification in the above manner to the Class Members.
8. The Plaintiffs propose that opt out notices be directed to Wagners, who will report to the Court and the Defendants the number of persons who opt out by the date fixed by the Court.

REPORTING AND COMMUNICATION

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

POST-CERTIFICATION CASE MANAGEMENT CONFERENCE

10. The Plaintiffs propose that a further case management conference be held within sixty (60) days of the certification order to address the following issues:
 - (a) Pleadings – to ensure that pleadings are closed, that all contemplated amendments have been concluded and that all parties have been joined;
 - (b) Inspection and preservation of the physical evidence – ensure that a cost sharing agreement and protocol has been established for the inspection and preservation of any physical evidence related to the accident; and
 - (c) Preservation and delivery, without prejudice, to defendants of individual damages information during the common issues stage of the litigation.

CASE MANAGEMENT CONFERENCES

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

DISCOVERY

12. The Plaintiffs will seek the direction of the Court as to the exchange and delivery of Affidavits of Documents on the common issues, absent agreement among counsel.
13. The Plaintiffs anticipate that the documentary productions may be voluminous and propose that counsel for the parties should meet following certification to discuss ways to efficiently disclose documents to one another utilizing computer database software so that, as much as possible, documents may be produced and shared between the parties and be made available to the Court in electronic format.
14. The parties will conduct any examinations for discovery following exchange of the Affidavits of Documents within a reasonable amount of time as agreed by counsel or as determined by the Court. Examinations for discovery shall be confined to the certified common issues.
15. The Plaintiffs propose that a conference of all counsel be held following the completion of the discovery in order to address the following issues:
 - (a) Refinement of the common issues for trial, including, if necessary, the addition or deletion of common issues; and
 - (b) Refinement of the definition of the Class, if necessary.

DOCUMENT MANAGEMENT

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

MEDIATION

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

COMMON ISSUES RESOLUTION

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

EXPERTS AND EXPERT EVIDENCE

19. The Plaintiffs propose to call experts in the following areas:
 - (a) Aircraft accident investigation, including cause and origin;
 - (b) Proper piloting practices;
 - (c) Forensic meteorology;
 - (d) Airport runway design;
 - (e) Air traffic control;
 - (f) Aircraft design; and
 - (g) Airport emergency response procedures.
20. Subject to the agreement of counsel or the direction of the Court, the Plaintiffs propose that the Plaintiffs' expert reports be served on the Defendants within one hundred and twenty (120) days after all undertakings arising out of the examinations for discovery have been concluded.

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

TRIAL

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

NOTICE OF THE RESOLUTION OF THE COMMON ISSUES

23. Assuming that the common issues are resolved in favour of the Plaintiffs, the Court will be asked:
- (a) to settle the form and content of the notice of resolution of the common issues (the "Notice of Resolution");
 - (b) to prescribe the information required from Class Members in order to make an individual claim based on the judgment on the common issues, if necessary;
 - (c) to declare the facts it will be necessary for Class Members to establish to succeed in individual claims, if any; and
 - (d) to set a date by which Class Members will be required to file an individual claim.
24. The Plaintiffs will ask the Court to order that the Notice of Resolution be distributed substantially in accordance with the procedure for the Notice of Certification.

DAMAGES

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

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

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

FURTHER ORDERS CONCERNING THIS PLAN

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

EFFECT OF THIS PLAN

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

SCHEDULE "D"

2015

Hfx. No. 438657

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

**KATHLEEN CARROLL-BYRNE, ASHER HODARA and
GEORGES LIBOY**

PLAINTIFFS

- AND -

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

DEFENDANTS

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

**OPT OUT FORM
DEADLINE – _____**

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

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

My information is as follows:

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