

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

(Class Action)  
SUPERIOR COURT

NO: 500-06-000344-065

**PRESIDING: THE HONOURABLE MADAME  
JUSTICE SOPHIE PICARD**

**CARTISE SPORTS INC.**

**Plaintiff**

vs.

**SOCIÉTÉ AIR FRANCE**

- and -

**KONINKLIJKE LUCHTVAART MAATSCHAPPIJ  
N.V. dba KLM, ROYAL DUTCH AIRLINES**

-and-

**MARTINAIR HOLLAND N.V. et als.**

**Defendants**

### JUDGMENT

- (1) **WHEREAS** the parties hereto are involved in a Class Action;
- (2) **WHEREAS** Plaintiff now seeks a Judgment of this Court approving the Settlement Agreement entered into with and for Société Air France (“AF”), Koninklijke Luchtvaart Maatschappij N.V. dba KLM, Royal Dutch Airlines (“KLM”) and Martinair Holland N.V. (“MP”) (AF, KLM and MP shall collectively be referred to herein as “AF/KLM/MP”);
- (3) **WHEREAS** having taken cognizance of the materials filed relating to the Motion herein, including the Settlement Agreement attached to this Judgment as “Schedule A” (the “Settlement Agreement”) and on hearing the submissions of counsel for the Plaintiff and counsel for AF/KLM/MP;
- (4) **WHEREAS** on being advised that the Plaintiff and AF/KLM/MP consent to this Judgment, and the Non-Settling Defendants take no position in respect of this Judgment;

- (5) **WHEREFORE, THIS COURT:**
- (6) **GRANTS** Plaintiff's Motion for Approval of a Settlement Transaction;
- (7) **ORDERS AND DECLARES** that in addition to the definitions used elsewhere in this Judgment, for the purposes of this Judgment, the definitions set out in the Settlement Agreement apply to and are incorporated into this Judgment and form an integral part thereof.
- (8) **ORDERS** that the Québec Action is authorized as a class action as against AF/KLM/MP only and for settlement purposes only;
- (9) **ORDERS** that the Québec settlement class (the "**Québec Settlement Class**" and "**Québec Settlement Class Members**") is defined as:

all individuals resident in the province of Québec and all legal persons resident in Québec established for a private interest, partnership or association in the province of Québec which, at all times between May 5, 2005 and May 5, 2006, had under its direction or control no more than 50 persons bound to it by a contract of employment, who purchased Airfreight Shipping Services\* during the Purchase Period, including those individuals and legal persons who purchased Airfreight Shipping Services through freight forwarders or from any air cargo carrier, including without limitation, the Defendants, and specifically including the AF/KLM/MP Defendants, during the Purchase Period. Excluded from the Québec Settlement Class are the Defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors, and Persons specifically named in the letter from Siskinds LLP to McMillan LLP dated September 2, 2011 as Persons who validly and timely opted-out of the Québec Action in accordance with the order of the Québec Court dated April 14, 2008.

\* Airfreight Shipping Services means airfreight cargo shipping services for shipments within, to, or from Canada, but specifically excluding airfreight cargo shipping services for shipments to or from the United States.

- (10) **ORDERS** that Cartise Sports Inc. be appointed as the representative plaintiff for the Québec Settlement Class;

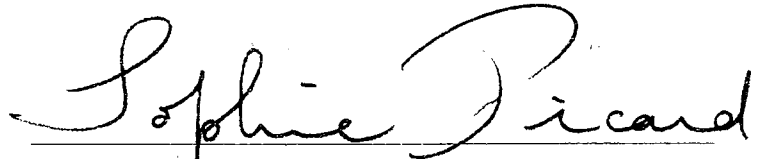
- (11) **ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Québec Settlement Class and constitutes a transaction within the meaning of Article 2631 of the *Civil Code of Québec*, which is binding on all Parties and the Québec Settlement Class Members;
- (12) **ORDERS** that the Settlement Agreement is hereby approved pursuant to Article 1025 of the *Code of Civil Procedure* and shall be implemented in accordance with its terms. Where any term of this Judgment and the Settlement Agreement conflict, the term contained in this Judgment shall govern;
- (13) **ORDERS** that the Settlement Agreement is incorporated by reference into and forms part of this Judgment, and is binding upon the representative Plaintiff and all Québec Settlement Class Members;
- (14) **ORDERS** that, upon the Effective Date, each Québec Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Released Parties of any and all of the Québec Settlement Class Member's Released Claims he, she or it has commenced in Québec, without costs;
- (15) **ORDERS** that, upon the Effective Date, any and all Released Claims commenced in Québec by any Settlement Class Member shall be dismissed against the Released Parties, without costs;
- (16) **ORDERS** that upon the Effective Date each Releasing Party has released and shall be conclusively deemed to have forever and absolutely released the Released Parties from any and all Claims arising from or in any way related to the Released Claims;
- (17) **ORDERS** that upon the Effective Date each Releasing Party shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any Claim against any Released Party or any other Person who may claim contribution or indemnity from any Released Party in respect of any Released Claim or any matter related thereto;
- (18) **DECLARES** that, pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members expressly waive and renounce the benefit of solidarity against the Non-

Settling Defendants with respect to the facts, deeds, or other conduct of the Released Parties;

- (19) **ORDERS** that any action in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Released Parties relating to the Released Claims shall be inadmissible, null and void in the context of the Québec Action;
- (20) **ORDERS** that Plaintiff and the Settlement Class Members shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) attributable to the proportionate liability of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of the proportionate liability of the Non-Settling Defendants; “proportionate liability” means that proportion of any judgment that the court attributes or apportions to the several liability of any Non-Settling Defendant whether pursuant to *pro rata*, proportionate fault, *pro tanto* or another method;
- (21) **DECLARES** that the rights of the Non-Settling Defendants to examine on discovery a representative of AF/KLM/MP shall be governed by the rules of the *Code of Civil Procedure*, and AF/KLM/MP shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.
- (22) **DECLARES** that a Non-Settling Defendant may validly serve the proceedings referred to in the preceding paragraph on AF/KLM/MP by serving such proceedings to that party’s *ad litem* attorneys, as identified in this Judgment;
- (23) **ORDERS** that for purposes of enforcement of this Judgment, this Court will retain an on-going supervisory role and AF/KLM/MP will attorn to the jurisdiction of this Court for these purposes;
- (24) **ORDERS** that except as provided in this Judgment and the Settlement Agreement, this Judgment does not affect any Claims that any Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators in the Action;
- (25) **ORDERS** that the Released Parties have no responsibility for and no liability whatsoever with respect to administration of the Settlement Agreement;

- (26) **ORDERS** that the Settlement Amount be held in trust for the benefit of the Settlement Class, pending further order of this Court, which shall be sought by the Plaintiff on a motion in the Action, brought on notice to AF/KLM/MP;
- (27) **ORDERS** that the Action be and is hereby settled with AF/KLM/MP without costs;
- (28) **ORDERS** that this Judgment shall be declared null and void in the event that the Settlement Agreement is terminated in accordance with its terms;
- (29) **ORDERS** that this Judgment is contingent upon the approval of the Ontario Court and British Columbia Court of the same Settlement Agreement and this Judgment will be of no force and effect if such approval is not secured in Ontario and British Columbia.
- (30) **THE WHOLE** without costs.

Montreal August 13, 2012

  
SOPHIE PICARD H.J.S.C.