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Montréal, le 3 mars 2011

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Objet: Cartise Sports Inc. c.
Japan Airlines International Co. Ltd. & al.

Chers Collègues,

Veillez trouver sous pi copie du jugement rendu aujourd'hui par l'honorable juge Bellavance.

Veillez agréer, chers collègues, l'expression de nos sentiments les meilleurs.



IRWIN I. LIEBMAN

IIL/py
p.j.

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO: 500-06-000344-065

(Class Action)
SUPERIOR COURT

PRESIDING: THE HONOURABLE MR. JUSTICE
PAUL-MARCEL BELLAVANCE

CARTISE SPORTS INC.

Plaintiff

vs.

JAPAN AIRLINES INTERNATIONAL CO., LTD.

-and-

AC CARGO LIMITED PARTNERSHIP

-and-

AIR CANADA

-and-

ASIANA AIRLINES INC

-and-

ATLAS AIR WORLDWIDE HOLDINGS INC.

-and-

BRITISH AIRWAYS PLC

-and-

CARGOLUX AIRLINE INTERNATIONAL

-and-

CATHAY PACIFIC AIRWAYS LTD.

-and-

KONINKLIJKE LUCHTV AART

MAATSCHAPPIJ N.V. dba KLM, ROYAL DUTCH
AIRLINES

-and-

KOREAN AIR LINES CO., LTD.

-and-

LAN AIRLINES S.A.

-and-

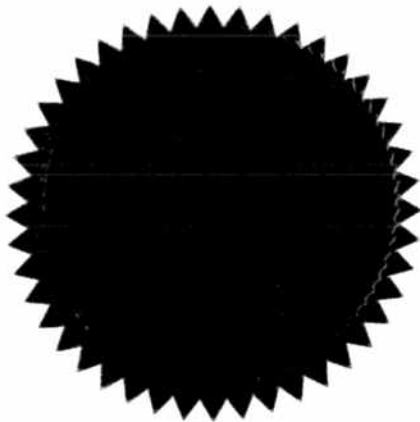
LAN CARGO, S.A.

-and-

POLAR AIR CARGO INC.

-and-

SCANDANAVIAN AIRLINES SYSTEM



-and-
SINGAPORE AIRLINES CARGO PTE LTD.
-and-
SINGAPORE AIRLINES, LTD.
-and-
SOCIÉTÉ AIR FRANCE

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 Japan Airlines International Co., Ltd. ("JAL" or the "Settling Defendant");
- (3) **WHEREAS** having taken cognizance of the materials filed relating to the Motion herein, including the JAL Canadian Settlement Agreement attached to this Judgment as "Schedule A" (the "JAL Canadian Settlement Agreement") and on hearing the submissions of counsel for the Plaintiff and counsel for the Settling Defendant;
- (4) **WHEREAS** on being advised that the Plaintiff and the Settling Defendant consent to this Judgment, and the Non-Settling Defendants take no position in respect of this Judgment;

WHEREFORE, THIS COURT:

- (5) **GRANTS** Plaintiff's Motion for Approval of a Settlement Transaction;

(6) **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 JAL Canadian Settlement Agreement (Annex A hereto) apply to and are incorporated into this Judgment and form an integral part thereof. In addition to the definitions in the JAL Canadian Settlement Agreement, the following definitions shall also apply to this Judgment:

(a) "Proportionate Liability" means that proportion of any judgment that, had they not settled, a court or other arbiter would have apportioned to the Settling Defendant and Releasees, whether pursuant to the *pro rata* proportionate fault, *pro tanto*, or another method.

(b) "Action" means the proceeding commenced by the plaintiff in this Court file.

(c) "CCAA Proceeding" means the proceeding commenced by the Settling Defendant and other Releasees under the *Companies' Creditors Arrangement Act* ("CCAA") in Ontario Superior Court of Justice Court File No. CV-10-8692-00CL (Toronto).

(7) **ORDERS** that the Action be authorized as a class action as against the Settling Defendant only and for settlement purposes only;

(8) **ORDERS** that the Quebec settlement class (the "**Settlement Class**") be defined as:

all individuals resident in Quebec and all legal persons resident in Quebec established for a private interest, partnership or association 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 Class Period, including those who purchased Airfreight Shipping Services* through freight forwarders or from any air cargo carrier (including the Defendants), except Excluded Persons.

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

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

(10) **ORDERS** that the Order of Justice Campbell of the Ontario Superior Court of Justice (Commercial List) dated 13 January 2011, approving the JAL Canadian Settlement Agreement as fair and reasonable under the CCAA is hereby given full force and effect in Quebec pursuant to section 16 of the CCAA;

(11) **ORDERS AND DECLARES** that the JAL Canadian Settlement Agreement is fair, reasonable and in the best interests of the 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 Settlement Class members;

(12) **ORDERS** that the JAL Canadian 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 JAL Canadian Settlement Agreement conflict, the term contained in this Judgment shall govern;

(13) **ORDERS** that the JAL Canadian Settlement Agreement is incorporated by reference into and forms part of this Judgment, and is binding upon the representative Plaintiff and all Settlement Class members;

(14) **ORDERS** that each Settlement Class member is bound by the JAL Canadian Settlement Agreement;

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(15) **ORDERS** that each Settlement Class member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any other actions, he, she or it has commenced, without costs and with prejudice;

(16) **ORDERS** that each other action commenced by any Settlement Class member shall be dismissed against the Releasees, without costs and with prejudice;

(17) **ORDERS** that this Judgment is binding upon each Settlement Class member;

(18) **ORDERS** that each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;

(19) **ORDERS** that each Releasor 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 action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Action against the Non-Settling Defendants or unnamed co-conspirators;

(20) **DECLARES** that, pursuant to the JAL Canadian Settlement Agreement, Plaintiff and the Settlement Class members expressly waive and renounce to the benefit of solidarity against the Non-Settling Defendants with respect to the facts and acts of the Settling Defendant;

(21) **DECLARES** that any action in warranty or other joinder of parties to obtain any contribution or indemnity from the Settling Defendant relating to the Released Claims shall be inadmissible, null and void in the context of this class action;

(22) **DECLARES** that Plaintiff and the Settlement Class members shall henceforth only be able to claim and recover damages, including punitive damages, attributable to the sales and practices of the Non-Settling Defendants;

(23) **ORDERS** that if, in the absence of paragraph 20 hereof, the Non-Settling Defendants would have the right to make claims for contribution and indemnity, or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees:

- (a) the Plaintiff and the Settlement Class members shall not claim or be entitled to recover from the Non-Settling Defendants that portion of any damages, costs or interest awarded in respect of any claim(s) on which judgment is entered that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (b) for greater certainty, the Plaintiff and the Settlement Class members shall limit their claims against the Non-Settling Defendants to, and shall be entitled to recover from the Non-Settling Defendants, only those claims for damages, costs and interest attributable to the Non-Settling Defendants' several liability to the Plaintiff and the Settlement Class members, if any;
- (c) this Court shall have full authority to determine the Proportionate Liability at the trial or other disposition of this Action, whether or not the Releasees remain in this Action or appear at the trial or other disposition, and the Proportionate Liability shall be determined as if the Releasees are parties to this Action for that purpose and any such finding by this Court in respect of the Proportionate Liability shall only apply in this Action and shall not be binding upon the Releasees in any other proceedings.

(24) **ORDERS** that if, in the absence of paragraph 20 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or

other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Judgment is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any judgment against them in the Action;

(25) **ORDERS** that if this proceeding against the Non-Settling Defendants has been authorized and all appeals or times to appeal related thereto have been exhausted, the Non-Settling Defendants shall be entitled in respect of the Settling Defendant as if it remained a party to this proceeding:

- (i) to examination on discovery of a representative of the Settling Defendant, the transcripts of which may be filed in the Court record;
- (ii) to serve a notice to admit documents and/or interrogatories upon articulated facts on the Settling Defendant; and
- (iii) to seek an Order on motion to the Court, on at least ten (10) days notice to counsel for the Settling Defendant, for the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

The Settling Defendant retains all rights to oppose such motion under sub-paragraph (iii), hereof. Notwithstanding any provision in this Judgment, on any motion brought pursuant to this paragraph, the Court may make such Orders as to costs and other terms as it considers appropriate.

(26) **ORDERS** that a Non-Settling Defendant may effect service of the Motion(s) referred to in the foregoing paragraph on the Settling Defendant by service on counsel of record for the Settling Defendant in the Action;

(27) **ORDERS** that for purposes of enforcement of this Judgment, this Court will retain an on-going supervisory role and the Settling Defendant will attorn to the jurisdiction of this Court for these purposes;

(28) **ORDERS** that except as provided herein, 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;

(29) **ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to administration of the JAL Canadian Settlement Agreement;

(30) **ORDERS** that the Settlement Amount be held in trust by Ontario counsel for the plaintiff in the Ontario Action 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 the Settling Defendant;

(31) **ORDERS** that the Action be and is hereby dismissed against the Settling Defendant without costs and with prejudice;

(32) **ORDERS** that this Judgment shall be declared null and void in the event that the JAL Canadian Settlement Agreement is terminated in accordance with its terms.

THE WHOLE without costs.

March 3rd 2011
Date: _____, 2011

Paul-Marc Bellavance
Paul-Marcel Bellavance, H.J.C.S.
JB 2697

