

Court File No.: CV-19-00614755-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

STEPHEN APS

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

MOTION RECORD OF THE PLAINTIFF

(Certification, Settlement, Distribution Protocol and Class Counsel Fees Approval)

Returnable November 9, 2020

November 2, 2020

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2
Fax: 416.591.7333

Charles Sinclair LS#: 43178A
Tel: 416.979.4234
Email: csinclair@goldblattpartners.com

Nadine Blum LS#: 52772G
Tel: 416.979.6971
Email: nblum@goldblattpartners.com

Joshua Mandryk LS#: 68823D
Tel: 416.979.6970
Email: jmandryk@goldblattpartners.com

Lawyers for the Plaintiff

TO: **NORTON ROSE FULBRIGHT CANADA LLP**
200 Bay Street, Suite 3600
Royal Bank Plaza, South Tower
Toronto, ON M5J 2Z4
Fax: 416.216.3930

Ted Brook LS# 68672U
Tel: 416-203-4457
Email: ted.brook@nortonrosefulbright.com

Randy Sutton LS# 50369C
Tel: 416-216-4046
Email: randy.sutton@nortonrosefulbright.com

Lawyers for the Defendant

TABLE OF CONTENTS

<u>TAB</u>	<u>DESCRIPTION</u>	
1.	NOTICE OF MOTION (CERTIFICATION, SETTLEMENT, DISTRIBUTION PROTOCOL, CLASS COUNSEL FEE APPROVAL), RETURNABLE NOVEMBER 9, 2020	
A.	Schedule A:	Distribution Protocol
B.	Schedule B:	Administration Form
C.	Schedule C:	Settlement Approval Notice
2.	AFFIDAVIT OF JOSHUA MANDRYK AFFIRMED NOVEMBER 2, 2020	
A.	Exhibit “A”:	Retainer Agreement between Stephen Aps and Goldblatt Partners LLP dated February 19, 2019
B.	Exhibit “B”:	Amended Amended Statement of Claim filed September 3, 2020
C.	Exhibit “C”:	Email from John Beauvais re New Working Hours and Overtime Policy – Please Read, dated October 1, 2019
D.	Exhibit “D”:	Working Hours, Overtime & Time in Lieu FAQ’s
E.	Exhibit “E”:	Proposed Settlement Agreement
F.	Exhibit “F”:	Proposed Distribution Protocol
G.	Exhibit “G”:	Proposed Administrative Form
H.	Exhibit “H”:	Email from J Mandryk to Trilogy Class Action Services RFP, dated August 31, 2020
I.	Exhibit “I”:	Proposal from Trilogy Class Action Services, dated August 31, 2020
J.	Exhibit “J”:	WHO Press Release: “WHO Director-General’s opening remarks at the media briefing on COVID-19 – 11 March 2020
K.	Exhibit “K”:	Travel Advisory: “Government of Canada advises Canadians to avoid all non-essential travel abroad”, dated March 13, 2020
L.	Exhibit “L”:	Articles reviewed by Class Counsel regarding the impact of the COVID-19 pandemic on Flight Centre and Flight Centre’s response

M.	Exhibit "M":	Articles regarding the impact of the COVID-19 pandemic on the travel industry more broadly
N.	Exhibit "N":	Travel Pulse Article dated October 1, 2020
O.	Exhibit "O":	Travelweek.ca Article: “Extremely difficult decision”: Flight Centre addresses layoffs”, dated October 1, 2020
P.	Exhibit "P":	PAX News Article: “A ‘very painful step’: Flight Centre lays off 600+ in Canada”, dated October 1, 2020
Q.	Exhibit "Q":	Release
R.	Exhibit "R":	Joint Press Release: “\$7 Million Settlement Reached in Class Action Against Flight Centre Travel Group Canada”, dated August 24, 2020
S.	Exhibit "S":	Toronto Star and Globe and Mail Articles: “Travel Agents reach \$7-million settlement in class action against Flight Centre” dated August 24, 2020
T.	Exhibit "T":	Statements in Support / in Opposition of Settlement
U.	Exhibit "U"	Class Counsel Fee and Disbursement Chart
3.	AFFIDAVIT OF STEPHEN APS AFFIRMED OCTOBER 29, 2020	
A.	Exhibit "A":	Retainer Agreement dated February 19, 2019
B.	Exhibit "B":	Toronto Star Article: “Travel giant Flight Centre routinely failed to pay workers overtime, class action says”, dated February 25, 2019
C.	Exhibit "C":	Joint Press Release: “\$7 Million Settlement Reached in Class Action Against Flight Centre Travel Group Canada”, dated August 24, 2020
D.	Exhibit "D":	PAX News Article: “Flight Centre caught up in \$100M class action lawsuit”, dated February 26, 2019
E.	Exhibit "E":	Travelweek News Article: “False assertions, allegations in proposed class action lawsuit, says Flight Centre”, dated February 26, 2019
F.	Exhibit "F":	Toronto Star Article: “Travel Agents reach \$7-million settlement in class action against Flight Centre” dated August 24, 2020

G.	Exhibit "G":	PAX News Article, “\$7 million settlement reached in class action against Flight Centre Canada”, dated August 24, 2020
H.	Exhibit "H":	Toronto Star Article: “Workers to receive \$7M payout over unpaid overtime”, dated August 25, 2020
4.	AFFIDAVITS IN SUPPORT OF SETTLEMENT	
A.	Affidavit of Paul Joseph Muirhead sworn October 8, 2020	
B.	Affidavit of Justine Wilke sworn October 9, 2020	
C.	Affidavit of Anastasia Quinn sworn October 9, 2020	
D.	Affidavit of Hilary Choi sworn October 18, 2020	
E.	Affidavit of Vance Beblow sworn October 23, 2020 [AB]	
F.	Affidavit of David Brandenberg sworn October 15, 2020 [AB]	
G.	Affidavit of Marina Ciarniello affirmed October 7, 2020 [AB]	
H.	Affidavit of Brenton Cooney sworn October 7, 2020 [AB]	
I.	Affidavit of Peter Grant sworn October 15, 2020 [AB]	
J.	Affidavit of Mark Hantelman sworn October 6, 2020 [AB]	
K.	Affidavit of Shannon Larose sworn October 16, 2020 [AB]	
L.	Affidavit of Alexandra Meiler sworn October 6, 2020 [AB]	
M.	Affidavit of Kaylee Perpar sworn October 23, 2020 [AB]	
N.	Affidavit of Celia Sanchez sworn October 21, 2020 [AB]	
O.	Affidavit of Disraie Thomas sworn October 23, 2020 [AB]	
P.	Affidavit of Brant Wihlidal sworn October 22, 2020 [AB]	
Q.	Affidavit of Jessica Bentley sworn October 23, 2020 [BC]	
R.	Affidavit of Alana Bogdanich sworn October 7, 2020 [BC]	
S.	Affidavit of Katherine Cheung sworn October 16, 2020 [BC]	
T.	Affidavit of Andrea Cragg sworn October 22, 2020 [BC]	

U.	Affidavit of Sandeep Clair Dhillon sworn October 22, 2020 [BC]
V.	Affidavit of Jared Duncan sworn October 9, 2020 [BC]
W.	Affidavit of Cassandra Fenske sworn October 24, 2020 [BC]
X.	Affidavit of Becky Hurzin sworn October 20, 2020 [BC]
Y.	Affidavit of Andrea Norris affirmed October 9, 2020 [BC]
Z.	Affidavit of Justina Lise sworn October 16, 2020 [BC]
AA.	Affidavit of Todd Burton sworn October 8, 2020 [NFLD]
BB.	Affidavit of Carla Gimelli sworn October 9, 2020 [NS]
CC.	Affidavit of Katie Griffin sworn October 17, 2020 [NS]
DD.	Affidavit of Kathleen Kozak sworn October 15, 2020 [NS]
EE.	Affidavit of Hayley Lacroix sworn October 19, 2020 [NS]
FF.	Affidavit of Lindsay Sooley sworn Ocotber 23, 2020 [NS]
GG.	Affidavit of Roshan Amarnaney sworn October 7, 2020 [ON]
HH.	Affidavit of Julia Arbuckle sworn October 7, 2020 [ON]
II.	Affidavit of Amani Armanious sworn October 14, 2020 [ON]
JJ.	Affidavit of Michelle Arsenov sworn October 26, 2020 [ON]
KK.	Affidavit of Bree Beaupre affirmed October 9, 2020 [ON]
LL.	Affidavit of Kimberly Breenes sworn October 9, 2020 [ON]
MM.	Affidavit of Rebecca Campbell sworn October 8, 2020 [ON]
NN.	Affidavit of Karen Careng sworn October 6, 2020 [ON]
OO.	Affidavit of Jason Chow sworn October 6, 2020 [ON]
PP.	Affidavit of Seo Won Chung sworn October 22, 2020 [ON]
QQ.	Affidavit of Anett Cronk sworn October 22, 2020 [ON]
RR.	Affidavit of Meghan Derry sworn October 8, 2020 [ON]

SS.	Affidavit of Stephanie Fay sworn October 9, 2020 [ON]
TT.	Affidavit of Ester Ghio sworn October 26, 2020 [ON]
UU.	Affidavit of Ioen Gibbon sworn October 19, 2020 [ON]
VV.	Affidavit of Rafael Gonzalez sworn October 22, 2020 [ON]
WW.	Affidavit of Peggy-Sue Greenham sworn October 21, 2020 [ON]
XX.	Affidavit of Summer Harris sworn October 9, 2020 [ON]
YY.	Affidavit of Julianna Hegedus sworn October 20, 2020 [ON]
ZZ.	Affidavit of Anna Kalat sworn October 13, 2020 [ON]
AAA.	Affidavit of Elizabeth Kiely sworn October 9, 2020 [ON]
BBB.	Affidavit of Paul Landini sworn October 9, 2020 [ON]
CCC.	Affidavit of Janelle Lucas sworn October 23, 2020 [ON]
DDD.	Affidavit of Carey Paulusma sworn October 8, 2020 [ON]
EEE.	Affidavit of Lisa Persaud sworn October 20, 2020 [ON]
FFF.	Affidavit of Andrew Stalteri sworn October 23, 2020 [ON]
GGG.	Affidavit of Jayme Schuler sworn October 28, 2020 [ON]
HHH.	Affidavit of Aleksandra Spalvins sworn October 6, 2020 [ON]
III.	Affidavit of Aleksander Stojsin sworn October 8, 2020 [ON]
JJJ.	Affidavit of Kylie Wazonek affirmed October 7, 2020 [ON]
KKK.	Affidavit of Keeley Zavier affirmed October 6, 2020 [ON]
LLL.	Affidavit of Kai Xue affirmed October 6, 2020 [ON]
MMM.	Affidavit of Karen Katelikoff sworn October 14, 2020 [SK]

Court File No.: CV-19-614755-CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

STEPHEN APS

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**NOTICE OF MOTION
(CERTIFICATION, SETTLEMENT, DISTRIBUTION PROTOCOL AND CLASS
COUNSEL FEE APPROVAL)
(Returnable November 9, 2020)**

The Plaintiff will make a motion to Justice Belobaba, on November 9, 2020, at 10:00 AM or as soon after that time as the motion can be heard, at the Ontario Superior Court of Justice, Osgoode Hall, 130 Queen Street West, Toronto, Ontario, via video conference.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

Certification and Settlement Approval:

1. An Order:
 - a. on consent, certifying this action as a class proceeding pursuant to s. 5 of the *Class Proceedings Act, 1992* ("CPA") for settlement purposes;

- b. approving the settlement of \$7 million (the “Settlement Agreement”) as fair, reasonable and in the best interests of the class pursuant to section 27.1 of the *CPA*;
- c. declaring that the settlement agreement is binding upon the representative plaintiff, all class members who did not validly opt-out, and the defendant; and
- d. such further and other relief as this Honourable Court may deem just.

Distribution Protocol

- 2. an Order:
 - a. approving the proposed Distribution Protocol attached as **Schedule “A”** hereto pursuant to section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced according to its terms (the “Distribution Protocol”);
 - b. declaring that the Distribution Protocol is fair, reasonable and in the best interests of the Class;
 - c. that the Order, including the Distribution Protocol, is binding upon each member of the Class;
 - d. that Trilogy Class Actions Service (the “Administrator”) be appointed to implement the terms of the Distribution Protocol and Settlement and administer the distribution of the Settlement Approval Notice as defined below;
 - e. that the Administrator may apply the Distribution Protocol in assessing the individual entitlements to the Class Members to the Distribution Fund without further order of the Court;
 - f. that the Administrator’s determinations and calculations made pursuant to the Distribution Protocol are final and binding on the Class Members;
 - g. that the Administrator will be remunerated its reasonable fees and disbursements from the Distribution Fund without further approval of the Court;

- h. that the Administration Form attached hereto as **Schedule “B”** is approved;
- i. that the settlement approval notice attached hereto as **Schedule “C”** (the “Settlement Approval Notice”) is approved;
- j. that the Class shall be provided with notice, substantially in the form of Schedule “C” by:
 - i. email sent to all email addresses available for Class Members;
 - ii. mail to the last known addresses available for Class Members.
 - iii. the public posting of the Notice of Settlement Approval on Settlement Website and the websites of the Administrator and Class Counsel;
- k. that, for the purposes of administration and enforcement of the Distribution Protocol and the Order, this Court will retain an ongoing supervisory role;
- l. that, in the event that the Settlement Agreement is terminated in accordance with its terms, the Order shall be declared null and void on subsequent motion made on notice; and
- m. such further and other relief as this Honourable Court may deem just.

Class Counsel Fees and Honorarium

- 3. An Order:
 - a. approving Class Counsel’s retainer agreement with the Representative Plaintiff dated February 19, 2019 (“Retainer Agreement”) and approving Class Counsel’s fees of \$1,750,000 plus HST of \$227,500 and disbursements of \$34,173.11 and taxes thereon;
 - b. approving the payment of Class Counsel’s fees, disbursements and taxes thereon from the Settlement Fund;

- c. approving the payment of an honorarium to the representative plaintiff in the amount of \$10,000; and
- d. such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Certification and Settlement

1. This proposed class action arises out of the alleged non-payment of overtime to “travel consultants” employed by Flight Centre at its locations across Canada.
2. The action was commenced by way of statement of claim issued February 21, 2019. The claim was amended on November 18, 2019 and further amended on September 3, 2020 to clarify the class definition.
3. After a two-day mediation held on July 22 and 23, 2020, the parties entered into the Settlement Agreement pursuant to which, amongst other things, Flight Centre agreed to pay \$7 million to the Class and to implement a new system for tracking employees’ *actual* hours of work rather than just their scheduled hours.
4. The proposed settlement provides for certification, for settlement purposes, of the following class:

All current or former Travel Consultants employed by Flight Centre in the Provinces of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland, for the period from December 2008 to the date certification is granted in this action.

5. For certification purposes, the settlement identifies the common issue as follows:
 1. What are the relevant terms of the Class Members’ contracts of employment with Defendant respecting:
 - a. Regular and overtime hours of work?
 - b. Recording the hours worked by Class Members?
 - c. Compensation for hours worked by Class Members?

2. Did the Defendant breach any of the foregoing contractual terms?
6. The proposed settlement reflects a compromise that reflects the risks of the litigation and that the conclusion of the litigation may have taken years. Moreover, settling the claim at this time avoids the risks wrought on the travel industry, and Flight Centre in particular, by the COVID-19 pandemic;
7. The proposed settlement is fair, reasonable and in the best interest of the class;
8. The proposed settlement is supported by the representative plaintiff and recommended by class counsel;
9. This action meets the criteria for certification set out in section 5(1) of the *Class Proceedings Act, 1992*, namely:
 - a) the claim discloses causes of action;
 - b) there is an identifiable class of more than two persons;
 - c) the claim raises a common issue or issues;
 - d) a class proceeding is the preferable procedure;
 - e) the representative plaintiff has fairly and adequately represented the interests of the Class and does not have an interest in conflict with the interests of other class members;

Distribution Protocol

10. The proposed settlement provides that Flight Centre will pay \$7,000,000 to the Class within ten (10) business days from the date when the Order received from the Court approving the proposed settlement becomes a final order.
11. The proposed settlement provides compensation for class members without the need for proof of individual damages, which provides a significant benefit to class members. It was anticipated that proof of individual damages would be a complex exercise due to differences in minimum standards in the various provinces in which Flight Centre operates along with a complete absence of records for the overtime worked.

12. The Distribution Protocol does not require individual hearings or claims; rather, Class Members need only show the length of time that they worked at Flight Centre and the province in which they worked. The proposed Distribution Protocol will provide an efficient and accessible method to distribute the settlement proceeds to the Class Members.

13. The Distribution Protocol is an equitable and reasonable plan for the distribution of the Distribution Fund to the Class Members.

14. The Distribution Protocol is supported by the representative Plaintiff and is recommended by Class Counsel.

15. The Administrator, Trilogy Class Action Services, is an experienced class actions administrator and was selected after a competitive tendering process. The Administrator has the necessary skills and infrastructure to implement the Settlement and the Distribution Protocol.

16. Class Counsel believe that the proposed distribution of the Notice of Settlement Approval Notice and Administration Form will reach a high proportion of Class Members.

17. The Notice of Settlement Approval is clear and understandable.

18. As a result of the dissemination of the notice, a large percentage of Class Members will be made aware of their ability to seek compensation from the settlement which will ensure a high take-up rate.

Class Counsel Fees and Honorarium

19. The terms of the retainer between the proposed representative plaintiff and class counsel provided that in the event that an agreement to settle the action was reached prior to the commencement of the certification hearing, as is the case in the within matter, Class Counsel shall be entitled to 25% of the amount recovered by the Class Members pursuant to any settlement agreement, plus disbursements and taxes thereon.

20. To date, class counsel fees and disbursements total approximately \$481,000, and Class Counsel estimates a further \$110,000 in fees for additional work that may be necessary through

the settlement implementation phase. The representative plaintiff supports Class Counsel's request for approval of fees and disbursements. Class Counsel's fees are fair and reasonable.

21. The proposed representative plaintiff played a vital role in advancing the claims of the class. He devoted a considerable amount of time to the success of this action, including communicating with other class members, providing statements to the media, meeting with and instructing counsel, reviewing documents, swearing an affidavit, and attending two long days of mediation. The plaintiff has also paid a personal price for his involvement as in this action as employers were wary of hiring the public "face" of a class action. The honorarium for the representative plaintiff is fair and reasonable. The payment to him is separate from the payment to other Class Members and will not reduce the amount received by other Class Members. No Class Member has objected to the honorarium.

22. The *Class Proceedings Act, 1992*, S.O. 1992, c.6; and

23. such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. the Affidavit of Stephen Aps, affirmed October 30, 2020;
2. the Affidavit of Joshua Mandryk, affirmed November 2, 2020;
3. the sworn Affidavits of sixty-five (65) Class Members in support of the proposed settlement; and
4. such further and other material as counsel may advise and this Honourable Court may permit.

November 2, 2020

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2
Fax: 416.591.7333

Charles Sinclair LS#43178A
Tel: 416.979.4234
E-mail: csinclair@goldblattpartners.com

Nadine Blum LS# 52772G
Tel: 416.979.4055
Email: nblum@goldblattpartners.com

Joshua Mandryk LS#68823D
Tel: 416-979-6970
E-mail: jmandryk@goldblattpartners.com

Lawyers for the Plaintiff

TO: **NORTON ROSE FULBRIGHT CANADA LLP**
200 Bay Street, Suite 3600
Royal Bank Plaza, South Tower
Toronto, ON M5J 2Z4
Fax: 416.216.3930

Ted Brook LS# 68672U
Tel: 416-203-4457
Email: ted.brook@nortonrosefulbright.com

Randy Sutton LS# 50369C
Tel: 416-216-4046
Email: randy.sutton@nortonrosefulbright.com

Lawyers for the Defendant

SCHEDULE "A"

Aps v. Flight Centre Travel Group (Canada) Inc.

Court File No.: CV-19-00614755-00CP

Administration and Distribution Protocol

A. DEFINITIONS

1. For the purpose of this Administration and Distribution Protocol the defined terms have the same meaning as in the Settlement Agreement, executed on August 21, 2020, unless otherwise specified.
2. In addition, the following definitions apply:
 - (a) *Administration Form* means the form provided for in section D below inclusive of any electronic version;
 - (b) *Applicable Employment Standards Legislation* means *Employment Standards Code*, R.S.A. 2000, c. E-9 (Alberta); *Employment Standards Act*, R.S.B.C. 1996, c. 113 (British Columbia); *Employment Standards Code*, C.C.S.M. c. E110 (Manitoba); *Labour Standards Act*, R.S.N.L. 1990, c.L-2 (Newfoundland); *Labour Standards Code*, 1989, R.S.N.S. c. 246 (Nova Scotia); *Employment Standards Act, 2000*, S.O. 2000, c. 41 (Ontario); *The Saskatchewan Employment Act*, S.S. c.S-15.1 (Saskatchewan); and their respective regulations.
 - (c) *Claims Deadline* means the date by which Class Members must submit Administration Forms;
 - (d) *Court* means the Ontario Superior Court of Justice;
 - (e) *Notification Letter* means the letter, email or text message provided to each Class Member describing their relative share of the Claim Fund as determined by the Claims Administrator;
 - (f) *Post-limitation period* means any time worked in the Class Period on February 21, 2017 or thereafter;
 - (g) *Pre-limitation period* means any time worked in the Class Period prior to February 21, 2017;
 - (h) *Referee* means Mika Imai at Karimjee Law;
 - (i) *Relative Share* means the proportion of the Claim Fund that an individual Class Member will be entitled to.

B. GENERAL PRINCIPLES OF THE ADMINISTRATION

3. This Administration and Distribution Protocol is intended to govern the administration process to distribute the Claim Fund in *Aps v. Flight Centre Travel Group (Canada) Inc.* (the “Action”). This protocol is intended to provide a simple, expeditious and user-friendly distribution to the Class and result in payment to the highest possible proportion of the Class Members.

C. CLAIMS ADMINISTRATOR DUTIES AND RESPONSIBILITIES

4. The Claims Administrator shall administer this Administration and Distribution Protocol in accordance with the provisions of the Orders of the Court, the Settlement Agreement and the ongoing authority and supervision of the Court.
5. The Claims Administrator’s duties and responsibilities shall include the following:
 - a. providing notice(s) to the Class Members as may be required;
 - b. receiving information from the Defendant, including Class Members’ contact information and dates of employment;
 - c. developing, implementing and operating the administration process including an online claim submission process and website;
 - d. making timely calculations of Class Members’ Relative Share of the Claim Fund and notifying Class Members;
 - e. arranging payment to Class Members in a timely fashion;
 - f. reporting the results of the administration process and the intended distributions to Class Counsel in a timely fashion;
 - g. maintaining the administration information so as to permit Class Counsel to audit the administration at the discretion of Class Counsel or if ordered by the Court;
 - h. responding to Class Member inquiries and communications with Class Counsel;
 - i. calculating the withholding of both employee and employer portions of CPP, EI and income tax and remitting same;
 - j. preparing and distributing T4A forms to Class Members;
 - k. reporting to Class Counsel respecting Claims received and administered and administration expenses;
 - l. holding the Claim Fund in an interest-bearing trust account at a Canadian Schedule 1 bank in Canada and making all payments from the Claim Fund from that account as authorized;

- m. cash management and audit control;
 - n. preparing and submitting reports and records as directed by Class Counsel or the Court; and
 - o. other steps as directed by Class Counsel or the Court, as needed.
6. All information received from the Defendant or the Class Members is collected, used, and retained by the Claims Administrator pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 for the purposes of administering their Claims.

D. CLAIMS BY CLASS MEMBERS

- i. Requirement to Submit Timely Administrative Form*
- 7. Class Members shall complete an Administrative Form in order to be eligible to receive payments from the Claim Fund. This form must be completed and submitted to the Claims Administrator within ninety (90) days of Final Approval.
- 8. If the Claims Administrator finds that deficiencies exist in an Administration Form, the Claims Administrator shall forthwith notify the Class Member of the deficiencies. The Class Member must correct the deficiencies to the satisfaction of the Claims Administrator by the deadline set out in section 7.
- 9. Class Members who submit a late Administrative Form for any reason will only be eligible to receive any compensation in the event there are surplus funds remaining after the distribution, for example due to stale dated cheques, or in the event the holdback for administration or taxes exceeds what is required. Payments to Class Members who submit late Administrative Forms are in the discretion of Class Counsel and may be in amounts less than the compensation provided to Class Members who submitted a timely Administrative Form, depending on the sufficiency of funds. There is no appeal regarding the determination that an Administrative Form is late or from the amount of funds provided to Class Members who submitted a late Administrative Form.
- 10. An Administration Form will not be considered late solely because the Class Member is required to prove their membership in the Class pursuant to the process set out in paragraphs 11-13 below, where the Class Member submitted their Administration Form to the Claims Administrator prior to the deadline and the Administration Form was otherwise complete.

- ii. Confirmation of Membership in Class*

11. The Claims Administrator shall verify that the Class Member's name appears on the Class List provided by the Defendant. Where an individual submits an Administrative Form and their name is not on the Class List, the Claims Administrator will ask the individual to provide proof of membership in the Class within thirty (30) days. The Claims Administrator and/or Class Counsel may also ask the Defendant to confirm the individual's

employment history and membership in the Class. The Claims Administrator shall determine the individual's membership in the Class within ten (10) days of the date the individual provides proof of Class Membership.

12. Proof of Class Membership may be provided by submission of documents such as employment agreements, tax forms, paystubs, and uniform deduction/return agreements. The Claims Administrator and/or Class Counsel may request the Defendant to review any documents submitted to verify their authenticity.
13. If an individual disagrees with the determination by the Claims Administrator regarding their membership in the Class, such dispute shall be referred to the independent Referee for a binding determination. The individual is responsible for paying the cost of the Referee's fee, not to exceed \$75. The Referee shall issue a written decision within ten (10) days, and is not required to provide reasons. The decision of the Referee is final and not subject to any appeal.

iii. Calculation of Class Member Compensation

14. Class members will be compensated based on their weeks of service within the class period and the province(s) in which they were employed at Flight Centre. Compensation will be adjusted to discount pre-limitation period work by 75% relative to post-limitation period work.
15. Each Class Member's relative share will be calculated in general as follows:
 - (a) Proportionate value of each week worked in the Class Period is weighted by Province, having regard to the following Overtime Thresholds under the Applicable Employment Standards Legislation:
 - i. Alberta and Ontario: 44 hours
 - ii. British Columbia, Saskatchewan, Newfoundland and Manitoba: 40 hours
 - iii. Nova Scotia: 48 hours

Based on a hypothetical 50-hour work week, the ratio of overtime hours worked in these provinces is 3:5:1, which is reflected in the relative value attributable to each week worked in the Class Period.
 - (b) Given the unique statutory exemption for commissioned salespeople in British Columbia, the value of each British Columbia work week will be discounted by 65%.
 - (c) Time worked pre-limitation period will be discounted by 75% relative to time worked post-limitation period to account for the two-year statutory limitation period.
16. For any class member, the value of their claims will be the total post-limitation period weeks + pre-limitation period weeks, taking into account the factors impacting on the value of a given week of service described above, and summarized in Table 1, below:

Table 1

	Nova Scotia	Alberta/Ontario	British Columbia	Manitoba /Saskatchewan /Newfoundland
Value of post-limitation period week	x	3x	0.35 (5x)= 1.75x	5x
Value of pre-limitation period week	0.25(x)	0.25(3)(x)	0.25(1.75)(x)	0.25(5)(x)

17. An example of the operation of the compensation calculation is below:

If a class member from Alberta worked 50 weeks pre-limitation period plus 50 weeks post limitation period, their share would be:

$$\begin{aligned}
 &= 50(3)(x) + 50(0.25)(3)(x) \\
 &= 150x + 37.5x \\
 &= 187.5x
 \end{aligned}$$

To determine the value of “x” and therefore determine the exact share for each class member, the Claims Administrator will add up the total of all class members’ shares as a function of “x” and divide that number into the total value of the Claim Fund.

18. Every Class Member who completes an Administrative Form shall indicate length of service within the class period, including their start date(s) and end date(s), and the province(s) in which they were employed at Flight Centre at all relevant times during the Class Period and confirm that they were employed as a Travel Consultant at such times.
19. The amounts paid pursuant to this settlement are income and the Claims Administrator shall deduct/remit employee and employer portions of CPP, EI and income tax, and prepare T4A forms as necessary. The Defendant is not responsible to withhold any amounts. The Claims Administrator and each member of the Class are responsible for any tax or other amounts payable and will indemnify the Defendant for any liability in this regard.
20. The Claims Administrator will prepare Notification Letters individualized for each Class Member describing their relative share. A Class Member who disputes their relative share must notify the Claims Administrator in writing within fourteen (14) days of the date of the Notification Letter. The Claims Administrator may reconsider and correct any errors identified by the Class Member within five (5) days of the receipt of the Class Member’s notification of dispute (e.g. if the Class Member’s relative share does not reflect that they applied and were eligible for all four issues). If the Class Member continues to dispute the Claims Administrator’s decision, such dispute shall be referred to the independent Referee for a binding determination. The individual is responsible for paying the cost of the

Referee's fee, not to exceed \$75. The Referee shall issue a written decision within ten (10) days, and is not required to provide reasons. The decision of the Referee is final and not subject to any appeal.

21. Amounts may be distributed to Class Members by the Claims Administrator by cheque or e-transfer or electronic funds transfer, within the discretion of the Claims Administrator.
22. Class Members are responsible for providing the Claims Administrator with accurate and timely information to facilitate the distribution of funds. In the case of incomplete, incorrect or missing contact or banking information necessary to distribute funds to a Class Member, and in the case of stale cheques, the Claims Administrator shall make at least one attempt to reach out to the Class Member, and the Class Member shall have thirty (30) days from the date of this attempt to provide the corrected information to the Claims Administrator or to request a fresh cheque in the case of a stale cheque.
23. If the Class Member cannot be located or fails to respond to communication from the Claims Administrator, their funds may be treated as surplus funds available for distribution in accordance with Step 6 described below. The Claims Administrator will provide Class Counsel with information concerning its efforts to contact a Class Member prior to taking this step.

E. DISTRIBUTION PROCESS

24. Generally, the Claims Administration Process will be as follows:

Step 1: Receipt of Administrative Forms and any confirmation of Class Member status/eligibility.

Step 2: Determination of the number of eligible Class Members, confirmation of the amounts available for distribution, and relative share of Class Members.

Step 3: Preparation/distribution of Notification Letters.

Step 4: Distribution to Class Members who submitted timely Administration Forms, and remittances to CPP/EI/CRA as necessary.

Step 5: The Claims Administrator will provide a report on the results of the Administration and Distribution to Class Counsel.

Step 6: If there are sufficient funds (i.e. due to stale cheques, amounts leftover from holdback, etc.), Class Counsel may direct the Claims Administrator to make a further distribution to individuals who submitted late Administrative Forms.

Step 7: If any amount is remaining from the Settlement Amount and the Administrative Holdback after the distribution set out above and the payment of any taxes on account of interest earned in the Trust Account, such amount shall be paid to the Ontario Employment Education & Research Centre (OEERC) within 30

days of Class Counsel's receipt of final Notices of Assessment from the Canada Revenue Agency, or as directed by the Court.

F. ROLE OF COUNSEL

25. Class Counsel shall oversee the claims process and provide advice and assistance to the Claims Administrator regarding this Administration Protocol and Distribution Protocol and the claims process
26. Notwithstanding the foregoing, if, during the administration process, Class Counsel have reasonable and material concerns that the Distribution Protocol is producing an unjust result on the whole or to any material segment of the Class Members or that a modification is required or recommended, they shall move to the Court for approval of a reasonable modification to this Distribution Protocol or for further directions. Class Counsel shall seek input from the Claims Administrator and Defendant before taking any such steps.

G. CONFIDENTIALITY

27. All information received from the Defendant or the Class Members is collected, used, and retained by the Claims Administrator pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 for the purposes of administering their Claims.

SCHEDULE "B"

Aps v. Flight Centre Travel Group (Canada) Inc.

Court File No.: CV-19-00614755-00CP

Administration Form

You must complete Administrative Form to receive a payment under the class action settlement. You are responsible for completing this Administrative Form in full and delivering it to the Claims Administrator by the deadline (_____, 2021). The Administrative Form must be received by the Claims Administrator by the deadline. Forms may be completed online or delivered by email, fax, or mail to the Claims Administrator. Please note that incomplete, incorrect or deficient forms may be returned by the Claims Administrator and must be corrected by the deadline.

Copies of the Distribution Protocol, Class Action Settlement, and Notices may be viewed online at goldblattpartners.com and flightcentreclassaction.com.

If you have any questions, contact the Claims Administrator or Class Counsel.

1. CLAIMANT INFORMATION

This information is required in order to confirm your identity and membership on the Class List, and to facilitate payment and remittances.

First Name

Last Name

Address

Email Address

Telephone Number

SIN

Date of Birth

Please note you are responsible for ensuring the contact information provided to the Claims Administrator is accurate and up-to-date. In the event of a change of address, etc. please contact the Claims Administrator and Class Counsel.

2. COMMUNICATIONS

I consent to receiving information and communications from the Claims Administrator and Class Counsel at the address, email address, and telephone number (including text messaging) provided above. I understand that the information I have provided above will only be used for administration of this Class Action Settlement. I understand I may withdraw my consent at any time, but that this

may affect the ability of the Claims Administrator and Class Counsel to reach me with important information about the Class Action, including to facilitate/ensure payment.

3. EMPLOYMENT HISTORY

This information is required in order to confirm your identity and membership on the Class List, and your eligibility to receive a payment.

LOCATION (Province and Name of Branch)	START DATE (Day/Month/Year)	END DATE (Day/Month/Year)	I WAS EMPLOYED AS A TRAVEL CONSULTANT DURING THIS TIME
			[CHECK BOX]

I understand that if my name does not appear on the Class List, I may be contacted by the Claims Administrator and requested to provide additional information or documents to confirm my membership in the Class, and that my eligibility to receive payment depends on satisfactory and timely proof of my membership in the Class.

4. PAYMENT

This information is required in order to process your claim for payment. Please check one.

I wish to receive payment by e-transfer to my email address provided above.

I wish to receive payment by electronic funds transfer to my bank account:

Bank account number:

Financial institution:

I wish to receive payment by cheque to the address provided above

Please note you are responsible for ensuring the payment information provided to the Claims Administrator is accurate and up-to-date. In the event of a change of payment information, please contact the Claims Administrator and Class Counsel.

5. CONTACT INFORMATION

In the event of questions or concerns, please contact the Claims Administrator or Class Counsel below:

[Claims Administrator]

Class Counsel

Tanya Atherfold-Desilva, Law Clerk

Goldblatt Partners LLP
T 416.979.4233 or 1-800-387-5422
F 416.591.7333
E tatherfold@goldblattpartners.com
20 Dundas Street W., Suite 1039
Toronto ON M5G 2C2

www.goldblattpartners.com

6. DECLARATION AND AFFIRMATION

I hereby declare and affirm my belief in the accuracy of the information provided in this form.

[CHECK BOX]

Note – it is a criminal offence to intentionally make a false statement

SCHEDULE “C”

NOTICE OF APPROVED CLASS ACTION SETTLEMENT APS v. FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

<p>TO: All current or former Travel Consultants employed by Flight Centre Travel Group (Canada) Inc. in the Provinces of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland, for the period from December 2008 to [the Date Certification is Granted in this Action].</p>
--

**A SETTLEMENT HAS BEEN APPROVED IN THE CLASS ACTION AGAINST
FLIGHT CENTRE TRAVEL GROUP (CANADA) INC. (“FLIGHT CENTRE”)**

PLEASE READ THIS CAREFULLY as it describes how to claim your share of the settlement.

For more information about this class action and the settlement, please visit the following website: www.flightcentresettlement.com. If you have questions, you may also contact the Claims Administrator at [insert contact].

What is the settlement?

Flight Centre has agreed to settle the class action for a total all-inclusive payment of \$7 million. The court has now approved the settlement, lawyers' fees and related expenses. You can read the court reasons approving the Settlement Agreement, Fees and Distribution Protocol at [insert admin website link].

What should I do?

If you were a **Travel Consultant, Future Team Leader, Travel Manager and/or Reservation Specialist** in any of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia and/or Newfoundland at any time between December 2008 and [the Date Certification is Granted in this Action] go to www.flightcentresettlement.com and complete the form online. You must complete the form by no later than [filing deadline].

After you complete the form and after the Filing Deadline has passed, the Claims Administrator will review your claim to make sure you are eligible to receive a share of the settlement. If you are eligible, you will receive your choice of a cheque, e-transfer or electronic funds transfer.

Your individual payment will be calculated on the basis of the court-approved Distribution Protocol. The amount you receive will depend on how long you worked during the Class Period

at Flight Centre, the province where you worked and the number of Class Members who submit claims.

Where can I ask more questions?

Trilogy Class Action Services has been appointed by the court to administer this settlement. Any questions can be sent to Trilogy at [insert admin contact].

You can also contact the lawyers for the Class Members at [insert class counsel contact].

You can read the full Distribution Protocol and Settlement Agreement at [insert administrator website].

Interpretation

This notice contains a summary of some of the terms of the Settlement Agreement and the Distribution Protocol. If there is a conflict between the provisions of this notice and the Settlement Agreement or the Distribution Protocol, the terms of the Settlement Agreement or Distribution Protocol, as applicable, shall prevail.

**PLEASE DO NOT CALL FLIGHT CENTRE, THE COURTHOUSE OR THE
REGISTRAR OF THE COURT ABOUT THIS SETTLEMENT.**

This notice was approved by the Ontario Superior Court of Justice.

Aps Plaintiff and Defendant
Flight Centre

Court File No.: CV-19-641755-CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

NOTICE OF MOTION
(CERTIFICATION, SETTLEMENT, DISTRIBUTION
PROTOCOL AND FEE APPROVAL)
(Returnable November 9, 2020)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1100
Toronto ON M5G 2G8

Charles Sinclair LS#43178A

Tel: 416-979-4234

Nadine Blum LS#527772G

Tel: 416-979-6971

Joshua Mandryk LS#68823D

Tel: 416-979-6970

Fax: 416-591-7333

Lawyers for the Plaintiff

Court File No.: CV-19-00614755-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

STEPHEN APS

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

PROCEEDING UNDER THE *CLASS PROCEEDING ACT, 1992*

TABLE OF CONTENTS

	Page
A. OVERVIEW	3
B. THE CLASS	4
C. BACKGROUND	4
(i) Retainer.....	4
(ii) The Claim	5
(iii) The Certification Record	7
(iv) Settlement Discussions - Mediation	12
D. THE PROPOSED SETTLEMENT	14
(i) Settlement Terms	14
(ii) Opt-outs	17
(iii) Class Counsel Fees and Plaintiff Honorarium.....	17
D. ADMINISTRATION OF THE SETTLEMENT	17
(i) The Objectives of the Distribution Protocol.....	18

(ii) The Formula – Calculation of the Class Members’ Entitlements.....	18
(iii) Administration of the Distribution.....	21
(iv) The Claims Administrator	24
E. EXPERIENCE OF CLASS COUNSEL.....	25
F. SETTLEMENT QUANTUM ASSESSMENT.....	28
(i) Canadian Overtime Settlements.....	28
(ii) American Overtime Settlements.....	29
(iii) \$7 Million Represents a Reasonable Recovery in Light of Risks	30
G. BENEFITS OF SETTLEMENT	34
(i) Settlement Avoids Delays Associated with Trial and Appeals if Successful.....	35
(ii) Settlement Achieves Behaviour Modification.....	35
(iii) Settlement Provides For Pro-Rata Payments Without Individual Proof of Damages	36
(iv) Settlement Achieves Benefit for All Class Members	37
(v) Settlement Avoids Litigation Funding Costs.....	37
(vi) Settlement Avoids Risk that Flight Centre Will Be Unable to Satisfy a Judgement.....	38
(vii) Settlement Provides Recovery for Class Members Whose Claims May Now Be Otherwise Barred.....	42
H. RECOMMENDATION OF CLASS COUNSEL	44
I. CERTIFICATION TEST.....	44
J. NOTICE TO AND RESPONSE BY CLASS MEMBERS	45
(i) Notice of the Settlement to the Class.....	45
(ii) Communications with Class Members Since Notice of the Settlement	46
(iii) Opt-outs	47
K. FEE APPROVAL	48
(i) Summary of Time Spent and Fee Sought.....	48
(ii) Result Achieved for the Class.....	48
(ii) Risk Assumed by Class Counsel / Merits of the Claim.....	49

(iii)	Importance of the Matter to the Class.....	49
(iv)	Expectations of the Class.....	50
(v)	Opportunity Cost	50
L.	Honorarium for Representative Plaintiff	50

AFFIDAVIT OF JOSHUA MANDRYK
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)
(Sworn November 2, 2020)

1. I am a lawyer with Goldblatt Partners LLP (“GP” or “Class Counsel”), and a member of the litigation team at GP with carriage of this matter. I have direct knowledge of the substantive matters that have transpired in the litigation as described herein, and I attended the two-day mediation that led to the settlement of this matter. As such, I have knowledge of the matters deposed to herein, except where indicated to be based on information and belief and, where so indicated, I verily believe the same to be true.
2. This affidavit is sworn in support of the plaintiff’s motion for settlement approval, approval of the distribution protocol, approval of the honorarium for the representative plaintiff, and approval of Class Counsel’s fees. I swear this affidavit for no other or improper purpose.
3. When I use capitalized terms in this affidavit, the terms are intended to have the same meaning as in the Settlement Agreement and the Distribution Protocol, unless indicated otherwise.

A. OVERVIEW

4. This settlement, if approved, will completely resolve the litigation between the parties at a relatively early stage of the litigation. It will provide fair compensation to the Class

Members for the unpaid overtime they worked during their time at Flight Centre Travel Group (Canada) Inc. (“Flight Centre”) in an efficient and simple manner. Moreover, the proposed settlement and the distribution of the settlement proceeds to the Class Members comes at a time when the travel industry has been decimated by the COVID-19 pandemic and will therefore put money into the hands of Class Members at a critical time for them.

5. Class Counsel and the representative plaintiff believe that the proposed settlement represents a good resolution for Class Members and request that the Court approve it.

B. THE CLASS

6. The class is as follows:

All current or former Travel Consultants employed by Flight Centre Travel Group (Canada) Inc. in the Provinces of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland, for the period from December 2008 to the date of certification (the “**Class**” and “**Class Members**”)

7. There are 4,982 people in the Class.

C. BACKGROUND

(i) Retainer

8. The plaintiff and Class Counsel entered into a retainer agreement on February 19, 2019, a copy of which is attached to my affidavit as **Exhibit “A”**.

9. The retainer agreement provides that upon successful resolution of the action consisting of (i) a final judgment on the common issues in favour of some or all of the Class Members, or (ii) a court-approved settlement benefitting one or more Class Members, Class Counsel will be entitled to payment of its fees and disbursements on a contingency basis.

10. In particular, the retainer agreement provides that in the event that an agreement to settle the action is reached prior to the commencement of the certification hearing, as is the case in the within matter, Class Counsel shall be entitled to 25% of the amount recovered by the Class Members pursuant to any settlement agreement, plus disbursements and taxes.

11. As is set out in greater detail below, having regard to the terms of the retainer agreement and the rulings of this Court and other courts, Class Counsel is requesting a fee equivalent to 25% of the Settlement Amount, plus disbursements and taxes.

(ii) The Claim

12. The Statement of Claim in this action was issued in Toronto on February 21, 2019. The Statement of Claim was amended on November 18, 2019 to extend the class period to December 2008, and again on September 3, 2020 pursuant to the proposed settlement in order to clarify the class definition. A copy of the September 3, 2020 Amended Amended Statement of Claim is attached to my affidavit as **Exhibit “B”**.

13. As set out in the Amended Amended Statement of Claim, the defendant Flight Centre is the largest brick and mortar travel retailer in Canada, with around 150 locations across Canada at the time the Statement of Claim was issued. The Class Members are non-managerial employees at Flight Centre’s locations in the provinces in which it operates, namely, Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland. The claim relates to unpaid overtime for hours worked above the overtime thresholds under the applicable employment standards legislation. The action was framed in breach of contract (including the duty of good faith), unjust enrichment and negligence.

14. The plaintiff pleaded that the Class Members’ employment contracts were subject to the applicable provincial employment standards legislation, which were incorporated into the contracts of employment as a matter of law, and that Flight Centre breached these requirements by:

- a) failing to ensure that the Class Members’ hours of work were monitored and accurately recorded;

- b) failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly controlled and applied, for, among other things, recording all hours worked by the Class Members and ensuring that the Class Members are compensated for all hours worked;
- c) failing to record and maintain accurate records of all actual hours worked by the Class Members;
- d) failing to advise the Class Members of their entitlement to overtime pay for hours worked in excess of the overtime threshold under the applicable employment standards legislation;
- e) imposing on Class Members an overtime policy that purports to create an unlawful barrier to the payment of overtime;
- f) creating and/or permitting and/or suffering a working environment and circumstances in which the Class Members are: (i) required and/or permitted and/or suffered to work hours in excess of those scheduled, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation, in order to carry out the duties assigned to them; (ii) dissuaded from reporting hours worked in excess of those scheduled, including both hours below and in excess of the overtime threshold under the applicable employment standards legislation; and (iii) dissuaded from claiming or obtaining compensation for their unpaid hours worked, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation;
- g) requiring and/or permitting and/or suffering the Class Members to work hours in excess of those scheduled, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation, but failing to appropriately compensate the Class Members as required for all hours worked; and
- h) imposing on Class Members illegal and/or inapplicable overtime and/or excess weekly hours of work agreements.

15. The plaintiff pleaded that Flight Centre had an obligation to act in good faith in the performance of its employment contracts, which it breached by, among other things, failing to accurately record and compensate the actual hours worked by the Class Members or failing to prevent them from working hours that it did not intend to compensate. The plaintiff pleaded that for the same reasons, Flight Centre was unjustly enriched and breached the duty of care it owed to the Class Members to ensure that they were properly compensated for all hours worked at the appropriate rates.

16. The defendant's counsel, Norton Rose Fulbright, came on the record for Flight Centre on March 15, 2019.

(iii) The Certification Record

17. The parties' counsel attended before Justice Belobaba on October 30, 2019, at which time His Honour endorsed a timetable to which the parties had previously agreed. The certification motion was ultimately scheduled to be heard on November 9 and 10, 2020.

18. The plaintiff served his certification record on November 27, 2019. The evidentiary record put forward by the plaintiff contained affidavits from five Flight Centre employees who had store-level experience spanning nine store locations, four provinces, two Flight Centre brands and multiple years during the class period. The plaintiff also tendered evidence detailing the 237 unique registrations from individuals working at over 50 store locations received on Class Counsel's registration website. The plaintiff's motion record contained copies of Flight Centre's standard employment policies with respect to hours of work and overtime, as well as standard job descriptions and employment contracts.

19. The plaintiff filed affidavit evidence from himself, along with Paul Joseph Muirhead, Justine Wilke, Anastasia Quinn, Hilary Choi and Tanya Atherfold-DeSilva. This evidence can be summarized as follows:

- (a) The plaintiff was employed by Flight Centre as a Travel Consultant at its Dixie Mall location from April 2014 to January 2015. The plaintiff deposed that his work as a Travel Consultant included selling vacation products to the defendant's customers, performing all associated administrative duties and

paperwork, and attending unpaid Buzz Nights, training sessions, and weekly business meetings. The plaintiff set out the job duties and responsibilities of Travel Consultants in significant detail at paragraphs 11-49 of his affidavit. The plaintiff deposed that he worked an average of 45 to 50 hours per week, not including “Buzz Nights” and other unpaid trainings or meetings that would occur from time-to-time outside of regularly scheduled hours, and which took an additional 10 to 12 hours per month on average. The plaintiff’s evidence was that during the busy periods his hours of work were even greater. The plaintiff gave evidence that he was never compensated with overtime pay for his hours of work in excess of the overtime threshold, nor was he ever compensated for his overtime with time off in lieu, save for a few instances where his Team Leader permitted him to start work a little bit later on days when he had to come in for a morning meeting or training. The plaintiff gave evidence that the problems regarding unpaid overtime were systemic and were based on deficiencies in Flight Centre’s systemic policies and practices; Flight Centre had no system in place to track and record the Class Members’ actual hours of work, and ensure Class Members would be compensated for same;

- (b) Paul Joseph Muirhead (“Muirhead”) worked for Flight Centre as a Travel Consultant at the defendant’s King and Spadina Location (525 King Street West) in Toronto, Ontario from January 5, 2018 until September 9, 2018. Muirhead deposed that he worked approximately 46-47 hours per week on average, not including monthly Buzz Nights (3-4 hours), monthly team socials (3-4 hours), monthly “partner” meetings (3-4 hours), and “Vision Planning Goals” meetings (occurring 1-2 times a year for approximately 3 hours). Muirhead also testified that he usually worked through his unpaid lunch. Muirhead deposed that he attempted to claim lieu time as a result of working overtime to service clients, but was told that lieu time was only granted in respect of pre-scheduled “meetings” with clients or with management outside of work hours. As a result, Muirhead was never granted time off in lieu while employed with Flight Centre. Muirhead gave evidence that Flight Centre had no system in place such as a punch card to track and record the Class

Members' actual hours of work, and to ensure that Class Members were compensated accordingly;

- (c) Justine Wilke ("Wilke") worked for Flight Centre as a Travel Consultant at one Cruiseabout location and three Flight Centre locations in British Columbia on a full-time basis between March 4, 2009 and October 15, 2018. Wilke gave evidence that she worked around 52.5 hours a week on average at Flight Centre's Courtenay store; around 50 hours a week on average at Flight Centre's Westshore store; around 60 hours a week on average between December 2013 and November 2014 at Cruiseabout's Uptown store; and around 55 hours a week at Flight Centre's Uptown store. Wilke worked even longer than these hours during the busy periods at each of these stores. None of these totals include the time spent at Buzz Nights, weekly business meetings, training and other meetings that occurred outside of in-store working hours. Wilke also worked around 40 hours per week as a "part-time" employee at Flight Centre's Courtenay store. Wilke gave evidence that despite raising concerns with management with respect to unpaid overtime, she never received overtime pay or time off in lieu of overtime pay. Wilke gave evidence that Flight Centre's failure to track and record its Travel Consultants' hours of work prevents them from asserting a claim to the overtime pay/time off in lieu to which they are entitled;
- (d) Anastasia Quinn ("Quinn") worked for Flight Centre as a Travel Consultant from September 2014 until September 2016 at Flight Centre's Kingsway and Southgate locations in Edmonton, Alberta. Quinn gave evidence that she worked approximately 45-50 hours per week on average, and even more during the busy periods. This time did not include Buzz Nights, weekly business meetings and other meetings that occurred outside of the in-store working hours, and which took approximately 5-10 additional hours per month. Quinn gave evidence of discussions with management at monthly meetings about unpaid overtime and time off in lieu of overtime, and being told that there would be no overtime pay or time off in lieu of overtime. Quinn

gave evidence that she never received overtime pay or time off in lieu of overtime pay during her time at Flight Centre. Quinn gave evidence that Flight Centre's failure to track and record its Travel Consultants' overtime pay impeded them from asserting a claim to overtime pay/time off in lieu of overtime pay;

- (e) Hilary Choi ("Choi") worked for Flight Centre as a Travel Consultant from November 8, 2016 until October 19, 2018 at its Bedford Place Mall and Mic Mac Mall locations in Halifax, Nova Scotia. Choi deposed that she worked approximately 50 hours per week on average, and even more during the busy periods. This time did not include Buzz Nights, weekly business meetings and other meetings that occurred outside of the in-store working hours, and which took approximately 5-10 additional hours per month. Choi gave evidence of multiple conversations with Flight Centre management about overtime pay, and being told that commission was how she was compensated for overtime hours. Choi gave evidence that she never received overtime pay or time off in lieu of overtime pay during her time at Flight Centre, aside from one half "lieu day" for working on a scheduled day off, and limited time off in lieu at straight time for weekly business meetings until around March 2018. Choi gave evidence that Flight Centre had no system in place such as a punch card to track and record the Class Members' actual hours of work, and ensure that Class Members were compensated accordingly; and
- (f) Tanya Atherfold-Desilva ("Atherfold-Desilva") is a law clerk at Goldblatt Partners LLP. Atherfold-Desilva deposed that Class Counsel maintains a website for this class action at <https://flightcentreclassaction.com>, where putative Class Members are encouraged to submit their contact information to Class Counsel, as well as details about their employment history with the defendant. Atherfold-Desilva sets out in her initial affidavit that Class Counsel received 237 unique registrations from individuals who worked at over 50 store locations in Alberta, British Columbia, Manitoba, Nova Scotia, Newfoundland and Labrador and Ontario.

20. The defendant filed a responding record on May 1, 2020, which included affidavits filed by:

- (a) Christopher Alders (“Alders”), Retail Operations Leader for Flight Centre. Alders has worked for Flight Centre companies in Australia and Canada since 2003. Among other things, Alders deposed that Retail Travel Consultants did not *need* to work late to ensure customer support, in part because of the option of a 24-hour hotline customers could call for such support (paras 13-14). Alders also deposed that Class Members could track their approved overtime (and be compensated through time in lieu) through Time Off Tracker, a system Flight Centre used to track and approve employees’ time off (para 16). Alders also deposed that in spite of language in the individual employment contracts to the contrary, “Buzz Nights” were not actually mandatory (para 24). Alders also deposed that store hours for Retail Travel Consultants vary across Canada, and typically depend on whether a store is open weekends and whether a store is located in a mall (which typically have later hours); and
- (b) Lisa Baker (“Baker”), Peopleworks Leader for Flight Centre. Baker has worked for Flight Centre in Canada since September 2004. Baker oversees Human Resources for Flight Centre, among four other groups within the umbrella of Peopleworks. In her affidavit, Baker described the evolution of Flight Centre’s overtime policies over time (paras 14-17). Baker also deposed that Flight Centre has a centralized, electronic system for tracking overtime hours and time in lieu called Time Off Tracker, and that Class Members could have requested time in lieu through the Time Off Tracker (paras 18-22).

21. The plaintiff filed a reply record on May 27, 2020. In his reply record, the plaintiff, Muirhead, Wilke, Quinn and Choi deposed that Flight Centre had no system in place to track and record their hours of work and ensure they were compensated for these hours, and refuted the allegations made by Flight Centre’s affiants with respect to, *inter alia*, the tracking and recording of overtime hours, the need to work overtime hours at Flight Centre, the mandatory nature of Buzz Nights, and Flight Centre’s alleged failure to compensate Travel Consultants

for their overtime hours worked. Atherfold-DeSilva also filed a reply affidavit detailing that Class Counsel had received 21 new registrations since the plaintiff's initial motion record, and that class counsel now had a total of 258 unique registrations.

(iv) Settlement Discussions - Mediation

22. Following the commencement of the action in 2019, and as is set out in the plaintiff's certification materials, Flight Centre implemented a brand new Working Hours and Overtime Policy applicable to the Class Members, effective November 1, 2019. This change was announced to Flight Centre's employees on October 1, 2019 by email from John Beauvais, President of Flight Centre. That email is marked as **Exhibit "C"**. The new Working Hours and Overtime Policy is marked as **Exhibit "D"**.

23. Following the defendant's introduction of its new Working Hours and Overtime Policy, Class Counsel formed the view that Flight Centre had addressed some (but not all) of the plaintiff's policy concerns and that there may be some appetite for settlement discussions, based on how similar significant policy changes precipitated mediation and settlement in GP's previous class actions in *Fulawka v Bank of Nova Scotia* and *Eklund v GoodLife Fitness Centres Inc.*

24. In or around the fall of 2019, Class Counsel had a number of tentative discussions with the defendant's lawyers regarding the possibility of attempting to mediate a resolution to the case. To assist in facilitating these discussions, on or about January 14, 2020, counsel for the defendant provided Class Counsel with excel data regarding the number of full-time equivalents employed in the class during each year of the class period.

25. The parties subsequently agreed to attend a mediation with Joel Wiesenfeld, which was scheduled for June 17-18, 2020. The mediation was subsequently rescheduled to July 22-23, 2020 in order to accommodate in-person attendance by the defendant's instructing client, who is located in the United States and was subject to restrictions on travel into Canada due to the COVID-19 pandemic.

26. The parties exchanged detailed mediation briefs in advance of the mediation, including a reply brief on behalf of the plaintiff.

27. The mediation proceeded on July 22 and 23, 2020 with Mr. Wiesenfeld as mediator. Mr. Wiesenfeld was known to GP as he had recently mediated two employment-based class action settlements in which we were class counsel: *Bozsik v Livingston*, in which the settlement was subsequently approved¹ by the court, and the major junior hockey employment class actions, *Berg v Canadian Hockey League*, *Walter v Western Hockey League*, and *Walter c Ligue de Hockey Junior Majeur du Québec Inc.*²

28. The mediation was conducted by a combination of in-person and Zoom attendance. I attended the mediation in-person along with Charles Sinclair and the representative plaintiff. Mariam Moktar and Nadine Blum attended for the plaintiff via Zoom. Mr. Aps was personally present and meaningfully engaged throughout the negotiations. He provided valuable feedback and information and instructed Class Counsel on all offers and counter-offers leading to the proposed settlement. Flight Centre was represented by Randy Sutton and Ted Brook, both of whom attended in person, along with Daniella Bonnano, Flight Centre's Vice President Legal Services and Risk. Mona Zarbafian, Senior Legal Counsel, Flight Centre Travel Group Canada, also attended via Zoom. The negotiations that took place were between responsible, sophisticated counsel who had clear mandates from their instructing clients, and goals as to what they wanted and needed to achieve. The negotiations were principled, but adversarial.

29. The mediation continued for the two full scheduled days with the mediator. A deal was ultimately reached and the parties entered into a term sheet at the conclusion of the

¹ 2019 ONSC 5340.

² On October 22, 2020, the Ontario, Alberta and Quebec courts issued decisions declining to approve the Settlement Agreement in *Berg v Canadian Hockey League*, 2020 ONSC 6389 *Walter v Western Hockey League*, 2020 ABQB 631, and *Walter c Ligue de Hockey Junior Majeur du Québec Inc.*, court file No. 500-06-000716-148. Each judge, in separate reasons, held that the settlement was not in the best interest of the class members – solely because they each found that the scope of the Release in the Settlement Agreement was overbroad and could extend to claims other than claims that had been raised in the actions. Each judge gave a strong indication that they would have approved the Settlement Agreement but for the wording of the Release. They even advised the parties that if an agreement could be reached on a revised Release which was more narrowly worded so as to clearly apply only to claims like the claims raised in the actions, the motion for approval of the Settlement Agreement with the revised Release could be made in writing, with no necessity for another hearing or notice being given as had been given for the earlier settlement approval hearing. For clarity, GP is only class counsel in *Berg v Canadian Hockey League* and *Walter v Western Hockey League* and not *Walter c Ligue de Hockey Junior Majeur du Québec Inc.*

second day of mediation. The proposed settlement was recommended to both parties by Mr. Wiesenfeld.

30. The parties stayed into the evening on the second day of the mediation in order to finalize the term sheet. The term sheet contemplated the parties entering into comprehensive Minutes of Settlement to resolve the Action, which the parties ultimately signed off on August 21, 2020. The Minutes of Settlement were amended on consent on September 23, 2020 to permit the delay of the payment of the *cy-pres* distribution, if any, until 30 days after receipt of final Notices of Assessment from the Canada Revenue Agency by Class Counsel (the “proposed settlement”).

31. As is described in Section G: “Benefits of Settlement” below, in the months leading up to the mediation and at the mediation itself, Class Counsel and Mr. Aps were conscious of the impact that the COVID-19 pandemic was having on the travel industry. This issue, and its material impact on Flight Centre’s business by the time of the mediation and going forward, was influential (but not determinative) in Class Counsel’s advice and the plaintiff’s decision to settle this claim at the time that we did.

32. I can advise that Class Counsel firmly believe that even in the absence of the pandemic, the quantum of the Settlement Amount represents a very good result for the Class Members. However, given the existence of the pandemic and the uncertainty surrounding its impact on the travel industry going forward, it was important to Class Counsel and to Mr. Aps that we settled the action at the time that we did.

D. THE PROPOSED SETTLEMENT

33. The proposed settlement is attached to my affidavit as **Exhibit “E”**. A copy of the term sheet, which contains a confidential opt-out threshold, will be provided to the Court at the settlement approval hearing.

(i) Settlement Terms

34. The proposed settlement provides for certification, for settlement purposes, of the following class:

All current or former Travel Consultants employed by Flight Centre in the Provinces of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland, for the period from December 2008 to the date certification is granted in this action (the “Class” and “Class Members”)

35. For certification purposes, Schedule “A” to the proposed settlement identifies the common issues as follows:

1. What are the relevant terms of the Class Members’ contracts of employment with the Defendant respecting:

a. Regular and overtime hours of work?

b. Recording of the hours worked by Class Members?

c. Compensation for hours worked by Class Members?

2. Did the Defendant breach any of the foregoing contractual terms?

36. The proposed settlement provides that Flight Centre will pay \$7,000,000 (the “Settlement Amount”) to the Class within ten (10) business days from the date when the Order received from the Court approving the proposed settlement has become a Final Order. The Settlement Amount is non-reversionary.

37. Pursuant to the proposed settlement, Flight Centre also agreed to implement a Timekeeping System, as defined in section 5(aa) of the proposed settlement, which will track and record the daily hours of work for all employees in the job classifications covered by the proposed settlement. Flight Centre agreed to make best efforts to implement this Timekeeping System by January 31, 2021. Flight Centre’s failure to have any such system was a central allegation in the plaintiff’s claim that Flight Centre failed in its duty to ensure that the Class Members’ hours were tracked and recorded and they were properly compensated for same.

38. The desire to make policy changes to improve working conditions for the Class Members at Flight Centre was a crucial motivator for the plaintiff in bringing the class action and was a key term in the settlement. This policy change was central to Mr. Aps’ demands at

the mediation. We would not have settled this class action at this early stage if we had not been able to achieve this policy change.

39. To our knowledge, this term of the proposed settlement marks the first time that a plaintiff has *ever* been able to negotiate a policy change in an employment class action. Although defendants in employment class actions have amended/updated their overtime policies prior to settlement in a number of employment class actions,³ including this one,⁴ this marks the first time that a plaintiff has been able to negotiate further policy changes as part of the mediation process, to our knowledge. In this regard, this settlement sets an important precedent in terms of the capacity of non-unionized workers to use class actions not only as a mechanism to recover back pay, but also to negotiate important policy changes with their employers. Class Counsel and the plaintiff are very proud of this achievement.

40. Although Flight Centre maintains that its existing Time Off Tracker system was adequate, the implementation of this Timekeeping System means that if/when the Class Members work excess hours of work, these hours will be tracked and recorded, and they will be compensated for same. Alternatively, the implementation of this Timekeeping System may mean that the employees' hours are tracked and recorded, and their managers monitor them in order to prevent the employees from working more than the overtime threshold under the applicable employment standards legislation. Either way, the implementation of the Timekeeping System will result in a significant benefit to the Class Members who continue to work for Flight Centre and for future employees of Flight Centre, either in the form of proper compensation for any overtime hours worked, or through working less hours, meaning that they have more personal time and better work-life balance.

41. Both the Settlement Amount and the Timekeeping System were the subject of considerable negotiations between the parties.

³ *Fulawka v Bank of Nova Scotia*, 2012 ONCA 443 at paras 23-26; *Eklund v Goodlife Fitness Centres Inc.*, 2018 ONSC 4146 at paras 3-5.

⁴ See Exhibit "C" and Exhibit "D" to this affidavit. See also Exhibits "R", "S", "T", and "U" to Affidavit of Stephen Aps, sworn November 18, 2019, Motion Record of the Plaintiff on Motion for Certification filed November 27, 2019 ("Motion Record (certification)'), Tab 2, pp 324-346.

(ii) Opt-outs

42. The proposed settlement provides that any notices in connection with the certification and settlement approval shall include an opt-out procedure in a form agreed to by the parties. The proposed settlement provides that notices will be posted on Class Counsel's website and will be distributed by regular mail or email to the last known addresses or email addresses of the Class Members, to the extent such information is available in the defendant's records and can be obtained through reasonable efforts. Class counsel has also distributed the notice by mail and by email to Class Members who registered on www.flightcentreclassaction.com.

43. The proposed settlement contains an opt-out threshold, which was the subject of considerable negotiations between the parties. The proposed settlement contemplates that if the number of opt-outs exceeded the threshold, Flight Centre would have the option to unilaterally terminate the settlement. The opt-out period was 30 days and expires on October 30, 2020.

44. The proposed settlement provides that Class Members who do not opt out will grant Flight Centre a release from any claims in relation to the action and the issues raised or which could have been raised therein, whether known or unknown.

(iii) Class Counsel Fees and Plaintiff Honorarium

45. The proposed settlement provides for Class Counsel fees in the amount of 25% of the Settlement Amount and disbursements, plus HST, as well as an honorarium for the representative plaintiff. Very little time was spent in the mediation on the issue of fees and the honorarium. Rather, the focus of the plaintiff's efforts was to maximize the amount for the Class Members and to ensure that the amount for Class Members was distributed in a manner that was fair.

D. ADMINISTRATION OF THE SETTLEMENT

46. A copy of the proposed Distribution Protocol agreed to by the parties is attached to my affidavit as **Exhibit "F"**. All Class Members who do not opt out will be eligible to participate in the settlement.

(i) The Objectives of the Distribution Protocol

47. The proposed Distribution Protocol is designed to meet the following principal objectives: (a) to reach as many Class Members as possible with notice of the settlement; (b) to provide an easy, barrier-free and efficient method for Class Members to make claims; and (c) to facilitate the expeditious and cost-effective payment of claims. The overall goal of the Distribution Protocol is to encourage the highest possible take-up rate among Class Members with reasonable and proportionate administrative costs.

48. As set out in greater detail below, Class Counsel believe that the proposed Distribution Protocol achieves the above objectives. First, the notice campaign informing Class Members of the motion to approve the proposed settlement, the Distribution Protocol, Class Counsel's fees and the plaintiff's honoraria was highly successful. We are confident that a significant percentage of Class Members are aware of the proposed settlement and of the approval motion scheduled for November 9, 2020 and that they will therefore participate in the proposed settlement, should it be approved by the Court. Second, Class Counsel has hired an experienced and effective claims administrator, Trilogy Class Action Services, with particular expertise in administering settlements in employment-related class actions. Third, the proposed Distribution Protocol does not require Class Members to prove their overtime hours but instead calculates their respective entitlements based on a formula dependent on the length or their tenure (both before and after the applicable limitation period) and on the province in which they worked.

(ii) The Formula – Calculation of the Class Members' Entitlements

49. Class Members will be compensated based on their weeks of service within the class period and the province(s) in which they were employed at Flight Centre. Compensation will be adjusted to discount pre-limitation period work by 75% relative to post-limitation period work. We chose to discount the time Class Members worked outside the two-year limitation period given the difficulties of obtaining recovery for this category of damages.

50. Each Class Member's relative share will be calculated in general as follows:

- (a) Proportionate value of each week worked in the Class Period is weighted by Province, having regard to the following Overtime Thresholds under the Applicable Employment Standards Legislation:
 - (i) Alberta and Ontario: 44 hours
 - (ii) British Columbia, Saskatchewan, Newfoundland and Manitoba: 40 hours
 - (iii) Nova Scotia: 48 hours

Based on a hypothetical 50-hour work week, the ratio of overtime hours worked in these provinces is 3:5:1, which is reflected in the relative value attributable to each week worked in the Class Period. Based on the evidence obtained from class members, there was a range in the weekly number of overtime hours class members worked. However, Class Counsel assumed a 50-hour work week for the purposes of the calculations as this number was reasonably within the range of hours worked by the plaintiff's affiants, and assuming this value would ensure that all class members, including those subject to a 48-hour overtime threshold, would receive compensation pursuant to the proposed settlement, while still allowing for different levels of entitlement based on the provincial overtime thresholds.

- (b) Given the unique statutory exemption for commissioned salespeople in British Columbia, the value of each British Columbia work week will be discounted by 65%.
- (c) Time worked pre-limitation period will be discounted by 75% relative to time worked post-limitation period to account for the two-year statutory limitation period.

51. For any Class Member, the value of their claims will be the total post-limitation period weeks plus pre-limitation period weeks, taking into account the factors impacting on the value of a given week of service described above, and summarized in Table 1, below:

Table 1

	Nova Scotia	Alberta/Ontario	British Columbia	Manitoba /Saskatchewan /Newfoundland
Value of post-limitation period week	X	3x	0.35 (5x)= 1.75x	5x
Value of pre-limitation period week	0.25(x)	0.25(3)(x)	0.25(1.75)(x)	0.25(5)(x)

52. An example of the operation of the compensation calculation is below:

If a Class Member from Alberta worked 50 weeks pre-limitation period plus 50 weeks post limitation period, their share would be:

$$= 50(3)(x) + 50(0.25)(3)(x)$$

$$= 150x + 37.5x$$

$$= 187.5x$$

To determine the value of “x” and therefore determine the exact share for each Class Member, the Claims Administrator will add up the total of all Class Members’ shares as a function of “x” and divide that number into the total value of the Claim Fund.

53. Every Class Member who completes an Administrative Form shall indicate their length of service within the class period, including their start date(s) and end date(s), and the province(s) in which they were employed at Flight Centre at all relevant times during the Class Period and confirm that they were employed as a Travel Consultant at such times. A copy of the administrative form is enclosed as **Exhibit “G”**.

54. The amounts paid pursuant to this settlement are income and the Claims Administrator shall deduct/remit employee and employer portions of CPP, EI and income tax, and prepare T4A forms as necessary. The defendant is not responsible to withhold any amounts. The

Claims Administrator and each member of the Class are responsible for any tax or other amounts payable and will indemnify the defendant for any liability in this regard.

(iii) Administration of the Distribution

55. As described above, the proposed Distribution Protocol is intended to provide a simple, expeditious and user-friendly distribution to the Class and to result in payment to the highest possible proportion of the Class Members. Moreover, it does not require Class Members to prove their unpaid overtime hours. As noted above, Flight Centre did not at the material time have in place a system to track employees' actual hours of work. It would be difficult, therefore, for Class Members to provide proof of unpaid overtime as Flight Centre itself would have no records in this regard.

56. The claims administrator's duties include the following:

- (a) providing notice(s) to the Class Members as may be required;
- (b) receiving information from the Defendant, including Class Members' contact information and dates of employment;
- (c) developing, implementing and operating the administration process including an online claim submission process and website;
- (d) making timely calculations of Class Members' Relative Share of the Claim Fund and notifying Class Members;
- (e) arranging payment to Class Members in a timely fashion;
- (f) reporting the results of the administration process and the intended distributions to Class Counsel in a timely fashion;
- (g) maintaining the administration information so as to permit Class Counsel to audit the administration at the discretion of Class Counsel or if ordered by the Court;

- (h) responding to Class Member inquiries and communications with Class Counsel;
- (i) calculating the withholding of both employee and employer portions of CPP, EI and income tax and remitting same;
- (j) preparing and distributing T4A forms to Class Members;
- (k) reporting to Class Counsel respecting Claims received and administered and administration expenses;
- (l) holding the Claim Fund in an interest-bearing trust account at a Canadian Schedule 1 bank in Canada and making all payments from the Claim Fund from that account as authorized;
- (m) cash management and audit control;
- (n) preparing and submitting reports and records as directed by Class Counsel or the Court; and
- (o) other steps as directed by Class Counsel or the Court, as needed.

57. The Claims Administrator shall administer this Administration and Distribution Protocol in accordance with the provisions of the Orders of the Court, the Settlement Agreement and the ongoing authority and supervision of the Court.

58. Generally, the Claims Administration Process will be as follows:

Step 1: Receipt of Administrative Forms and any confirmation of Class Member status/eligibility.

Step 2: Determination of the number of eligible Class Members, confirmation of the amounts available for distribution, and relative share of Class Members.

Step 3: Preparation/distribution of Notification Letters.

Step 4: Distribution to Class Members who submitted timely Administration Forms, and remittances to CPP/EI/CRA as necessary.

Step 5: The Claims Administrator will provide a report on the results of the Administration and Distribution to Class Counsel.

Step 6: If there are sufficient funds (i.e. due to stale cheques, amounts leftover from holdback, etc.), Class Counsel may direct the Claims Administrator to make a further distribution to individuals who submitted late Administrative Forms.

Step 7: If any amount is remaining from the Settlement Amount and the Administrative Holdback after the distribution set out above and the payment of any taxes on account of interest earned in the Trust Account, such amount shall be paid to the Ontario Employment Education & Research Centre (OEERC) within 30 days of Class Counsel's receipt of final Notices of Assessment from the Canada Revenue Agency, or as directed by the Court.

59. The exact amount for each Class Member will depend on the number of eligible Class Members, after opt-outs, who make a claim, and the number of weeks worked during the class period, in which province, and the amount of time that was worked before or after February 21, 2017.

60. Class Counsel's rough estimate is that if 3,500 Class Members submit claims (70.25% of the total class members), the average payment to the Class Members would be \$1,320. These funds are taxable and subject to employment-related deductions such as CPP/EI. The actual amount payable to each Class Member would vary based on the factors listed at paragraphs 49-50.

61. In reality, the \$1,320 estimate is likely an overly conservative estimate of the average payment to the Class Members as it is based on a 70.25% take-up rate and thus overestimates the amount of Class Members that will participate in the settlement. Based on Class Counsel's combined experience in claims administration, the take-up rate is anticipated to be between 45% to 65%. Lawyers in our firm have experience in administering claims-based employment class action settlements in *Rosen v BMO Nesbitt Burns Inc.*⁵, *Fulawka v Bank of Nova Scotia*⁶ and *Bozsik v Livingston*⁷, in which the take-up rates never exceeded 65%.

⁵ 2016 ONSC 4752.

⁶ 2016 ONSC 1576.

⁷ 2019 ONSC 5340.

62. The below charts illustrate the anticipated average net recovery of the Class Members, assuming 45% and 65% take-up rates, and the 70.25% take up rate estimated in the Notice:

Recovery on \$4,620,000 Net Settlement			
	45% take-up	65% take-up	70.25% take-up
Claimant Pool Size	2,242	3,238	3,500
Average Gross Compensation per Class Member	\$2,060.66	\$1,426.81	\$1,320.00

(iv) The Claims Administrator

63. Class Counsel is proposing Trilogy Class Action Services (“Trilogy”) as Administrator.

64. Trilogy is an experienced class action administrator. A list of Trilogy’s most recent cases in which it acted as administrator can be found at the following link:
<https://www.trilogyclassactions.ca/recent-cases>.

65. Trilogy was selected after a tendering process between it and RicePoint Administration Inc. Both administrators were provided with a request for proposal (“RFP”) in which they were asked to submit proposed administration plans with detailed cost estimates. A copy of the RFP is attached to my affidavit as **Exhibit “H”**.

66. Class Counsel conducted conference call interviews with both RicePoint and Trilogy to assess their qualifications and to scrutinize the proposals. In particular, Class Counsel queried their respective experience in calculating Class Members’ entitlements and in making settlement payments to Class Members in a quick and efficient manner. We then conducted a line-by-line analysis of each proposal to determine which proposal was likely to result in us

achieving this goal. Both Ricepoint and Trilogy provided cost estimates which varied according to potential take-up rate. The cost estimates were not directly comparable insofar they took into account different variables

67. After consultation with both potential administrators, Class Counsel formed the view that Trilogy was better-suited to administer the proposed settlement in this case. Class Counsel was pleased with Trilogy's engagement and responsiveness, as well as its valuable advice, from the moment it received our RFP. Class Counsel's initial positive impression of Trilogy has been borne out as their work to date has been of the highest quality. A copy of Trilogy's proposal and estimate for the administration of the proposed settlement is attached to my affidavit as **Exhibit "I"**.

68. The Defendant's lawyers were consulted about the choice of claims administrator. Trilogy was known to opposing counsel, who had worked with Trilogy on previous class actions, and ultimately approved of its selection.

E. EXPERIENCE OF CLASS COUNSEL

69. GP has considerable experience with class actions, particularly employment class actions concerning unpaid hours of work and overtime. We were counsel in a number of leading unpaid hours of work and overtime class actions, including *Fresco v CIBC*, *Fulawka v BNS*, *McCracken v CN Rail*, *Bozsik v Livingston*, *Walter v Western Hockey League*, *Berg v Canadian Hockey League*, *Eklund v GoodLife Fitness Centres Inc.*, *Montaque v Handa Travel Student Trip Ltd. o/a I Love Travel et al* and *Horner v Primary Response Inc.* Of these, the *Fresco*, *Montaque*, *Walter*, *Berg*, and *Horner* class actions are ongoing, although a settlement has been reached in the *Horner* class action, which is scheduled for a consent certification and settlement approval hearing on December 15, 2020. In addition, we have acted on a number of other class actions concerning employment, consumer protection, intellectual property, and pension matters.

70. In terms of my personal experience, I have dedicated my legal practice to the advancement of workers' rights and have significant experience and expertise advocating on behalf of precarious workers, in particular, in relation to the issue of wage theft. In my labour law practice, I have a particular focus on union organizing campaigns and applications for certification. I help trade unions organize precarious workers including construction labourers and other tradespeople, cleaners and early childhood educators. In the individual employment law context, I have also represented individuals and groups of workers in employment standards complaints and applications for review of employment standards complaints before the Ontario Labour Relations Board with respect to issues of unpaid wages and overtime and overtime averaging under Ontario's *Employment Standards Act, 2000*⁸ (the "Ontario ESA").

71. My class actions practice is focused exclusively on employment class actions involving unpaid wages and overtime and misclassification. I have chosen to focus exclusively on these types of cases because I see them as an extension of my work in the advancement of workers' rights and access to justice for working people. I view employment class actions as a mechanism, albeit imperfect, for collective access to justice for non-unionized, precarious workers. I am proud of this work and I care very deeply about the underlying goal of bettering the lives of working people.

72. I have been personally responsible for identifying, investigating, and proposing our firm pursue a number of its employment class actions, including *Eklund v GoodLife Fitness Centres Inc.*, *Montaque v Handa Travel Student Trip Ltd. o/a I Love Travel et al*, *Horner v Primary Response Inc.*, *Hopman v Starbucks Coffee Canada, Inc.*, and the herein action. I have also been directly involved in several of our firm's other employment class actions, including *Walter v Western Hockey League* and *Berg v Canadian Hockey League*. In these cases, I have been involved in contested and consent certifications, settlement approval hearings, and appeals of certification decisions to the Ontario Divisional Court and the Alberta Court of Appeal. I was co-counsel to United Food and Commercial Workers Canada in its intervention before the Supreme Court of Canada in *Uber v Heller*.

⁸ SO 2000, c 41.

73. Outside of my work as a lawyer, I am also an advocate for workers' rights issues more broadly. During my time as a law student and then a summer and articling student at GP, I was actively involved in the fight for the workplace rights of interns and other student-workers, first as the Co-Chair of an organization called Students Against Unpaid Internship Scams, and then as the Executive Director and later the Ontario Director of the Canadian Intern Association. In this capacity, I advocated for greater protections for interns and other student-workers. I also sit on the advisory board of the Urban Worker Project.

74. I also advocate for greater protections for working people in the public debate on labour and employment policy issues and have written a number of newspaper articles regarding various labour and employment policy issues.⁹

75. I have appeared before a number of provincial and federal parliamentary committees to give deputations and testimony regarding various labour and employment issues. Most recently, I testified before the House of Commons Finance Committee on July 21, 2020 in my capacity as a labour and class actions lawyer at GP regarding the Canada Student Service Grant and the potential issues it raises with respect to volunteer misclassification and wage theft.

⁹ Josh Mandryk, "Employment changes would mean working more and earning less overtime pay" *Toronto Star* (17 March 2019), online: <<https://www.thestar.com/opinion/contributors/2019/03/17/employment-changes-would-mean-working-more-and-earning-less-overtime-pay.html>>; Claire Seaborn, Josh Mandryk, & Andrew Langille, "Tory budget bill exposes interns to exploitation" *Toronto Star* (11 May 2015), online: <<https://www.thestar.com/opinion/commentary/2015/05/11/tory-budget-bill-exposes-interns-to-exploitation.html>>; Andrew Langille & Josh Mandryk, "Ontario must take urgent action on unpaid internships" *Toronto Star* (4 November 2013), online: <https://www.thestar.com/opinion/commentary/2013/11/04/ontario_must_take_urgent_action_on_unpaid_internships.html>; Josh Mandryk, "Bill C-377: An Invasion of Privacy and Attack on Dissent" *Toronto Star* (19 October 2012), online: <https://www.thestar.com/opinion/editorialopinion/2012/10/18/bill_c377_an_invasion_of_privacy_and_attack_on_dissent.html>; Josh Mandryk, "Repealing the Fair Wages Act goes against Evidence and Workers' Interests" *Toronto Star* (3 July 2012), online: <https://www.thestar.com/opinion/editorialopinion/2012/07/03/repealing_the_fair_wages_act_goes_against_evidence_and_workers_interests.html>; and Josh Mandryk, "Right-to-work would be wrong for Ontario" *Toronto Star* (29 May 2012), online: <https://www.thestar.com/opinion/editorialopinion/2012/05/29/righttowork_would_be_wrong_for_ontario.html>.

76. I have been involved in this proposed class action since its inception. I personally interviewed many Class Members prior to the commencement of this proposed class action, developed our theory of the case, obtained approval to pursue this class action, and met with the representative plaintiff to enter into the class action contingency fee retainer agreement. I have spoken with countless members of the class at all stages of this litigation and am very familiar with Flight Centre's employment policies and practices and the issues in dispute in this proceeding.

F. SETTLEMENT QUANTUM ASSESSMENT

77. There are three potential sources of metrics to assess the reasonableness of the proposed settlement:

- (i) Canadian overtime settlements;
- (ii) US overtime settlements; and
- (iii) Realistic potential damages in light of the risks.

(i) Canadian Overtime Settlements

78. The most comparable class action settlement in Canada appears to be that reached in *Eklund v GoodLife Fitness Centres Inc.*, which was a class action brought against Goodlife Fitness for unpaid wages (including overtime) on behalf of all current and former non-managerial employees who worked in Goodlife's Ontario clubs since October 2014. *Eklund* is similar to this case because it concerns low-wage workers, largely engaged in high-pressure sales work. The case settled pre-certification, as in this case.

79. *Eklund* was settled for \$8.5 million (net \$7.5 million), on behalf of 22,000 class members, none of whom had claims prior to the 2-year presumptive limitation period. Justice Morgan approved the settlement in *Eklund*¹⁰, finding that the settlement met the criteria for court approval. The *Eklund* settlement provided for an average payout of approximately \$386/class member (assuming 100% take-up rate, based on the gross settlement amount).

¹⁰ 2018 ONSC 4146.

80. The proposed settlement in this case, by comparison, provides a much higher average payout to Class Members, of approximately \$1405/Class Member (assuming a 100% take-up rate, based on the gross settlement amount).

(ii) American Overtime Settlements

81. We have identified a similar class action settlement in the United States. *Bredbenner v Liberty Travel*¹¹ was a class action brought on behalf of travel agents employed by Liberty Travel in Delaware, Maryland and New York, in respect of a two year period (i.e., August 31, 2006 – September 1, 2008). Liberty Travel became a subsidiary of Flight Centre in 2008.

82. Liberty Travel's travel agents were compensated on the basis of a weekly base pay, plus commissions, bonuses and overtime hours worked in excess of 40 hours/week. However, the claim alleged that the calculation of overtime pay was improper. It was not fixed, but instead eligible employees received 1/2 of their hourly rate, based on a composite of their weekly base pay and the total number of hours worked that week. Because the overtime rate was dependant on the sum total of hours accumulated each week, overtime pay progressively decreased as the number of hours spent working overtime increased.

83. The case settled for \$3 million, which included approximately \$1 million in class counsel fees and a \$10,000 honorarium for each named plaintiff (for a net amount of \$1,930,000 to the class). The putative class included 1,283 class members, which works out to an average payout of \$1,504 (US) per class member.

84. Unlike in the case at bar, this American case did not involve litigation barred time, and the overtime threshold for all workers was 40 hours per week, which is much lower than many of the relevant Canadian jurisdictions. In addition, there did not appear to be concerns about statutory overtime exemptions, such as the British Columbia exemption for commissioned employees at issue in this case.

¹¹ 2011 US Dist Lexis 38663 (NJ Dist Ct).

85. Overall, there are limited analogous settlements to draw on. But it appears that the proposed settlement in Flight Centre is within the range of the comparators we have been able to identify.

(iii) \$7 Million Represents a Reasonable Recovery in Light of Risks

86. As noted above, on January 14, 2020, the defendant disclosed excel data regarding the number of full-time equivalents employed in the Class during each year of the class period, across both corporate and retail brands.

87. Following a detailed review of the data and the evidence obtained from Class Members, Class Counsel determined that the *actual* potential damages were not in range of \$100 million, as was claimed in the Statement of Claim. Rather, as detailed below, the likely measure of damages was more in the range of \$15 million, or less.

88. There are a number of factors that significantly limit or reduce the damages in this class proceeding. These factors are as follows:

- (a) **Significantly fewer Class Members than anticipated:** Class Counsel and the plaintiff had initially estimated that the class contained approximately 10,000 members. As it turned out, however, the Class contained less than 5000. As such, the class size was less than half of our initial estimate. Furthermore, the actual number of positions across Canada ranged from slightly over 500 to slightly under 1050 full-time equivalents in any given year. The fact that there are many times more class members than positions is explained by the high employee turnover, which means that most class members did not work a long time with Flight Centre;
- (b) **Most of class is presumptively limitation barred:** The plaintiff's discoverability argument in this type of case, where there is no dispute that the Class Members were employees, and where their contracts of employment specifically address issues of overtime pay, is more difficult than in other

employment-related cases involving the misclassification of employees, such as *Omarali v Just Energy*;¹²

- (c) **The British Columbia portion of the class is likely exempt from overtime pay:** In British Columbia, a unique statutory exemption denies, or, at the very least, significantly reduces the quantum of overtime entitlement for commissioned salespeople.¹³ Section 37.14.(1) of British Columbia's *Employment Standards Act*¹⁴ states as follows:

37.14. (1) A salesperson paid entirely or partly by commission is excluded from sections 35 and 40 and Part 5 of the Act on the condition that all wages earned by the employee in a pay period exceed the wages that would be payable under those provisions when calculated at the greater of the employee's base rate or the minimum wage under the Act.

Those who are not caught by this exemption from overtime pay are only entitled to the difference between their commissions and their overtime pay owing, significantly reducing any damages that may be owing to such individuals.¹⁵ British Columbia had the second most number of Class Members in the class, next to Ontario, and the lowest overtime threshold in the class, at 40 hours per week;

- (d) **Many additional unpaid hours of work of the Class Members are not compensable overtime:** Because the Class Members were paid on a salaried rather than an hourly basis, and because their regular scheduled hours of work were 37.5 hours per week and, later in the class period, 40 hours per week,

¹² 2016 ONSC 4094.

¹³ Government of British Columbia "Guide to the Employment Standards Act and Regulation: Commission Sales - Regulation Part 7, Section 37.14" (accessed 28 October 2020), online: <<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/forms-resources/igm/esr-part-7-section-37-14>>.

¹⁴ RSBC 1996, c 113.

¹⁵ Government of British Columbia, "Commission Sales Factsheet" (accessed 28 October 2020), online: <<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/forms-resources/commission-sales>>.

many of their additional unpaid hours above their scheduled hours of work were not in fact “overtime”, and they had no claim to payment for these hours. In this regard, the law is clear that a salaried employee’s salary compensates them for all hours up to the overtime threshold, so long as it exceeds minimum wage. In reality, Class Counsel understood that the Class Members could be working many additional hours which they believed was “overtime” in lay terms, but for which there was no legal claim; and

- (e) **All-in compensation of Class Members very low:** While the Statement of Claim alleged that the base salary for the Class Members was \$27,000, and that commission made up a “significant” portion of their overall compensation, in reality, Class Members’ all-in compensation remained very low, in the lower-to mid-thirty thousands.¹⁶ The low pay of these workers serves to reduce the value of their overtime claims.

89. The plaintiff’s damages estimates incorporated these factors as well as the following assumptions, based on the evidence in the plaintiff’s certification motion record and on the data provided to Class Counsel by Flight Centre:

- (a) we included all Flight Centre operations included in the spreadsheet provided by the defendant, including its corporate brands;
- (b) we included all data provided for all brands from 2008 – 2019 (where given).¹⁷ Class Counsel have estimated the Full-Time Equivalents (“FTEs”) for a particular year by adding the FTEs provided for each month in the year and dividing by the number of months (or by the number of months for which we have data);

¹⁶ See Exhibit “A” to Affidavit of Anastasia Quinn, sworn November 22, 2019, Motion Record (certification) at Tab 5, p 643 and Exhibit “A” to Affidavit of Hilary Choi, sworn November 22, 2019, Motion Record (certification) at Tab 6, pp 661-662.

¹⁷ We do not have 2020 data given that the data was provided in early 2020 in advance of the mediation. We do not think this data has a significant impact on the overall damages due to the significant downturn in the Defendant’s business in 2020, and the fact that the Defendant’s travel consultants were laid off for most of 2020. We have also calculated all of 2017 as falling within the limitation period for the purposes of our damages calculations given limitations in our calculations. These two items likely offset each other.

- (c) we assumed that the Class Members work an average of 50 hours per week;
- (d) we have assumed that the Class Members' total compensation, inclusive of all commissions, equals \$33,000 per year;
- (e) we calculated the regular hourly rate for the Class Members by dividing their \$33,000 annual income by 52 weeks in the year and then dividing this number by the applicable overtime threshold for each province. We then multiplied this number by 1.5 to get the hourly overtime rate. This figure fluctuates based on the applicable provincial overtime threshold;
- (f) we multiplied the hourly overtime rate by the total number of hours worked over the applicable overtime threshold for each province to calculate the damages;
- (g) we discounted time worked prior to 2017 by 75% to account for the strong likelihood that this time is ultimately limitation barred; and
- (h) we discounted time worked in British Columbia by 65% to account for the strong likelihood that the British Columbia time is ESA-exempt, or at best the damages to the British Columbia portion of the class are drastically reduced.

90. Based on these considerations, the damages assuming an average work week of 50 hours per week along with a 75% discount for limitation barred time and a 65% discount for time worked in the British Columbia portion of the class totals approximately **\$25,644,276**.

91. However, even on the plaintiff's evidence not all of the Class Members worked an average of 50 hours every week. The plaintiff's own evidence was that he worked an average of 45-50 hours per week, not including "buzz nights" or other unpaid training or meetings that would occur from time-to-time outside of regularly scheduled hours. Class counsel also spoke to other Class Members whose evidence was that they worked less additional unpaid hours than the plaintiff. There was significant variance across the hours estimates in the plaintiff's motion record. Having spoken with countless members of the proposed class, we recognized that the estimate of an average of 50 hours per week might be unduly high.

92. If one assumes a more realistic and conservative estimate of an average of 45 hours worked per week by the class, the \$7,000,000 settlement amount exceeds the likely actual damages of approximately **\$6,737,386** with the limitation period and British Columbia discounts applied.

93. If one were to assume a mid-point estimate of an average of 47.5 hours worked per week, the damages total approximately **\$15,315,737** with the limitation period and British Columbia discounts applied. The \$7,000,000 settlement amount therefore reflects a 45.7% recovery of the likely actual damages.

94. On a gross basis (before legal fees, disbursements and taxes), at a 65% take-up rate and applying the discounts for time worked in British Columbia and prior to the two-year limitation period, the Class is recovering on average 42% of the value of their estimated potential damages assuming a 50 hour week, 70.3% of the value of their estimated potential damages assuming a 47.5 hour week, and 159.8% of their estimated damages assuming a 45 hour week. If the 45 hour week was used, at a 65% take-up rate, the average Class Member is recovering approximately 105.5% of the estimated damages even after legal fees, taxes, disbursements, and administration costs.

95. In addition, these estimates do not account for the fact that most of the Class Members were subject to overtime averaging agreements, which averaged their overtime entitlement over several pay periods for the purposes of overtime pay. For instance, the plaintiff was subject to overtime averaging over a four-week period, and thus was only entitled to overtime for hours worked above 176 hours over a four-week period, rather than 44 hours in any given week.¹⁸ To the extent the actual hours of employees fluctuated on a weekly basis, this could reduce the amount of overtime owing.

G. BENEFITS OF SETTLEMENT

96. In class counsel's view, there are a number of significant benefits to the proposed settlement. These benefits include that the proposed settlement:

¹⁸ See Exhibit "I" to Affidavit of Stephen Aps, sworn November 18, 2019, Motion Record (certification), Tab 2, pp 263-266.

- (i) Avoids delays associated with trial and appeals, if successful;
- (ii) Achieves behaviour modification;
- (iii) Provides for pro-rata payments without the requirement that individuals prove their damages;
- (iv) Achieves a benefit for all Class Members;
- (v) Avoids litigation funding costs;
- (vi) Avoids the risk that Flight Centre will be unable to satisfy a judgement; and
- (vii) Provides recovery for Class Members whose claims may now be otherwise barred

(i) Settlement Avoids Delays Associated with Trial and Appeals if Successful

97. If this case were to proceed, we estimate it would likely take up to 6 months to obtain a decision on the contested certification. The common issues trial likely would take at least another year, meaning that a determination would not likely be rendered until well into 2022. Any decision would likely be the subject of an appeal, which would likely take another year to be heard.

98. Even if the Class was successful after this passage of time, individual assessments of the Class Members' entitlements could then also take significant time. Overall, settling at this stage avoids significant delays, which is particularly significant for Class Members, many of whom are out of work due to the current pandemic.

(ii) Settlement Achieves Behaviour Modification

99. The proposed settlement provides for Flight Centre to implement a Timekeeping System to track and record hours of work for, *inter alia*, overtime purposes. This is a very significant behaviour modification achievement.

100. In addition, following the commencement of this action, Flight Centre implemented significant changes to its compensation practices including the introduction of a new Working Hours and Overtime Policy in November 2019. As a result of these changes, many of the issues in the class action are now “historical”, and a determination on the merits with respect to such issues would not necessarily affect working conditions or compensation going forward.

(iii) Settlement Provides For Pro-Rata Payments Without Individual Proof of Damages

101. Under the proposed settlement, Class Members will receive a pro rata payment based on the number of weeks worked during the class period, the province in which they were employed, and whether and how much of their work was before or after February 21, 2017. The amount paid to Class Members will not vary based on their actual claimed hours of work during the class period and does not require the Class Members to positively prove any unpaid hours of work.

102. While the plaintiff sought an aggregate award of damages in this case, because the claim related primarily to hours that were unrecorded, it remained a possibility that a court would find that individual inquiries regarding damages were required. Notably, the defendant expressly opposed the certification of aggregate damage as a common issue. The plaintiff recognized that individual damages calculations would be complex, and that damages would be challenging to prove in light of the limited records of Flight Centre and individual Class Members (if any). A major benefit of the proposed settlement, therefore, is that it provides for damages to every Class Member based on readily-ascertainable information, i.e. the employee’s length of time worked in any particular jurisdiction.

103. It is possible that the amount paid to Class Members will slightly overcompensate or undercompensate individual Class Members depending on the time periods and jurisdictions where they worked, as well as the actual amount of hours they worked. There is an amount of “rough justice” in the calculations, taking into account the benefit to Class Members of a simplified procedure for proving damages as well as the relatively quick payment they will enjoy by reason of the settlement as compared to ongoing litigation. In the view of Class

Counsel, the simplification of the determination of damages, and a relatively quick payment to Class Members, offers a real benefit to Class Members as compared to proceeding with further litigation.

(iv) Settlement Achieves Benefit for All Class Members

104. From the very outset of this matter, it was important to Class Counsel and to Mr. Aps that we obtain some amount of recovery for individuals who worked prior to February 2017 (i.e. outside the two-year limitation period) and for Class Members who worked in British Columbia and Nova Scotia. Indeed, it is precisely because the claims on behalf of these individuals were more tenuous that we wished to obtain something for them.

105. During the course of litigation it became apparent that there were several Flight Centre brands which may not be captured by the class definition, and for which the plaintiff had not tendered evidence. It appeared to Class Counsel that there was a very real possibility of not being certified for Flight Centre's corporate brands, which would cut roughly fifteen percent from the proposed class. In these circumstances, Class Counsel would be required to launch a completely new class action on behalf of this group if it wished to pursue damages for these employees. Class Counsel anticipated difficulty locating a plaintiff and tendering evidence on behalf of this group as a stand-alone class, even if Class Counsel determined that it was economically viable to do so.

106. Class Counsel regards the fact that the proposed settlement includes *all* Class Members as an achievement.

(v) Settlement Avoids Litigation Funding Costs

107. Settling the claim at this stage of the proceeding rather than after a contested certification meant that the Settlement Amount would not be subject to a levy payable to the Class Proceedings Fund. It was a term of the retainer between the representative plaintiff and Class Counsel that funding would be obtained from the Class Proceedings Fund. At the time of the mediation, Class Counsel had prepared an application to the Class Proceedings Fund, which would have been filed in advance of the motion for certification had the mediation been unsuccessful. Had the action settled at a later stage following certification, 10% of the net

recovery would have been payable to the Class Proceedings Fund rather than to the Class Members.

(vi) Settlement Avoids Risk that Flight Centre Will Be Unable to Satisfy a Judgement

108. There is a real risk that Flight Centre may be unable to satisfy a judgement in this case if the matter did not settle (or the settlement was not approved) and instead went to trial, whether in 2021 or 2022, or thereafter. Simply put, the COVID-19 crisis has changed everything with respect to this class action, given the unique and unparalleled economic impact of COVID-19 on the international travel industry.

109. While Class Counsel and the representative plaintiff sincerely hope that Flight Centre recovers, and while we have no doubt that the company is doing everything that it can to survive and come back in the wake of the COVID-19 crisis, the pandemic has had a profound and negative impact on its viability.

110. The World Health Organization declared COVID-19 a pandemic on March 11, 2020.¹⁹ On or around March 13, 2020, the Government of Canada issued a travel advisory for Canadians to avoid non-essential travel outside Canada.²⁰

111. Class Counsel monitored the impact of COVID-19 and its particular financial and business impact on Flight Centre on a daily basis in the months leading up to the mediation. Some of the articles reviewed by Class Counsel regarding the impact of the COVID-19 pandemic on Flight Centre and Flight Centre's response are enclosed at **Exhibit "L"**. Other articles regarding the impact of the COVID-19 pandemic on the travel industry more broadly are enclosed at **Exhibit "M"**.

112. Flight Centre, its parent company, and its affiliates across the world ("Flight Centre (Global)") undertook significant layoffs and store closures in the immediate response to COVID-19, prior to the mediation. This was part of a broader pattern, with Flight Centre

¹⁹ A WHO press release regarding this declaration is enclosed at **Exhibit "J"**.

²⁰ A copy of this travel advisory is enclosed at **Exhibit "K"**.

(Global) reportedly making a third of its global workforce “temporarily or permanently redundant”.²¹

113. Flight Centre (Global)’s revenues “plunged 74 per cent” in the first half of the fiscal year, even prior to COVID-19 hitting Canadian shores.²²

114. Flight Centre (Global) reports on its website that it has now issued \$1 billion in travel refunds to its customers.²³ Its revenues have been decimated. Flight Centre (Global)’s share price opened 2020 at \$39.52 AUD. It was in the \$10-\$11 range at the time of the mediation and hovers under \$14 AUD now. The company is reported to expect a “huge loss” for the fiscal year 2020.²⁴

115. Class Counsel’s concerns at the time of the mediation regarding the impact of COVID-19 on the defendant appear to have been borne out in the months since the settlement was reached.

116. Flight Centre (Global) posted a year-end underlying loss before tax of \$510 million (AUD) on Aug. 27. This stands in stark contrast with the \$343.5 million (AUD) in before-tax profit it reported in the year ending June 30, 2019.²⁵

117. On September 30, 2020, Flight Centre permanently terminated the employment of the majority of its Canadian employees. Flight Centre has no doubt undertaken these actions in order to weather the COVID-19 crisis.

²¹ Lee Hayhurst, “Coronavirus: Flight Centre to make third of global workforce redundant” *Travel Weekly* (26 March 2020), online: <<https://www.travelweekly.co.uk/articles/365432/coronavirus-flight-centre-to-make-third-of-global-workforce-redundant>>.

²² “Flight Centre’s profit dives, as it warns worse may be to come” *The New Daily* (27 February 2020), online: <<https://thenewdaily.com.au/finance/finance-news/2020/02/27/flight-centre-travel/>>.

²³ Flight Centre, “A Message to our Customers” (accessed 28 October 2020), online: <<https://www.flightcentre.com.au/support>>.

²⁴ Samantha Goerling, “Flight Centre Travel (ASX:FLT) expecting a huge loss for FY20” *The Market Herald* (13 August 2020), online: <<https://themarketherald.com.au/flight-centre-travel-asxflt-expecting-a-huge-loss-for-fy20-2020-08-13/>>.

²⁵ Flight Centre Travel Group, “Statement to Australian Securities Exchange” (27 August 2020) at p 1, online: <<https://www.asx.com.au/asxpdf/20200827/pdf/44lywbngnlv004.pdf>>.

118. On October 1, 2020, Travel Pulse Canada published an article entitled “Flight Centre Shuts Doors at Locations Across Ontario”.²⁶ A copy of this article is enclosed as **Exhibit “N”**. These Canadian store closures and terminations were a part of Flight Centre’s parent company’s similar actions around the world.²⁷

119. A further media report from later in the day on October 1, 2020 from TravelWeek.ca entitled ““Extremely difficult Decision”: Flight Centre addresses layoffs” provides further details regarding these terminations and store closures. A copy of this article is enclosed at **Exhibit “O”**.

120. According to this article, layoffs at Flight Centre “included hundreds of front-line travel agents” but also “people in every aspect and level of Flight Centre’s business were impacted, including support at head office” according to Allison Wallace, VP, Corporate Communications & CSR, The Americas for Flight Centre.

121. The article reports that back in June, prior to the mediation, Flight Centre announced its model would shift to network “hubs”. The article reports that the original plan was for 30 locations to reopen as hubs; however, due to the current climate Flight Centre has readjusted and now plans to open only 9 hub locations moving forward.

122. Flight Centre is reported to have provided the following statements regarding the layoffs²⁸:

“There were over 600 people (the majority of which were on furlough) whose roles were made permanently redundant today.”

²⁶ “Flight Centre Shuts Doors at Locations Across Ontario” *Travel Pulse Canada* (1 October 2020), online: <<https://ca.travelpulse.com/news/travel-agents/flight-centre-shuts-doors-at-locations-across-ontario.html>>.

²⁷ “Flight Centre to close more stores, slash jobs” *Bendigo Advertiser* (30 September 2020), online: <<https://www.bendigoadvertiser.com.au/story/6949536/flight-centre-to-close-more-stores-slash-jobs/>>; Ben Butler, “Flight Centre announces another 91 Australian stores will close as coronavirus ravages business” *The Guardian* (30 September 2020), online: <<https://www.theguardian.com/australia-news/2020/sep/30/flight-centre-announces-another-91-australian-stores-will-close-as-coronavirus-ravages-business>>.

²⁸ ““Extremely difficult decision”: Flight Centre addresses layoffs” *Travelweek Group* (1 October 2020), online: <<https://www.travelweek.ca/news/extremely-difficult-decision-flight-centre-addresses-layoffs/>>.

“Since the global COVID 19 pandemic began early this year we have made many hard decisions to respond to the crippling effect the pandemic has had on the travel industry.”

“No industry has been hit harder by this pandemic than hospitality and travel. We took these decisions in an effort to reduce our capacity to create amazing travel experiences to a level that matched demand in the COVID world.”

“Restrictions on travel have been imposed by governments worldwide at an unprecedented rate. These restrictions remain in place; and clients are concerned about travel and trying to understand exactly what the risk is of visiting other places. The result is a drop in travel demand that is without comparison.”

“We vigorously pursued Government assistance in Canada in an effort to access those funds to preserve jobs within the company. In Canada we had some success with the wage subsidy program (CEWS), but it has proven to only be a short-term solution.”

“What this means to Flight Centre is that the ‘right size’ for us is even smaller than what we and other major companies in the industry had anticipated.”

“Many of our colleagues were furloughed during the outbreak, with the hope and intention of bringing everyone back to the team when we came through the crisis.”

“However, we now realize meaningful travel recovery is going to take much longer than originally expected and it simply isn’t feasible to retain our full workforce, or even our present reduced workforce.”

“What it means is that we had to further cut costs and that even more people had to be laid off or let go.”

“This was an extremely difficult decision that Flight Centre treated with the utmost seriousness. Flight Centre is its people. Our culture is a people culture, one of joint efforts and shared experiences. It is extremely painful for all of us to let our team members go. To let hard workers and valuable contributors go. To let friends go.”

“Unfortunately, it is a necessary decision as there simply is not enough demand for us to stay at our present size. Yesterday’s very painful step was taken as a last resort, one that was required to endure and survive in our new reality.”

123. Another article entitled “A ‘very painful step’: Flight Centre lays off 600+ in Canada” on PaxNews is enclosed at **Exhibit “P”**.

124. The following data was provided by Flight Centre through counsel summarizing the number of shops and locations of Flight Centre across Canada.²⁹ It shows the profound impact that COVID-19 has had on its business:

Date	Total Shops (Canada Wide)	Total Locations (Canada Wide)
March 2020	123	97
July 2020	64	NA
October 2020	33	14

125. By the time of the mediation, approximately half of Flight Centre’s Canadian “shops” had closed. As of October 2020, this number is now approximately $\frac{1}{4}$ of what it was in March, and down to only 14 “locations” across Canada.

126. With no end to the current pandemic in sight, Class Counsel are concerned that Flight Centre will continue to lose money going forward and that even if the plaintiff is ultimately successful in this case, there is a real risk that Flight Centre will not be able to satisfy any judgement.

(vii) Settlement Provides Recovery for Class Members Whose Claims May Now Be Otherwise Barred

127. On or about Wednesday, September 30, 2020, Flight Centre issued a mass termination notice to its employees, the majority of whom were already on layoff.

²⁹ Flight Centre distinguishes between shops and locations. For example, a hypothetical location may have both a shop with retail travel consultants on the first floor and a “shop” with corporate travel consultants on the third floor. As a result, there are more shops than locations.

128. The form of release that affected employees have been asked to sign in exchange for a severance package, a copy of which is attached to my affidavit as **Exhibit “Q”**, purports to release Flight Centre from, *inter alia*, all claims arising from:

the employment of the Releasor by the Releasees, including entitlement to expense reimbursement, wages, bonuses, overtime, commissions, statutory holiday and vacation pay, benefits (including disability benefits) and all other compensation for services;

129. Class Counsel have received a number of calls and emails from concerned Class Members asking whether they would be barred from participating in the proposed settlement if they signed the above form of release (or vice versa). Class Counsel have confirmed with Flight Centre’s counsel at Norton Rose that Class Members may participate in *both* the proposed settlement (if it is approved) and in any severance package offered to them by Flight Centre (pursuant to which they signed the aforementioned release) following the termination of their employment. However, Flight Centre’s counsel have also confirmed that with respect to Class Members who accept a severance offer from Flight Center and sign the release in favour of the company then opt out of the proposed settlement (as is their right), Flight Centre reserves the right to rely on the terms of the signed release in the event that the Class Member in question starts a proceeding against Flight Centre in the future.

130. In addition, Flight Centre’s counsel have advised that if the proposed settlement is not approved, then Flight Centre reserves all rights it has under the release against any Class Member who signed a release. As such, if the proposed settlement is not approved, Flight Centre may take the position that the claims in this proposed class action are effectively resolved for all of those who sign a release. If successful, Flight Centre’s position in this regard could significantly reduce the potential damages to the Class.

131. These post-settlement developments accentuate the risks of non-recovery in the event that this settlement is not approved.

H. RECOMMENDATION OF CLASS COUNSEL

132. The proposed settlement in this action was reached in advance of the certification motion, following the delivery of the certification records. Class Counsel was in possession of the defendant's relevant standard employment documents (policies, contracts, job descriptions). Class Counsel was in possession of information from Class Members who gave affidavits, who held a variety of different roles in different clubs across Canada. In addition, Class Counsel had interviewed many other individuals who had registered on Class Counsel's website to receive more information about the class action. Class Counsel was in possession of information about changes made by Flight Centre to its compensation practices following the commencement of the action. Finally, we were also in possession of detailed data regarding the number of full-time equivalents employed by Flight Centre under each of its brands during each year of the class period. I believe that we were in possession of sufficient information to assess the merits of the claims of the Class and to negotiate a settlement with Flight Centre.

133. In the circumstances of this case, Class Counsel is of the view that the proposed settlement is fair and reasonable, and in the best interest of the Class. We believe that the settlement amount represents a substantial recovery of the reasonable estimated damages to the Class and reflects an excellent outcome for the Class in light of the various challenges and risks.

I. CERTIFICATION TEST

134. The plaintiff believes that this claim meets the test for certification under section 5(1) of the *Class Proceedings Act, 1992*. The claim is similar to other unpaid hours and overtime class actions based on employment standards legislation that have been certified on a contested basis, including several others brought by Class Counsel, such as *Fresco v CIBC*, *Fulawka v BNS*, and *Bozsik v Livingston International Inc.*

J. NOTICE TO AND RESPONSE BY CLASS MEMBERS

(i) Notice of the Settlement to the Class

135. Class Counsel has maintained a website with respect to the class action – flightcentreclassaction.com – since the commencement of the action in February 2019, where Class Members may view documents pertaining to the action and register to receive updates. As of the date of this affidavit, we have received 826 unique registrations on the website from individuals who appear to fall within the class definition. 266 of these individuals registered prior to when the proposed settlement was made public with the joint press release. The remaining 560 of these individuals have registered in the months following the announcement of the proposed settlement. These 826 registrations represent more than 16.5% of the overall class. We continue to receive new registrations on a daily basis. In addition, Class Counsel maintains a page on its own website, goldblattpartners.com, which also contains information and updates about the action, as well as links to relevant documents. Class Counsel's claims administrator, Trilogy, has also created a website, flightcentresettlement.com.

136. In accordance with the plan of dissemination approved by the Court, the Notice of Certification and Settlement Approval Hearing was mailed and emailed to the Class Members at their last known mailing addresses and email addresses, as well as mailed and emailed to all purported Class Members who registered on Class Counsel's confidential database at flightcentreclassaction.com.

137. A copy of the Notice of Certification and Settlement Approval Hearing was also posted on goldblattpartners.com, flightcentreclassaction.com and flightcentresettlement.com. In addition, Class Counsel used its social media (Twitter and Facebook) to publicize the proposed settlement.

138. The parties put out a national joint media statement concerning the proposed settlement, a copy of which is marked as **Exhibit “R”**. Articles about the proposed settlement appeared in numerous publications, including the Toronto Star and the Globe and Mail. Copies of some of these articles are marked collectively as **Exhibit “S”**. Class Counsel received dozens if not hundreds of emails and phone calls from Class Members following the

release of the joint media statement but prior to the delivery of the Notice of Certification and Settlement Approval Hearing.

139. Following the delivery of the Notice of Certification and Settlement Approval Hearing, Class Counsel received dozens if not hundreds of further calls and emails from Class Members about the action and proposed settlement along with hundreds of new registrations to its confidential registration database.

140. As a result of the considerable publicity concerning the settlement and the number of Class Members who contacted our firm regarding the action or who registered on our website, I believe that the proposed settlement has come to the attention of Class Members.

(ii) Communications with Class Members Since Notice of the Settlement

141. To date, we have received an overwhelmingly positive response to the settlement.

142. We have received 39 statements in support of the settlement and 4 statements opposing the settlement. Significantly, 2 of the 4 statements opposed to the settlement were from individuals who denied that Flight Centre owed compensation to the class members and who expressed that they were “grateful” to Flight Centre. Attached and marked as **Exhibit “T”** to this affidavit are copies of the statements in support and opposition to the settlement.

143. Significantly, we have assembled a motion record that includes 65 affidavits from Class Members who support the settlement, including from each affiant who swore an affidavit in support of the motion record for certification, and from Class Members in British Columbia and Nova Scotia (whose claims are worth significantly less than those in other provinces) as well as from Class Members who worked during times before and after the presumptive limitation period. In Class Counsel’s experience, this is an unprecedented and unparalleled show of support from class members for a settlement.

144. Class Counsel has also received hundreds of unique registrations to our class action registration page. As of the date of the swearing of this affidavit, Class Counsel have received a total of 826 unique registrations, 560 of which were received after August 24, 2020, the date upon which the parties released their joint press release regarding the conclusion of the

proposed settlement. These registrations provide a comments section where the registrant can provide further information. None of the registrants provided any comments indicating that they were dissatisfied with the proposed settlement. To the contrary, many indicated their eagerness to participate in the settlement.

145. I have personally received dozens if not hundreds of cold calls and emails from Class Members regarding the settlement. These discussions have been overwhelmingly positive, and the Class Members have expressed their appreciation for the settlement and for Class Counsel and the plaintiff for their work in securing the settlement.

146. Based on these communications and the overwhelming response to the settlement, I am confident that the Class Members strongly support the settlement.

(iii) Opt-outs

147. As noted above, the Notice of Settlement Hearing delivered to the Class Members in accordance with the court-approved plan of dissemination advised Class Members that they had the right to opt out of the action.

148. As of the date of the swearing of this affidavit, the opt-out threshold has not been exceeded. The total number of opt-outs was 22, representing less than one half of one percent of the class.

149. Class counsel spoke with the individuals who had elected to opt out of the settlement. Those individuals indicated that they were opting out, not because of a view that the settlement was unfair to any particular class members and/or too low. Rather, these individuals expressed loyalty to the company and/or did not support the class action against Flight Centre and/or expressed that they did not work unpaid overtime and/or feared possible negative repercussions if they were to become involved in the litigation.

K. FEE APPROVAL

(i) Summary of Time Spent and Fee Sought

150. Pursuant to the proposed settlement and the contingency fee retainer agreement with the plaintiff, Class Counsel is seeking a contingency fee of 25% of the Settlement Amount which comes to **\$1,750,000 plus HST and disbursements.**

151. The retainer agreement provided for payment based on one of two methods, at Class Counsel's discretion. Method "A" provided for a base fee plus multiplier of not less than 2 in the event of settlement before the hearing of the certification motion. Method "B" provided for a percentage amount of 25% in the event of settlement before the hearing of the certification motion. Class Counsel's fees are based on Method "B".

152. A fee and disbursement chart is marked as **Exhibit "U"**. In addition to the fees incurred to date in the amount of \$481,000, and disbursements incurred to date in the amount of \$38,533 (including HST), Class Counsel anticipates based on our past experience that up to \$110,000 in additional fees will be required throughout the settlement administration period to deal with issues including answering inquiries from Class Members and the claims administrator, providing advice and assistance to the claims administrator regarding the distribution protocol and the claims process, and reviewing the reports of the claims administrator. The total actual fees are therefore anticipated to ultimately be more in the range of approximately \$591,000, not inclusive of HST.

153. The fee is within the range regularly approved in class proceedings. It is reasonable on its face and should be approved. The fee sought is also reasonable having regard to the amount of time spent on this case and the consequent multiplier that this fee would amount to.

(ii) Result Achieved for the Class

154. Class Counsel believe that the proposed settlement represents a very good result for the Class. The inclusion of Class Members from British Columbia and Nova Scotia, provinces with particularly challenging employment standards regimes, as well as Class Members with overtime incurred outside the two-year limitation period, is particularly noteworthy. Even if

time within these categories was discounted, it was important to Class Counsel and the representative plaintiff that all Class Members be included in any recovery.

(ii) Risk Assumed by Class Counsel / Merits of the Claim

155. Class Counsel assumed significant risk in pursuing this action on a contingency fee basis. In particular, while there have been a few other unpaid hours/overtime class actions that have been commenced, there was not, at the time this action was commenced, any decision on the merits in any of these cases addressing issues such as the legality of a pre-approval policy for overtime or the scope of an employer's duty of care to an employee with respect to compensation. There continues to be uncertainty as to the likelihood that claims like this one would be successful.

156. The case also involved possible delay and uncertainty through the potential for prolonged appeals, even if the action were successful. Finally, there was also a risk that Flight Centre, which at all times was the sole defendant, would encounter financial difficulties that would make enforcement of any judgment difficult. This risk was greatly heightened and became a real concern for Class Counsel as a result of the COVID-19 pandemic.

(iii) Importance of the Matter to the Class

157. The proposed settlement will provide compensation to a vulnerable class of employees.

158. Moreover, individual losses were not sufficient to ground individually-viable claims. That is, without this class action, issues in this litigation could not reasonably have been adjudicated in Court. Class Counsel believe that the extremely small number of opt-outs (in comparison to the overall size of the Class), even if one assumes that any of these individuals intend to pursue Flight Centre with individual claims, speaks to the fact that Class Members do not view their individual claims as worthy of pursuit.

(iv) Expectations of the Class

159. The representative plaintiff fully expected that, in the event that this action was successful, Class Counsel would be well-compensated for their work. The retainer agreement specifically contemplates a 25% fee in the event of a settlement prior to certification.

160. As per the notification process that preceded this approval hearing, the Class was expressly advised that Class Counsel would be seeking a 25% contingency fee on the \$7 million Settlement Amount. As of the date of the swearing of this affidavit, we have only received one objection which takes issue with this fee request. The thrust of this objection was that “[t]he settlement should be 100m and they should pay ALL fees seperate [sic] from the settlement amount.”

(v) Opportunity Cost

161. The firm at which Class Counsel practice carries on a busy and diverse law practice and is well-regarded in the legal community, particularly as it concerns advocacy on behalf of individual employees and union members. Taking this case on a contingency basis had an opportunity cost insofar as the hours spent could not be offered to paying clients.

L. HONORARIUM FOR REPRESENTATIVE PLAINTIFF

162. The proposed settlement also contemplates an honorarium for the representative plaintiff in the amount of \$10,000. Class Counsel supports the payment of an honorarium to the representative plaintiff in recognition of his vital role and efforts in advancing the claims of the Class.

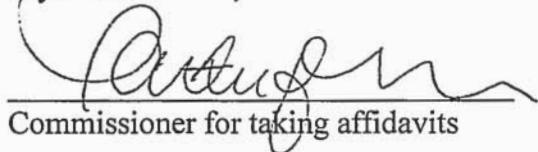
163. Prior to the commencement of this action, I interviewed a number of Class Members about the possibility of assuming the role of representative plaintiff. Mr. Aps was the only one I interviewed who was willing to take on the responsibility. It is a daunting task in any case to be the representative plaintiff; however, my view is that it is particularly so when the claim is employment based. There is a personal element in a claim for unpaid wages or overtime against one’s former employer that is not present in other kinds of actions.

164. I am aware that Mr. Aps paid a price for his involvement in this matter. As he described in his affidavit sworn on this motion, he has suffered career and financial difficulties on account of his negative treatment in the job market as the face of an employment class action that garnered significant media attention.

165. I am also aware that Mr. Aps devoted a considerable amount of time to the success of this action, including communicating with other Class Members (many of whom reached out to him directly), providing statements to the media, meeting with and instructing counsel, reviewing documents, swearing an affidavit and a reply affidavit, and attending multiple long days of mediation.

166. As of the date of the swearing of this affidavit, no Class Member has objected to the proposed payment to Mr. Aps.

SWORN BEFORE ME in the City of
Toronto, Province of Ontario, this 2nd
day of November, 2020



Commissioner for taking affidavits

Tanya Elizabeth Atherton-Desilva, a
Commissioner, etc., Province of Ontario,
for Goldblatt Partners LLP. Barristers and
Solicitors. Expires September 8, 2021.



Joshua Mandryk

This is Exhibit "A" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020

A handwritten signature in black ink, appearing to read "Joshua Mandryk".

A Commissioner for Taking Affidavits

CLASS ACTION CONTINGENCY FEE RETAINER AGREEMENT

BETWEEN:

STEPHEN APS

ADDRESS: 4-11 Fairglen Avenue
 Brampton, Ontario
 L6X 5E8
 (905) 460-9598

- and -

GOLDBLATT PARTNERS LLP

ADDRESS: 20 Dundas Street West, Suite 1039
 Toronto, Ontario
 M5G 2C2
 (416) 977-6070

THE PARTIES AGREE AS FOLLOWS:

Retainer

1. Stephen Aps (the "Client") hereby retains, authorizes and instructs the firm of Goldblatt Partners LLP ("Class Counsel") as his counsel to commence and prosecute a class proceeding in Ontario (the "Class Proceeding") against Flight Centre Travel Group (Canada) Inc. ("the defendant") concerning unpaid overtime accrued during his employment by the defendant. The Client agrees to be the representative plaintiff in the class action.

2. The Client authorizes Class Counsel to retain and instruct other counsel ("Other Counsel") to assist in preparing and prosecuting the Class Proceeding and otherwise representing the interests of class members, should Class Counsel determine that it is prudent to do so. Class Counsel agrees to consult the Client in advance of taking such steps.
3. The Client agrees that the costs of Class Counsel's representation will be pursued on a contingency basis, such that all fees and disbursements and taxes of Class Counsel and other counsel whom Class Counsel may retain to assist with the prosecution of the class proceeding ("Other Counsel") (collectively, "Counsel Fees"), will be payable only in the event of success, as defined below. The Client has discussed with Class Counsel retainer options other than by way of the contingency fee agreement set out below, including retainer by way of an hourly rate retainer. The Client has chosen to retain Class Counsel by way of a contingency fee agreement.

Terms of Payment of Fees and Disbursements

4. The provisions of this agreement regarding fees and disbursements are subject to court approval as provided under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 ("CPA"), Class Counsel shall seek court approval of its fees at the appropriate time, in its sole and unfettered discretion. If a court does not approve the fee provisions set out under this agreement, Class Counsel shall be permitted to terminate this Agreement.

5. The Client agrees that any motion for court approval of Counsel Fees and disbursements brought by Class Counsel shall constitute a motion for court approval of an "agreement respecting fees and disbursements between a solicitor and a representative party" within the meaning of s. 32(2) of the CPA. The Client further agrees that any court approval or any court determination or direction regarding fees and disbursements under the CPA is enforceable such that any fees and disbursements owing to Counsel, as determined by the court, shall constitute "a first charge on any settlement funds or monetary award" within the meaning of s. 32(3) of the CPA.
6. Class Counsel shall be entitled to payment of its fees and disbursement upon the successful resolution of the class proceeding consisting of (a) a final judgment on the common issues in favour of some or all class members, or (b) a court-approved settlement that benefits one or more class members. Class Counsel has explained to the Client that this claim involves significant uncertainty and risk, and that it is not possible at this time to accurately predict either the amount of time that will be necessary or the potential value of the recovery. Class Counsel has provided an estimate of its potential fee as follows, calculated on the basis of the Client paying Class Counsel's regular hourly rate for complex class action litigation:
 - a. if this action is resolved after filing the Statement of Claim, but prior to any certification motion and prior to a defence being filed: at least \$100,000;

- b. If this action is resolved after a defence is filed, but before a certification motion: at least \$200,000;
 - c. If this action is resolved after a certification motion, but prior to a trial of common issues: at least \$750,000;
 - d. If this action is resolved after a trial of common issues: at least \$1,500,000.
7. Notwithstanding the foregoing, Class Counsel shall seek its fees upon achieving success in the class proceeding, whether by obtaining judgment on the common issues in favour of some or all class members or by obtaining a settlement that benefits one or more class members. The fees shall be paid by a lump sum payment to the extent possible, or by periodic payments, if a lump sum payment is not possible, out of the proceeds of any judgment, order or settlement awarding or providing monetary relief, damages, interest or costs to the class or any class member.
8. Counsel Fees shall be calculated in one of two possible ways as set out in paragraphs 9-10 below. Class Counsel shall have the sole right to determine which of the methods will be advanced to the court for approval. In the event that the court rejects one method of calculating the Counsel Fee, Class Counsel shall have the right to advance the alternative method not initially proposed.

Method "A": Base Fee and Multiplier

9. If fees are sought as calculated by the "Multiplier" method, the fee arrangement shall be determined as follows:
 - a) the Base Fee shall be the hourly rate of the legal professionals (e.g. lawyers, law clerks or students) who perform work on the Class Proceeding multiplied by the number of hours worked by each such professional. The hourly rates of the legal professionals expected to perform the work on the class proceeding are set out in Schedule "A" attached hereto. The hourly rates may change from time to time and the Client shall be provided with a list of current rates on request. Without limiting the generality of this retainer, the Base Fee shall include, but not limited to, time spent preparing pleadings, time spent advising the Client regarding common issues, time spent with individual class members or their counsel (but excluding time spent exclusively or primarily regarding individual issues of class members who have retained Class Counsel or Other Counsel regarding individual issues), time spent in respect of the motion for certification as a class proceeding and any other motion or application in furtherance of the action and any appeals or motions for leave to appeal therefrom, time spent regarding notices to the class, time spent on the trial of the action, or on any appeal or motions for leave to appeal therefrom, time spent relating to the management of the class action, and time spent negotiating any settlement of the class action and on any motion to approve such settlement. It shall not include time spent relating solely to

obtaining court approval of this agreement or to the court's fixing of the "Multiplier"; and

- b) the "Multiplier" shall be determined by the court pursuant to s. 33(4) of the CPA, and the Client agrees to support payment of fees on the basis of a multiplier as follows:
 - i. a multiplier of not less than 2 shall apply if success in the Class Proceeding is secured prior to the hearing of the certification motion;
 - ii. a multiplier of not less than 3 shall apply if success in the Class Proceeding is secured after certification of the Class Proceeding but prior to trial; and
 - iii. a multiplier of not less than 4 shall apply if success in the Class Proceeding is secured after trial.

Method "B": Percentage Recovery

10. If fees are sought as calculated by the percentage method, the Client and Class Counsel agree for such percentage fees to be calculated as follows:

- a) In the event that an agreement to settle the action is reached prior to the commencement of the certification hearing, Class Counsel shall be entitled to

- 25% of the amount (including partial indemnity or substantial indemnity costs and disbursements), recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount;
- b) In the event that an agreement to settle the action is reached after the commencement of the certification hearing, but prior to the commencement of a common issues trial of this action, Class Counsel shall be entitled to 30% of the amount (including partial indemnity or substantial indemnity costs and disbursements) recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount;
- c) In the event that judgment is obtained at the common issues trial, or an agreement to settle the action is reached after the commencement of a trial of this action, but before any appeal, Class Counsel shall be entitled to 35% of the amount (including partial indemnity or substantial indemnity costs and disbursements) recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount; and,
- d) In the event that final judgment is obtained, or an agreement to settle the action is reached, after the conclusion of any appeals from the common issues trial, Class Counsel shall be entitled to 40% of the amounts (including damages and interest but excluding partial indemnity or substantial indemnity

costs and disbursements recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s) plus the fee portion of any costs obtained by Class Counsel.

For the purpose of calculating the fees, the amount to which the above-referenced percentages apply includes any amount awarded or agreed to that is separately specified as being in respect of costs and disbursements, except in (d) above.

11. In the event that recovery is by way of a structured settlement, Counsel Fee shall be calculated based on the funding amount of the structure.

12. Counsel Fee shall be calculated on any settlement or any judgment after all disbursements and case expenses incurred by Class Counsel have been deducted.

13. Disbursements are those costs incurred by Class Counsel to prosecute the class proceeding, such as filing fees, court fees, process server charges, etc. Case expenses include reasonable photocopy charges, couriers, travel expenses, fees paid to agents, experts and other lawyers.

14. The Client authorizes Class Counsel to pay disbursements and case expenses to prosecute the claim as Class Counsel deems necessary and as the Client so instructs. The Client agrees that Class Counsel shall be entitled to 100% recovery of disbursements and case expenses from moneys payable to the class

or the Client from any award of costs or any monetary award or relief available pursuant to the terms of any order, judgment or court approved settlement.

15. The Client shall not be obliged to fund any disbursements or taxes, including the any applicable taxes on counsel's fees. Ultimately, if the class proceeding is successful, the disbursements and taxes, including the tax payable on counsel's fees, will be paid out of any court award of costs or any monetary award or relief available pursuant to the terms of any order, judgment or settlement.

16. The Client agrees and directs that all funds claimed by Counsel for legal fees, costs, taxes and disbursements shall be paid to Class Counsel in trust from any monies owing under any judgment or settlement.

17. Counsel shall not recover more in fees than the total aggregate amount the Class recovers as monetary relief or damages by way of judgment or settlement.

Example of Fee Calculation in the Event Class Counsel Seeks Fee Approval on the Basis of a Contingency Percentage.

18. If the class proceeding results in a settlement or judgment equal to \$2,000,000.00 inclusive of costs and disbursements after certification (but before the commencement of trial), and if Class Counsel and Other Counsel have incurred disbursements, and taxes on these disbursements, totalling \$100,000.00, then the sum of \$100,000.00 will be paid first to Class Counsel as reimbursement for those disbursements and taxes incurred by them. The

contingency fee will then be \$570,000.00 (30% of \$1,900,000.00) plus 13% H.S.T., for a total of \$644,100.00 leaving a maximum of \$1,355,900.00 for distribution to class members. (i.e. \$2,000,000.00, less \$100,000.00 disbursements, less \$570,000.00 contingency percentage, less HST on fees).

Example of Fee Calculation Under Contingency Multiplier

19. If the class proceeding results in a settlement or judgment equal to \$2,000,000.00 inclusive of costs and disbursements after certification (but before the commencement of trial), a multiplier of not less than 3 shall apply. If Class Counsel and Other Counsel have incurred disbursements, and taxes on these disbursements, of \$100,000.00, and docketed time at their ordinary hourly rates (set out in Schedule "A") totalling \$150,000.00, then the sum of \$100,000.00 will be paid first to Class Counsel and Other Counsel as reimbursement for those expenses incurred by them. The contingency fee will then be not less than \$450,000.00 (3x docketed time of \$150,000) plus H.S.T., leaving a maximum of \$1,391,500.00 for distribution to class members (i.e, \$2,000,000.00, less \$100,000.00 disbursements, less contingency multiplier, less \$HST on fees).

Costs

20. The Client has been advised by Class Counsel that a Court may order one party to make a payment to the other party as a contribution towards the other party's reasonable legal fees and disbursements if the other party is successful in the overall litigation or successful in the context of any discrete step in the litigation,

such as a motion. If the court does make such an order for costs in favour of the Client, such costs be applied to counsel fees and disbursements, regardless of the outcome of the action.

21. The Client agrees to assign to Class Counsel any court award of costs made in favour of the Client. The Client and Class Counsel agree that Class Counsel may apply such assigned costs towards the current fees and disbursements of Class Counsel and Other Counsel and may also hold and apply any remainder or balance of such assigned costs towards future fees and disbursements.
22. The Client has been advised by Class Counsel that an application or applications shall be made to the Class Proceedings Fund (the "Fund") or a third-party funder for payment of disbursements and for indemnification against an adverse costs order at various stages of the litigation. If an application is made to the Fund for payment of disbursements and indemnification against costs and such application is accepted, the Fund will be entitled to 10% of any judgment or settlement monies payable to the class. Presently the practice is that the Fund is entitled to receive 10% of any settlement or judgement, plus repayment of any disbursements advanced by the Fund. As negotiated by Class Counsel and approved by the Client, if an application is made to a third-party funder other than the Fund for indemnification against costs and such application is accepted, the third-party funder will be entitled to a portion of any judgment or settlement monies payable to the class.

23. The Client and Class Counsel hereby agree that Class Counsel has the authority to make an application to the Fund or a third-party funder on behalf of the Client for indemnification to the Client in respect of any adverse costs order that may be made against the Client in the class action, and the Client shall co-operate with Class Counsel in this regard.

24. In the event that indemnification from the Fund or a third-party funder cannot be obtained, the Client agrees that the Class Proceeding will not be pursued. If an adverse cost award is made against the Client but no indemnification from the Fund or third-party funding agreement is in place, Goldblatt Partners LLP agrees to indemnify the Client against that adverse costs award.

Assessment of Account

25. The Client has the right to ask the Superior Court of Justice to review and approve Class Counsel's Account. For purposes of assessment, if a contingency fee agreement is one to which subsection 28.1(6) or 28.1(8) of the *Solicitors Act* applies (insofar as the fee sought is in excess of the maximum percentage proscribed by regulation), the Client or Class Counsel may apply to the Superior Court of Justice for an assessment within six months after its delivery. If a contingency fee agreement is not one to which subsection 28.1(6) or 28.1(8) of the *Solicitors Act* applies, the Client may apply to the Superior Court of Justice for an assessment of Class Counsel's bill within 30 days after its delivery or within one year after its payment.

Submissions to Court: Costs Payable to Class Counsel

26. The Client hereby authorizes Class Counsel to make submissions regarding remedy and costs payable to Class Counsel that will enable the Court to fashion a judgment to ensure that the fees and disbursements owing to Class Counsel, calculated pursuant to this Agreement, can be paid out of the monies awarded to the Class or can be paid prior to or as a condition of the Class Member realizing any benefit pursuant to the judgment.

Client and Class Counsel to Act in the Best Interests of the Class

27. The Client acknowledges his obligation and the obligation of Class Counsel to act in the best interests of the Class.

28. The Client retains the right to make all critical decisions regarding the conduct of the class action, provided that any such decisions are made in the best interests of the class.

29. Notwithstanding the foregoing, Class Counsel retains the right to add one or more additional class representatives at any time, in the event Class Counsel determines that doing so is in the best interest of the class. In such circumstances, the Parties shall terminate this retainer agreement and enter into a new joint retainer agreement with the additional class representative(s). Similarly, Class Counsel retains the right to substitute the Client for another class representative prior to certification and terminate this retainer agreement, in the

event Class Counsel determines that doing so is in the best interest of the class. In either of the above circumstances, privileged communications between Class Counsel and/or Other Counsel, and the Client made for the purpose of advancing the claims of the class in the class proceeding and the work product created by Class Counsel and/ or Other Counsel for the purpose of advancing the claims of the class shall be disclosed to the new class representative. The Client agrees to maintain the confidentiality and privilege of such communications and work product, and agrees not to discuss or otherwise divulge such communications and work product, or their contents, to any other person at any time.

Settlement Negotiations

30. The Client hereby authorizes Class Counsel, in its discretion, to enter into negotiations with the defendant for the purpose of reaching a settlement of the class proceeding. The Client understands that any settlement affecting the class is subject to approval by the court. The Client agrees and acknowledges that any negotiations are for the purpose of reaching a settlement of the class proceeding, not simply the individual claim of the Client.

31. In the event the Client desires to withdraw as representative plaintiff or desires to settle his individual claim without settling the claims of the class, the Client agrees to first notify Class Counsel of that desire in advance. The Client agrees only to seek such withdrawal or individual settlement in a manner and on a schedule that reasonably protects the best interests of the Class as a whole. If the Client does settle his individual claim or withdraws as representative plaintiff,

the Client expressly agrees and acknowledges that Class Counsel is permitted to be retained by another representative of the class and to continue to assert the claims on behalf of the class pursuant to the class proceeding. In such event, privileged communications between Class Counsel and/or Other Counsel, and the Client made for the purpose of advancing the claims of the class in the class proceeding and the work product created by Class Counsel and/ or Other Counsel for the purpose of advancing the claims of the class shall be disclosed to the new class representative. The Client agrees to maintain the confidentiality and privilege of such communications and work product, and agrees not to discuss or otherwise divulge such communications and work product, or their contents, to any other person at any time.

32. In the event that the Client wishes to withdraw from participation as a class representative, Class Counsel shall make its best efforts to find a replacement for the Client. However, the Client acknowledges that any withdrawal by the Client is subject to the approval of the court.

Resolution of Disagreements between the Client and Class Counsel

33. The Client and Class Counsel agree to make their best efforts to resolve any disagreements or conflicts that may arise between them relating to, or affecting, the conduct of this action.

34. The Client hereby agrees that in the event that the Client gives instructions that Class Counsel believes are not in the best interests of the Class, Class Counsel

may, and is entitled to, schedule and bring an application, motion or case conference with the court (*ex parte* or otherwise as may be appropriate or as may be directed by the court) for directions under s. 12 of the CPA or otherwise as may be appropriate. The Client and Class Counsel acknowledge that the outcome of such an application, motion or conference, and subject to any motions for leave to appeal or appeals therefrom, may result in the removal of the Client as representative plaintiff or the removal of Class Counsel (or either of them) as counsel or solicitor of record in the Action.

35. Without limiting the general application of the preceding paragraph, the Client agrees that in the event that the Client does not agree to accept a proposed settlement that is in the opinion of Class Counsel in the best interests of the class, Class Counsel is hereby authorized to conditionally accept the offer. The condition shall be a ruling by the court that the proposed settlement is in the best interests of the class. On the motion for such court approval, an affidavit fully disclosing the Client's stated concerns with the proposed settlement shall be filed with the court.

36. While any application, motion or case conference referred to in the two preceding paragraphs, or any decision or motion for leave to appeal or appeal therefrom, is outstanding, neither the Client nor the Class Counsel may terminate this Agreement.

Termination

37. The Client acknowledges and agrees that, notwithstanding any other provision of this agreement, but subject to orders or directions of the court, Class Counsel shall have the right to terminate this retainer agreement in any of the following circumstances:

- a. at any time prior to the certification at the sole discretion of Class Counsel;
- b. upon the denial of class certification at first instance or on appeal, including by way of a subsequent decertification order;
- c. loss at trial of the common issues at first instance or on appeal;
- d. after certification, if in the reasonable opinion of Class Counsel new evidence arises or changes in the law occur which would make it materially less likely that the class proceeding would succeed at trial;
- e. after certification, in the event that Class Counsel has reasonable grounds to believe that any costs, monetary relief, damages, interest or settlement monies that could be recovered in the action will not be sufficient to cover: (i) the total fees and disbursements actually approved by the Court to that date or the total fees that Class Counsel reasonably estimates may be approved by the court in the future; or, (ii) the actual Counsel Fees incurred to that date or a reasonable estimate by Class Counsel of the

total Counsel Fees that would reasonably be incurred in prosecuting the action through to its conclusion; and;

f. any refusal of the court to award Class Counsel its fees.

38. Subject to the other terms of this Agreement, the Client may terminate this Agreement and pursue this Class Action with new counsel. Subject to the other terms of this Agreement, the Client may withdraw as representative plaintiff and Class Counsel may attempt to locate an appropriate replacement representative plaintiff and continue to prosecute this Class Action as set out herein.

39. In the event this agreement is terminated and the Class Action is subsequently successful (as defined in paragraph 7 above), the hours expended by Class Counsel to the date of termination will be added to the hours of the lawyer or lawyers subsequently retained to prosecute the Class Action for the purpose of the Court settling or approving the legal fees for all counsel in this action. Class Counsel shall be entitled to, and will be paid, a percentage of the amount awarded by the Court as fees in the action. The percentage shall be calculated by taking the number of hours expended by Class Counsel's legal professionals (including clerks and students) multiplied by their respective hourly rates, divided by the total number of hours expended by professionals (including clerks and students) of Class Counsel and any lawyers or law firm(s) subsequently retained to prosecute the Class Action multiplied by their respective hourly rates. In no circumstance, however, will Counsel be entitled to or be paid less than its straight time, that is, the total number of hours expended by Class Counsel's

professionals (including clerks and students) multiplied by their respective hourly rates. Class Counsel will also be entitled to, and be paid, its disbursements or case expenses.

40. The Client agrees that any lawyer retained to prosecute the Class Action after the termination of this Agreement will be:

- a) competent and experienced in the prosecution of class actions;
- b) provided with a copy of this Agreement;
- c) required to acknowledge and agree to the provisions of this Agreement; and,
- c) required to protect the fees and disbursements of Class Counsel and Other Counsel as set out herein.

Prohibition on Commencing a Parallel or Overlapping Class Action

41. The Client hereby agrees not to commence a rival, parallel or overlapping class action, including any class proceeding raising the same or similar claims against the defendant, in the event that the Client's participation in this Class Action is terminated, whether by withdrawal, termination or otherwise.

Laws of Ontario Apply

42. This Agreement will be governed, construed, interpreted and enforced in accordance with the laws of the Province of Ontario. It is the parties' intention that all requirements of contingency fee retainer agreements and class action retainer agreements be included herein and, for such purpose, the parties agree that this agreement shall be deemed to include any such further requirements arising from amendments to the *Solicitors Act*, R.S.O. 1990, c. S.15, the regulations under that act, and the *Rules of Professional Conduct* of Ontario and of other applicable jurisdictions. Alternatively, the parties to this agreement agree to execute, from time to time, any amendment to this agreement for the purpose of incorporating any such further requirements into this agreement.

Division of Fees

43. The Client consents to the reasonable splitting of fees between lawyers who are assisting in this action but are not part of Class Counsel (if applicable).

Carriage of Lawsuit

44. The Client acknowledges that Class Counsel are incurring a significant financial risk in agreeing to pursue this action on a contingency fee basis and that Class Counsel are doing so on the basis that it will have carriage of the lawsuit.

Successor of Lawsuit

45. In the event that Goldblatt Partners LLP dissolves or is terminated, this agreement shall apply to successor law firms, as designated and confirmed by the Client in accordance with the terms hereof.

Confidentiality

46. The Client acknowledges being advised that the communications between Class Counsel and the Client relating to the claims of the class are legally privileged but that such privilege may be lost if the Client was to disclose such information to third persons and that the interests of the class could thereby be adversely affected. The Client agrees to protect the confidentiality and privilege of such information indefinitely.

47. The Client acknowledges and agrees that, in retaining Class Counsel to provide the legal services described in this retainer, the collection, use, retention and disclosure of personal and other sensitive information may be required in order to fulfill those services and related obligations.

Severability

48. In the event that any particular provision or provisions or a part of one in this agreement is found to be void, voidable, or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall

be deemed severed from the remainder of this agreement and all other provisions shall remain in force.

Entire Agreement

49. It is agreed there is no representation, warranty, collateral agreement, or condition affecting this agreement except as expressed in it.

Execution in Counterpart

50. This agreement may be executed in counterpart.

Signed this 19th day of February, 2019.



Witness

ELLA BEWARD



Stephen Aps

Signed this 19th day of February, 2019.

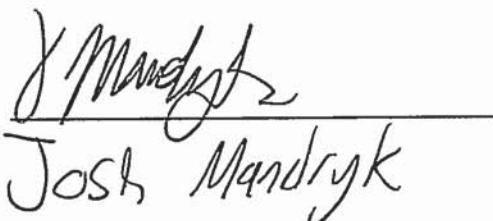


Witness

ELLA BEWARD

GOLDBLATT PARTNERS LLP

Per:


Josh Mandryk

Schedule "A" – Current Hourly Rates of Class Counsel

Steven Barrett \$800.00

James McDonald \$800.00

Charles Sinclair \$600.00

Nadine Blum \$525.00

Jody Brown \$525.00

Joshua Mandryk \$450.00

Tanya Atherfold-DeSilva \$200.00

Students \$250.00

This is Exhibit "B" referred to in the affidavit of Joshua Mandryk, sworn before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

AMENDED THIS 05-SEP-20 PURSUANT TO
MODIFIÉ CE CONFORMEMENT À

98

RULE/LA RÈGLE 28.02 (A)

THE ORDER OF _____
L'ORDONNANCE DU _____
DATED / FAIT LE _____

Court File No.: CV-19-00614755-00CP


REGISTRAR ONTARIO
SUPERIOR COURT OF JUSTICE GREFFIER COUR SUPÉRIEURE DE JUSTICE
SUPERIOR COURT OF JUSTICE

BETWEEN:

STEPHEN APS

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

PROCEEDING UNDER THE *CLASS PROCEEDING ACT, 1992*

AMENDED AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL

FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL
LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

21 A

Date: February 20, 2019

Issued by M. Godin

Amended: November 18, 2019

Amended: _____, 2020

Local registrar

Address of 330 University Avenue,
court office Toronto, ON, M5G 1E6

TO: FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.
1 Dundas Street West, Suite #200
Toronto, Ontario
M5G 1Z3

CLAIM

1. The Plaintiff, Stephen Aps (the "Plaintiff") claims:
 - (a) an order certifying this proceeding as a class proceeding and appointing the Plaintiff as representative plaintiff for the Class (as described below);
 - (b) \$100 million in general damages for the Class, or such other sum as this Honourable Court deems just;
 - (c) a declaration that the Defendant breached the Class Members' contracts of employment by:
 - (i) failing to ensure that the Class Members' hours of work were monitored and accurately recorded;
 - (ii) failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly controlled and applied, for, among other things, recording all hours worked by the Class Members and ensuring that the Class Members are compensated for all hours worked;
 - (iii) failing to record and maintain accurate records of all actual hours worked by the Class Members;
 - (iv) failing to advise the Class Members of their entitlement to overtime pay for hours worked in excess of the overtime threshold under the applicable employment standards legislation;
 - (v) imposing on the Class Members an overtime policy that purports to create an unlawful barrier to payment of overtime;
 - (vi) creating and/or permitting and/or suffering a working environment and circumstances in which the Class Members are: (i) required and/or permitted and/or suffered to work hours in excess of those scheduled, including hours both below and in excess of the overtime threshold

under the applicable employment standards legislation, in order to carry out the duties assigned to them; (ii) dissuaded from reporting hours worked in excess of those scheduled, including both hours below and in excess of the overtime threshold under the applicable employment standards legislation; and (iii) dissuaded from claiming or obtaining compensation for their unpaid hours worked, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation; and

- (vii) requiring and/or permitting and/or suffering the Class Members to work hours in excess of those scheduled, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation, but failing to appropriately compensate the Class Members as required for all hours worked.
 - (viii) imposing on Class Members illegal and/or inapplicable overtime and/or excess weekly hours of work agreements;
- (d) an interim, interlocutory and final order that the provisions of the applicable employment standards legislation, as applicable, are express or implied terms of the contracts of employment of the Class Members (as described below);
- (e) an interim, interlocutory and final order for specific performance directing that the Defendant comply with the contracts of employment with the Class Members, in particular, to:
- (i) ensure that the Class Members' hours of work are monitored and accurately recorded;
 - (ii) advise the Class Members of their entitlement to overtime pay for hours worked in excess of the overtime threshold under the applicable employment standards legislation;

- (iii) ensure that the Class Members are appropriately compensated for all hours worked;
- (iv) advise the Class Members that they are not required to enter into agreements to work excess hours or to average hours worked for overtime purposes as a condition of continued employment;
- (f) a declaration that the Defendant was unjustly enriched, to the deprivation of the Class Members, in that it received the value of the unpaid hours worked by the Class Members, including hours both below of and in excess of the overtime threshold under the applicable employment standards legislation, without providing the appropriate compensation, with no lawful basis, and an order requiring the Defendant to disgorge to the Class all amounts withheld by it in respect of such unpaid hours;
- (g) a declaration that the Defendant was negligent in the performance of its contracts of employment with the Class Members by, among other things:
 - (i) failing to monitor, record and maintain records of all hours worked by the Class Members;
 - (ii) failing to pay for all hours worked by the Class Members, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation, despite requiring and/or permitting and/or suffering such hours to be worked;
 - (iii) failing to advise the Class Members of their right to receive appropriate compensation for such unpaid hours and, in particular, of the express or implied terms of their contracts under the applicable employment standards legislation;
 - (iv) retaining for itself the benefit of amounts due to the Class Members in respect of such unpaid hours;

- (v) creating and/or permitting and/or suffering a working environment and circumstances in which the Class Members are: (i) required and/or permitted and/or suffered to work hours in excess of those scheduled, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation, in order to carry out the duties assigned to them; (ii) dissuaded from reporting hours worked in excess of those scheduled, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation; and (iii) dissuaded from claiming or obtaining compensation for their unpaid hours worked, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation;
 - (vi) imposing on the Class Members an overtime policy that purports to create an unlawful barrier to payment of overtime;
 - (vii) failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly controlled and applied, for, among other things, recording all hours worked by the Class Members and ensuring that the Class Members are appropriately compensated for all hours worked;
 - (viii) imposing on Class Members illegal and/or inapplicable overtime and/or excess weekly hours of work agreements;
- (h) an order pursuant to s. 23 of the *Class Proceedings Act, 1992*, admitting into evidence statistical information, including statistical information concerning or relating to hours of work performed by members of the Class, and an order directing the Defendant to preserve and disclose to the Plaintiff all records, in any form, relating to hours worked by members of the Class;
- (i) an order, pursuant to s. 24 of the *Class Proceedings Act, 1992*, directing an aggregate assessment of damages;

- (j) an order directing the Defendant to preserve and disclose to the Plaintiff all records (in any form) relating to the hours of work, including hours of work both below and in excess of the overtime threshold under the applicable employment standards legislation, performed by the Class Members;
- (k) pre-judgment and post-judgement interest pursuant to the *Courts of Justice Act*;
- (l) punitive, aggravated and exemplary damages in the amount of \$10 million, or such other amount as this Honourable Court deems just;
- (m) costs of this action on a substantial indemnity basis, together with applicable HST, or other applicable taxes, thereon;
- (n) the costs of administering the plan of distribution of the recovery in this action in the sum of \$1 million or such other sum as this Honourable Court deems appropriate; and
- (o) such further and other relief as this Honourable Court may deem just.

THE DEFENDANT

2. Flight Centre Travel Group (Canada) Inc. ("Flight Centre" or the "Defendant") is the largest brick and mortar travel retailer in Canada, with approximately 150 stores in Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland. Flight Centre is a "big box" retailer, with highly standardized work locations, job descriptions, policies and practices.
3. Flight Centre is the Canadian subsidiary of Flight Centre Travel Group Ltd. ("Flight Centre Travel Group"), a global travel retailer founded in 1982. Flight Centre Travel Group consists of 40 corporate and wholesale brands, located in Australia, New

Zealand, the United Kingdom, South Africa, India, United Arab Emirates, Singapore, China, United States and Canada. Flight Centre began operating in Canada in 1995.

4. Flight Centre Travel Group is publicly traded on the Australian Securities Exchange and according to its 2018 Annual Report, its global operations earned \$2.95 billion AUS in revenue and \$264.2 million AUS in after-tax income in the year ending June 30, 2018.

THE PLAINTIFF AND THE CLASS

5. The Plaintiff lives in the City of Brampton and was employed by Flight Centre as an International Travel Consultant from April 2014 to January 2015 at its Dixie Mall location in Mississauga, Ontario (the “Dixie Mall store”).
6. The Plaintiff brings this action pursuant to the *Class Proceedings Act, 1992* on his own behalf and on behalf of the following class of persons:

All current or former Travel Consultants (~~including Corporate Travel Consultants and International Travel Consultants~~) employed by Flight Centre ~~at its retail locations~~ in the Provinces of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland, for the period from ~~October 2010 December 2008~~ to the date certification is granted in this action.

(together referred to as the “Class Members” or the “Class”).

7. Travel Consultants are retail sales employees responsible for selling vacation and business travel packages to Flight Centre Canada’s clients. Travel Consultants who serve business/corporate clients may be referred to as Business or Corporate Travel “Managers”, though they do not perform managerial functions.

8. The Class Members sell vacation products to the Defendant's customers at their retail sales locations. The Class Members serve clients via email, telephone, and face-to-face at the Defendant's retail locations.
9. Travel Consultants are paid a base salary of \$27,000 per year, plus commission. Commission constitutes a significant portion of the Class Members' total compensation. The Defendant's commission structure is designed so that as Travel Consultants surpass various monthly sales targets, they earn a larger percentage of their total sales as commission. This structure incentivizes Travel Consultants to work longer and harder in order to sell more vacation products, so that they can take home a higher percentage of their sales as commission.
10. The Class Members are regularly required to work beyond their scheduled hours of work due to the client-centred nature of their sales positions. The Class Members are frequently required to work through their unpaid lunch breaks and forgo their lunch break altogether to serve clients entering the store or contacting them via email and telephone. Furthermore, the Class Members are regularly required to work beyond their scheduled hours of work in order to serve clients who enter the store or call or email them at or near the end of their scheduled shifts.
11. In addition to the above, once the Defendant's retail hours have ended and the Class Members are no longer catering to the Defendant's customers, the Class Members are regularly required to work beyond their scheduled hours in order to perform administrative and paperwork duties which they are unable to perform during their

scheduled hours of work. Class Members are also expected to attend training and company events, such as the monthly “Buzz Nights,” which are also unpaid.

12. The Class Members are provided monthly schedules by the Defendant which schedule them to work full-time hours at the Defendant’s retail stores; however, while the Class Members regularly work significantly in excess of their scheduled hours, the Defendant has no system in place to track, monitor, record or compensate the Class Members for their *actual* hours worked.
13. The Class Members are employed pursuant to standard written employment agreements for each job classification.
14. The Class Members’ employment contracts are subject to the applicable employment standards legislation, and the terms of the applicable employment standards legislation are incorporated into the contracts of employment as a matter of law.
15. The Class Members plead that as a matter of law, Flight Centre owed them a duty of good faith that was incorporated into their contracts of employment, including a duty to advise the Class Members they were eligible for overtime compensation in respect of all overtime hours worked.
16. At all material times, the policies and practices of the Defendant that affect the conditions of the Class Members’ employment were materially uniform and consistent across the Defendant’s stores.

17. At all material times, the duties performed by and associated with each job classification within the Class were materially uniform and consistent across the Defendant's stores.
18. The Class Members are required, as a condition of continued employment, to sign standard averaging hours agreements and excess weekly hours of work agreements, which are incorporated into the terms of their contracts of employment.
19. The Class Members are subject to standard written employment policies, including with respect to overtime, and hours of work and breaks. These policies apply uniformly to all Class Members and are incorporated into the terms of their contracts of employment.
20. There are common factors that routinely and consistently contribute to the Class Members working hours above those set out in their schedules, including hours both below and in excess of the overtime threshold, including the following:
 - (a) Unrealistic sales and profitability targets;
 - (b) The linking of commissions, which represent a significant portion of their compensation, to unrealistic sales and profitability targets;
 - (c) The structure of the commission scheme, which incentivizes Travel Consultants to work longer and harder in order to sell more vacation products, so that they can take home a higher percentage of their sales in commission;
 - (d) The need to cater to the scheduling demands of clients and prospective clients;

- (e) The additional administrative duties assigned to Travel Consultants, over and above their duties to serve clients, that must be completed before they finish work for the day;
 - (f) A requirement to attend meetings, training, and other events outside of scheduled hours;
21. As the Defendant directs and/or permits and/or suffers, and as it knows or should know, the Class Members are consistently required to work unpaid hours, including hours above the overtime threshold under the applicable employment standards legislation, in order to satisfy the duties and meet the sales goals and/or performance targets associated with their positions, including the duty to accommodate the time demands and schedules of the Defendant's customers.
22. As a matter of systemic policy and practice, and without lawful excuse, the Defendant strictly discourages its employees from requesting payment for hours of work in excess of those scheduled, including hours worked both below and in excess of the overtime threshold under the applicable employment standards legislation. Where pay is requested for hours worked in excess of the overtime threshold, the Defendant regularly refuses to pay same. The Defendant also systemically discourages the reporting of, and denies the payment and/or compensation for, hours of work in excess of the overtime threshold under the applicable employment standards legislation, which are in excess of those scheduled.

THE DEFENDANT'S HOURS OF WORK AND OVERTIME POLICIES AND PRACTICES

23. The Defendant requires the Class Members to sign standard form employment contracts and excess hours of work and overtime averaging agreements.

24. The Class Members' standard form contracts of employment updated December 2008 provide as follows:

Hours of Work

You will be required to work full time hours. To meet the demands and supervision of our work environment, the work hours are to be assigned by your team leader, with one unpaid lunch break daily at a time that works best for the team and business.

You may choose to work additional hours to increase your Commissions. No overtime is payable for such efforts.

In addition, you will be required to attend regular staff meetings, monthly buzz nights and conferences during the course of your work. Attendance may also be required at seminars and functions that are work related.

24.25. The Class Members' standard form contracts of employment updated October 2010 and thereafter provide as follows:

8. HOURS OF WORK AND OVERTIME:

8.1 You will be required to work full time unless otherwise set out in Schedule "A".

8.2 If applicable, your initial hours of work in this position are set out in Schedule "A". You agree that your hours of work may be changed, will vary to meet the needs of the business and may include evenings and weekends. In addition, you will be required to attend regular staff meetings, monthly buzz nights, seminars and conferences during the course of your work. To meet the demands and supervision of our work environment, the work hours are to be as assigned by your team leader, with one unpaid break daily at a time that works best for the team and business.

8.3 **[For Overtime Eligible Employees:** Overtime pay will only be paid where required by Employment Standards and is subject to any applicable

exemptions, including averaging agreements. You agree to accept time off in lieu of overtime pay. No overtime compensation is payable except as specifically agreed with Company management in writing or provided in Company policy. In some cases, the Company may offer special Incentives as compensation for overtime.

8.4 [For overtime Exempt Positions: As an overtime exempt employee, you will not be entitled to additional compensation or time off for hours worked in excess of regular work schedule.

8.5 No overtime compensation is payable except as specifically agreed with Company management in writing or provided in Company policy.

[Emphasis in original]

25.26. In addition to its standard form employment contracts, and as a condition of continued employment, Class Members are required to sign averaging hours of work agreements for overtime pay purposes and excess weekly hours of work agreements.

26.27. The excess hours of work agreements require the Class Members to agree to work above the maximum hours under the applicable employment standards legislation, and up to a maximum number of hours a day and a week (above the normal limits under applicable employment standards legislation).

27.28. The overtime averaging agreements require the Class Members to agree to average their hours of work for purposes of entitlement to overtime compensation over a period of two or more weeks, depending on the jurisdiction and the year.

8.29. The averaging hours agreements provide, among other things:

We will continue to provide time off in lieu of overtime pay for any hours worked in excess of the standard hours or the averaged hours as applicable.

Work in excess of the extra or standard hours will continue to require prior approval from your Team Leader and Area Leader through our Time Off Tracker (TOT) system.

29.30. The hours of work provisions in the standard form employment contracts, together with the averaging hours agreement and the excess hours agreement together constitute the Employer's "overtime policy."

31. As set out above, the Defendant's overtime policy effective December 2008 unlawfully denies overtime compensation to the Class Members, stipulating that "You may choose to work additional hours to increase your Commissions. No overtime is payable for such efforts." While the Defendant has subsequently amended its overtime policy, it has continued to deny overtime compensation in this manner in practice.

30.32. As set out above, the Defendant's overtime policy effective October 2010 and thereafter unlawfully restricts payment of overtime to those situations specifically agreed with Company management in writing or where employees have requested and received prior written authorization to work overtime. It does not allow for payment of overtime to persons who are routinely required or permitted to work overtime to fulfill the basic duties of their employment absent such advance authorization.

31.33. Moreover, even assuming, without admitting, that restricting overtime compensation to time off in lieu could be legal in some jurisdictions, the Defendant's overtime policy effective October 2010 and thereafter unlawfully restricts compensation for overtime by time off in lieu to those situations specifically agreed with Company management in writing or where employees have requested and received prior written

authorization to work overtime. It does not allow for time in lieu to be granted to Class Members who are routinely required or permitted to work overtime to fulfill the basic duties of their employment absent such advance authorization. Furthermore, and without limitation, the overtime policy fails to provide that lieu time that cannot be taken will be otherwise compensated.

32.34. The overtime policy effective October 2010 and thereafter is also unlawful to the extent which it purports to provide “special incentives” as compensation for overtime.

33.35. By purporting to limit the Defendant’s obligation to pay overtime, as set out above, the Defendant’s Overtime Policy creates unlawful barriers to claims for payment for hours of overtime worked, and is in violation of the applicable employment standards legislation.

34.36. The application of the Defendant’s Overtime Policy will continue to violate the overtime protections provided in the applicable employment standards legislation, unless prevented from doing so by Court Order.

35.37. By virtue of the power imbalance inherent to the employee employer relationship the Class Members are powerless to challenge the unlawful aspects of the Defendant’s Overtime Policy. In attempting to do so they would risk discharge and/or employment and career-related sanctions. The class members are an inherently vulnerable group vis-à-vis the Defendant as employer.

36.38. Despite its acknowledgement it requires the Class Members to work overtime hours, including those that exceed the maximum hours of work provisions under the

applicable employment standards legislation, the Defendant has no system whatsoever in place to track and record the *actual* hours of work of the Class Members. The so-called “Time off Tracker”, tracks only pre-approved hours requested through the system and does not track *actual* hours worked.

37.39. Furthermore, the Defendant provides its employees with no procedure whatsoever to track, record, or claim payment for their *actual* overtime hours worked. By virtue of this common design, the Class Members could not exercise their rights to accurate overtime entitlement or proceed with complaints regarding unpaid time.

38.40. The Defendant has a systemic practice and policy of failing to track the Class Members hours of work and compensate them for their *actual* hours of work, including for their overtime hours worked.

EMPLOYMENT STANDARD LEGISLATION PROHIBITS OFF-THE-CLOCK UNPAID WAGES

39.41. The Class Members are systemically prevented from claiming and/or receiving overtime compensation in accordance with the applicable employment standards legislation as a result of Flight Centre’s Overtime policy and practices.

40.42. The applicable employment standards legislation in each jurisdiction contain materially the same provisions which require employers to pay their employees overtime pay for all overtime hours worked:

- (a) Section 22(1) of Alberta’s *Employment Standards Code*, R.S.A. 2000, c. E-9 states that “An employer must pay an employee overtime pay of at least 1.5 times the employee’s wage rate for overtime hours.”;
- (b) Section 28(1) of British Columbia’s *Employment Standards Act*, R.S.B.C. 1996, c. 113 states that “An employer must pay an employee overtime wages

in accordance with section 40 if the employer requires, directly or indirectly allows, the employee to work more than 8 hours a day or 40 hours a week.”;

- (c) Section 17(1) of Manitoba’s *Employment Standards Code*, C.C.S.M. c. E110 states that “Subject to section 18 and the regulations, an employer must pay an employee a wage for overtime at an hourly rate that is not less than 150% of the employee’s regular wage rate.”;
- (d) Section 25 of Newfoundland’s *Labour Standards Act*, R.S.N.L. 1990, c.L-2 states that “Where an employee works in excess of the standard working hours as permitted by this Part, the employer shall pay to the employee the rate of wages for overtime that may be set out in the regulations by prescribed formula, which may differ for different classes of employees in different undertakings or a part of them.”;
- (e) Section 40(4) of Nova Scotia’s *Labour Standards Code*, 1989, R.S.N.S. c. 246 states that “Notwithstanding anything contained in this Act, where an employee is required to work more than forty-eight hours in a week, that employee shall be paid one and a half times the employee’s regular hourly wage for each additional hour worked in that week in excess of forty eight hours.”;
- (f) Section 22(1) of Ontario’s *Employment Standards Act, 2000*, S.O. 2000, c. 41 states that “An employer shall pay an employee overtime pay of at least one and one-half times his or her regular rate for each hour of work in excess of 44 hours in each work week or, if another threshold is prescribed, that prescribed threshold.”; and
- (g) Section 2-17(1) of *The Saskatchewan Employment Act*, S.S. 2014, c. S-15.1 states that “An employer shall pay an employee overtime pay for each hour or part of an hour in which the employee is required or permitted to work or to be at the employer’s disposal that exceeds the hours determined in accordance with sections 2-18, 2-19 and 2-20.”.

41.43. Furthermore, the applicable employment standards legislation in each jurisdiction contains materially the same provisions which require employers to keep records which track and monitor their employees’ hours of work:

- (a) Section 14 of Alberta’s *Employment Standards Code*, R.S.A. 2000, c. E-9 states that “Every employer must keep an up-to-date record of the following information for each employee: (a) regular and overtime hours of work; (b) wage rate and overtime rate;...”

- (b) Section 4 of British Columbia's *Employment Standards Act*, R.S.B.C. 1996, c. 113 states that: "28 (1) For each employee, an employer must keep records of the following information: ... (c) the employee's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis; (d) the hours worked by the employee on each day, regardless of whether the employee is paid on an hourly or other basis;
- (c) Subsection 135(1) of Manitoba's *Employment Standards Code*, C.C.S.M. c. E110 state that "An employer shall keep and maintain at the principal place of business of the employer in the province records of the following information, in English or French, about each employee: ... (d) subject to subsection (2), the regular hours of work and overtime, recorded separately and daily" Subsection 135(2) states that "Regular hours of work are not required to be recorded daily if they do not vary from day to day. But any additional hours worked must be recorded daily." The act also states that "An agreement to work for less than the applicable minimum wage, or under any term or condition that is contrary to this Code or less beneficial to the employee than what is required by this Code, is not a defence in a proceeding or prosecution under this Code.".
- (d) Section 63(1) of Newfoundland's *Labour Standards Act*, R.S.N.L. 1990, c.L-2 states that "An employer shall keep complete, continuous and accurate records setting out in respect of each employee... (b) the rate of wages of the employee, the number of hours worked by the employee in each day, the amount paid to the employee showing all deductions made from wages paid;"
- (e) Section 15(1) of Nova Scotia's *Labour Standards Code*, 1989, R.S.N.S. c. 246 states that "Every employer shall keep and maintain, at the employer's principal place of business for at least thirty-six months after the work was performed, records from which it may be ascertained whether or not the employer is complying with this Act, including ... (f) the number of hours worked by each employee each day and each week;"
- (f) Section 15(1) of Ontario's *Employment Standards Act*, 2000, S.O. 2000, c. 41 states that "An employer shall record the following information with respect to each employee, including an employee who is a homeworker: ... 4. The number of hours the employee worked in each day and each week." Section 15(3)(a) states that "An employer is not required to record the information described in paragraph 3.1 or 4 of subsection (1) with respect to an employee who is paid a salary if, (a) the employer records the number of hours in excess of those in his or her regular work week and, (i) the number of hours in excess of eight that the employee worked in each day, or (ii) if the number of hours in the employee's regular work day is more than eight hours, the number in excess;"
- (g) Section 2(38)(1) of *The Saskatchewan Employment Act*, S.S. 2014, c S-15.1 states that "No employer shall fail to keep (c) records showing the following with respect to each employee: ... (vi) the total number of hours worked by the

employee each day and each week as well as the total number of hours each day and each week that the employee is required to be at the disposal of the employer;”

4244. In addition to legislating overtime pay for all overtime hours worked and requiring employers to track the hours of work of their salaried employees, the applicable employment standards legislation in each jurisdiction also contains materially the same provisions which prevent employers from contracting out of their obligations under the applicable employment standards legislation:

- (a) Section 4 of Alberta’s *Employment Standards Code*, R.S.A. 2000, c. E-9 states that “An agreement that this Act or a provision of it does not apply, or that the remedies provided by it are not to be available for an employee, is against public policy and void.”;
- (b) Section 4 of British Columbia’s *Employment Standards Act*, R.S.B.C. 1996, c. 113 states that “The requirements of this Act and the regulations are minimum requirements and an agreement to waive any of those requirements....has no effect.”;
- (c) Sections 3 and 4 of Manitoba’s *Employment Standards Code*, C.C.S.M. c. E110 state that “This Code prevails over any enactment, agreement, right at common law or custom that (a) provides to an employee wages that are less than those provided under this Code; or (b) imposes on an employer an obligation or duty that is less than an obligation or duty imposed under this Code.” The act also states that “An agreement to work for less than the applicable minimum wage, or under any term or condition that is contrary to this Code or less beneficial to the employee than what is required by this Code, is not a defence in a proceeding or prosecution under this Code.”.
- (d) Section 3 of Newfoundland’s *Labour Standards Act*, R.S.N.L. 1990, c.L-2 states that “A term or condition in a contract of service that confers upon an employee conditions less favourable than the rights, benefits or privileges conferred upon the employee under this Act is void and of no effect.”;
- (e) Section 6 of Nova Scotia’s *Labour Standards Code*, 1989, R.S.N.S. c. 246 states that “This Act applies notwithstanding any other law or any custom, contract or arrangement, whether made before, on or after the first day of February, 1973, but nothing in this Act affects the rights or benefits of an employee under any law, custom, contract or arrangement that are more favourable to him than his rights or benefits under this Act.”;

- (f) Section 5(1) of Ontario's *Employment Standards Act*, 2000, S.O. 2000, c. 41 states that "Subject to subsection (2), no employer or agent of an employer and no employee or agent of an employee shall contract out of or waive an employment standard and any such contracting out or waiver is void."; and
- (g) *The Saskatchewan Employment Act*, S.S. 2014, c S-15.1, s. 2-6 states that "No provision of any agreement has any force or effect if it deprives an employee of any right, power, privilege or other benefit provided by this Part."

43.45. As a result of the Defendant's systemic policies and practices, the Class Members are required and/or permitted and/or suffered to work many additional hours each week above their scheduled hours, including hours worked above the overtime threshold under the applicable employment standards legislation, despite the fact that these hours are not properly tracked or monitored and the Class Members are not compensated for these additional hours of work.

44.46. In addition, the Defendant imposes on Class Members inapplicable and/or illegal overtime averaging and excess hours of work agreements, in violation of employment standards legislation.

THE PLAINTIFF'S EMPLOYMENT WITH FLIGHT CENTRE

45.47. Throughout his employment with the Defendant, the Plaintiff was regularly directed and/or required and/or permitted by Flight Centre to work and/or Flight Centre suffered him to work unscheduled hours for which he was not compensated, in addition to his scheduled hours of work, including hours above the overtime threshold.

46.48. The Plaintiff worked many hours per week above his regular scheduled hours of work, performing sales, customer service and administrative duties, for which he was not compensated. The Plaintiff worked an average of 45 to 50 hours per week, and even more during busy periods. The Defendant never compensated the Plaintiff for the

overtime hours he worked. That is, he was never paid for his overtime hours, nor was he given time off in lieu.

THE CLAIMS

47.49. Flight Centre breached the Class Members' contracts of employment.

48.50. The Class Members raise the following claims and causes of action.

BREACH OF THE APPLICABLE EMPLOYMENT STANDARDS LEGISLATION

49.51. The Defendant has systemically breached the provisions of the applicable employment standards legislation, which are incorporated into the contracts of employment of the Class Members, with respect to all Class Members by:

- (a) Failing to ensure that the Class Members' hours of work are monitored and accurately recorded;
- (b) Failing to advise the Class Members of their entitlement to overtime pay for hours worked in excess of the overtime threshold;
- (c) Imposing on the Class Members an overtime policy that purports to create an unlawful barrier to payment of overtime; and
- (d) Requiring and/or permitting and/or suffering the Class Members to work hours in excess of those scheduled or stipulated in their contracts of employment, including hours both below and in excess of the overtime threshold, but failing to compensate the Class Members as required for all hours worked.
- (e) Imposing on Class Members illegal and/or inapplicable overtime averaging agreements and excess hours of work agreements.

SYSTEMIC BREACH OF EMPLOYMENT CONTRACTS

50.52. The Defendant has breached the express or implied terms of its contracts of employment with the Class Members, as set out above, including that it compensate for all hours worked, including its obligation to pay overtime for hours worked in excess of the overtime threshold at a rate of 1.5 times the Class Members' regular hourly rates, or the rate specified under the applicable employment standards legislation in their province of employment, whichever is higher.

51.53. In the alternative, the Defendant has breached an implied term of the contracts of employment with the Class Members by failing to comply with its obligations under the applicable employment standards legislation to record and pay for all hours worked, including its obligation and duty to pay overtime, or, in the alternative, its duty to prevent the Class Members from working hours, including overtime, that the Defendant did not intend to compensate.

BREACH OF DUTY OF GOOD FAITH

52.54. The Class Members are in a position of vulnerability in relation to the Defendant. As a result and otherwise, the Defendant owes a duty to the Class Members to act in good faith, which includes a duty to honour its statutory and contractual obligations to them.

53.55. The Defendant has breached its duty of good faith by, among other things:

- (a) Failing to ensure that the Class Members' hours of work are monitored and accurately recorded;
- (b) Requiring and/or permitting and/or suffering the Class Members to work hours in excess of those scheduled, including hours both below and in excess of the

overtime threshold under the applicable employment standards legislation, but failing to compensate the Class Members as required for all hours worked;

- (c) Failing to advise the Class Members of their right to recover for such unpaid hours and, in particular, of the express or implied terms of their contracts under the applicable employment standards legislation;
- (d) Retaining for itself the benefit of amounts due to the Class Members in respect of such unpaid hours;
- (e) Failing to advise the Class Members of their entitlement to overtime pay for hours worked in excess of the overtime threshold under the applicable employment standards legislation;
- (f) Failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly control and applied, for, among other things:
 - (i) Recording all hours worked by the Class Members;
 - (ii) Ensuring that the Class Members are compensated at the appropriate rates for all hours worked or otherwise prevented from working overtime that the Defendant did not intend to compensate; and
 - (iii) Recording all lieu time accumulated and taken by the Class Members and correlating same with all overtime hours worked by the Class Members (if “lieu time” is a lawful alternative to overtime pay which is not admitted but denied);
- (g) Failing to maintain accurate records of all actual hours worked by the Class Members; and
- (h) Imposing on the Class Members an overtime policy that purports to create an unlawful barrier to overtime.

- (i) Imposing on Class Members illegal and/or inapplicable overtime averaging agreements and excess hours of work agreements.

UNJUST ENRICHMENT

54.56. The Defendant has been unjustly enriched as a result of receiving the benefit of the unpaid hours worked by the Plaintiff and the other members of the Class. The precise value of such unpaid hours of work is not known to the Plaintiff but is within, or should be within, the exclusive knowledge of the Defendant as the Defendant is required under the applicable employment standards legislation to accurately record the hours worked by the Class Members.

55.57. The Plaintiff and the other members of the Class have suffered a deprivation, in the form of wages corresponding to the unpaid hours that they have worked.

56.58. There is no juristic reason why the Defendant should be permitted to retain the benefit of the unpaid hours worked by the Plaintiff and the other members of the class. The Defendant's current Overtime Policy is unlawful and does not provide a juristic reason. The Defendant's systemic policies and practice of discouraging the reporting of, and denying the payment for, hours of work below the overtime threshold under the applicable employment standards legislation but in excess of those scheduled are similarly unlawful and do not provide a juristic reason.

NEGLIGENCE

57.59. The Defendant owes a duty of care to the Plaintiff and the other Class Members to ensure that they were and are properly compensated for all hours worked at the appropriate rates. The Defendant has breached this duty by, among other things:

- (a) Failing to ensure that the Class Members' hours of work are monitored and accurately recorded;
- (b) Requiring and/or permitting and/or suffering the Class Members to work hours in excess of those scheduled, including hours both below and in excess of the overtime threshold under the applicable employment standards legislation, but failing to compensate the Class Members as required for all hours worked;
- (c) Failing to advise the Class Members of their right to recover for such unpaid hours and, in particular, of the express or implied terms of their contracts under the applicable employment standards legislation;
- (d) Retaining for itself the benefit of amounts due to the Class Members in respect of such unpaid hours;
- (e) Failing to advise the Class Members of their entitlement to overtime pay for hours worked in excess of the overtime threshold under the applicable employment standards legislation;
- (f) Failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly controlled and applied, for, among other things:
 - (i) Recording all hours worked by the Class Members;
 - (ii) Ensuring that the Class Members were compensated at the appropriate rates for all hours worked or otherwise prevented from working overtime that the Defendant did not intend to compensate; and
 - (iii) Recording all lieu time accumulated and taken by the Class Members and correlating same with all overtime hours worked by the Class Members (if "lieu time" is a lawful alternative to overtime pay which is not admitted but denied);

- (g) Failing to maintain accurate records of all actual hours worked by the Class Members;
- (h) Imposing on the Class Members an overtime policy that purports to create an unlawful barrier to overtime; and
- (i) Imposing on Class Members illegal and/or inapplicable overtime averaging agreements and excess hours of work agreements.
- (j) Such further particulars as known to the Defendant will be provided at discovery and prior to the trial herein.

PREFERABLE PROCEDURE

58.60. A class proceeding is preferable to a multitude of individual employment standards complaints or individual claims in Small Claims Court.

59.61. A class proceeding will advance the three goals of the *Class Proceedings Act, 1992*, namely, judicial economy, access to justice, and behaviour modification.

60.62. A class proceeding will advance the goal of judicial economy by preventing the need for thousands of individual employment standards complaints, and potential appeals thereof.

61.63. A class proceeding will advance the goal of access to justice by providing a remedy for Flight Centre's employees, who, as non-unionized employees, face well-documented systemic barriers to enforcing their rights under the applicable employment standards legislation.

62.64. Finally, a class proceeding will promote behaviour modification by addressing the systemic policies and practices of Flight Centre.

63-65. Accordingly, a class proceeding is the preferable procedure for addressing the Plaintiff's claims.

AGGRAVATED, EXEMPLARY, AND PUNITIVE DAMAGES

64-66. The Plaintiff pleads that the actions, conduct and omissions of the Defendant as aforesaid are unlawful, high-handed and carried out in bad faith. Moreover, they are carried out to enrich the Defendant and with a complete disregard for the rights and interests of the Class Members, who were and are to the knowledge of the Defendant vulnerable to the actions, decisions and power of the Defendant.

5-67. The actions, conduct and omissions as aforesaid warrant awards of aggravated, exemplary and punitive damages.

RELEVANT LEGISLATION

66-68. The Plaintiff pleads and relies on the following statutes and regulations:

- a. *Class Proceedings Act, 1992, S.O. 1992, c. 6;*
- b. The applicable employment standards legislation:
 - i. *Employment Standards Code, R.S.A. 2000, c. E-9 (Alberta);*
 - ii. *Employment Standards Act, R.S.B.C. 1996, c. 113 (British Columbia);*
 - iii. *Employment Standards Code, C.C.S.M. c. E110 (Manitoba);*
 - iv. *Labour Standards Act, R.S.N.L. 1990, c.L-2 (Newfoundland);*
 - v. *Labour Standards Code, 1989, R.S.N.S. c. 246 (Nova Scotia);*
 - vi. *Employment Standards Act, 2000, S.O. 2000, c. 41 (Ontario);*
 - vii. *The Saskatchewan Employment Act, S.S. c.S-15.1 (Saskatchewan); and*
 - viii. Their respective regulations.

The Plaintiff proposes that this action be tried in Toronto.

Z12

Issued: February 20, 2019
Amended: November 18, 2019
Amended: _____, 2020

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2

Charles Sinclair LSUC#: 43178A
Tel: 416-979-4234
E-mail: cisinclair@goldblattpartners.com
Joshua Mandryk – LSUC#: 68823D
Tel: 416-979-6970
E-mail: jmandryk@goldblattpartners.com
Nadine Blum – LSUC#52772G
Tel: 416-979-6971
E-mail: nblum@goldblattpartners.com
Fax: 416-591-7333

Lawyers for the Plaintiff

APS FLIGHT CENTRE TRAVEL GROUP
Plaintiff and Court File No.: CV-19-00614755-00CP
(CANADA) INC.
Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

AMENDED AMENDED STATEMENT OF
CLAIM

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2

Charles Sinclair LS#: 43178A
csinclair@goldblattpartners.com
Nadine Blum – LSUC#52772G
E-mail: nblum@goldblattpartners.com
Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
Tel: 416-977-6070
Fax: 416-591-7333

Lawyers for the Plaintiff

This is Exhibit "C" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

From: John Beauvais <John.Beauvais@flightcentre.ca>
Sent: Monday, September 30, 2019 6:34 AM
To: John Beauvais <John.Beauvais@flightcentre.ca>
Subject: New Working Hours and Overtime Policy - Please Read

Hi Everyone,

On 1st October, the company will be rolling out a new Working Hours and Overtime Policy that sets out the details of how we manage our people if working outside of regular working hours, and the provision of time in lieu of overtime pay, for eligible employees only. This policy and any corresponding agreements that pertain to you and your role will be sent to you directly by email. You will then have 30 days to review and return any signed agreements. The policy and agreements will be effective from 1st November 2019.

We've provided some Frequently Asked Questions and an Eligibility list to help with understanding the new policy however, should you have any further questions, please reach out to your Area/Business Leader or Human Resources.

Thank you,

John

/Users/johnbeauvais/Library/Containers/com.microsoft.Outlook/Data/Library/Caches/Signatures/signature_2049276980



This is Exhibit "D" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits



Working Hours and Overtime Policy & Appendices

PURPOSE

Given its business needs, Flight Centre Travel Group (Canada) Inc. ("Flight Centre") may request that an Eligible Employee (defined herein) work beyond standard working hours. The purpose of this policy (the "Policy") is to provide guidance and rules relating to working hours and overtime, with province specific appendices (the "Appendices") that detail the working hours applicable to overtime and the provision of time off in lieu of overtime pay ("Lieu Time") for Eligible Employees.

APPLICATION

This Policy and Appendices apply to all Flight Centre employees effective 01 November 2019 and replaces earlier working hours and overtime practices and policies. If any term in this Policy or one of the Appendices is lower than an employee's entitlement as required under the applicable employment standards legislation, then the minimum entitlement under the relevant legislation will apply to the employee.

Not all Flight Centre employees are entitled to Lieu Time or any other form of additional compensation when they work in excess of standard hours of work. Certain categories of employees are exempt. Therefore, this Policy and the Appendices will use the term "**Eligible Employee**" to refer to an employee who is eligible for Lieu Time when working in excess of standard hours under the employment standards legislation applicable in the province in which they work.

WHAT ARE STANDARD HOURS AND OVERTIME?

Standard hours of work are defined by the employment standards legislation of the province in which an employee works. Any time worked by an Eligible Employee in excess of these standard weekly (or daily, as applicable) hours is considered overtime.

When an Eligible Employee works overtime, they will be entitled to be compensated and this will be through the provision of Lieu Time for those hours worked where they have entered into an agreement to receive Lieu Time for overtime hours worked. Please see the province specific appendix for information specific to the provision of Lieu Time.

REQUIREMENT TO SEEK AUTHORIZATION PRIOR TO WORKING OVERTIME

Eligible Employees must receive authorization from their Business Leader in writing in each instance, prior to working overtime.

Eligible Employees who work beyond standard hours without receiving authorization, despite it having been possible to seek such authorization in advance, or without promptly advising their Business Leader that they worked overtime without authorization, may be subject to discipline and may not be entitled to Lieu Time for such overtime.

Eligible Employees must also record all overtime hours worked and report them through the payroll system in a timely fashion.

Updated: September 27, 2019

Owner: HR/Legal/SWOT

Page 1 of 16



ADMINISTRATION OF THIS POLICY AND APPENDICES

Subject to applicable employment standards legislation, Flight Centre expressly reserves the right to change, modify or delete the provisions of this Working Hours, Overtime Policy and Appendices without notice.

PeopleWorks is responsible for the administration of this Policy. If employees have questions regarding this Policy or an Appendix that are not addressed in the Policy or an Appendix, they may contact human.resources@flightcentre.ca

ACKNOWLEDGEMENT OF RECEIPT AND REVIEW

There is a space in the Appendix where employees are asked to acknowledge receipt and review of the terms of this Policy and Appendix applicable to their Province of work.

This policy may be reviewed at any time to ensure it is relevant and appropriate for our workplace.



APPENDIX A – ALBERTA

Applicable Legislation

In Alberta, hours of work and overtime, including the classes of employees that are overtime eligible, are governed by the Alberta *Employment Standards Code*, RSA 2000, c E-9 (the "Code") and regulations made under the Code.

Standard Hours of Work

Standards hours of work are eight hours per day and 44 hours per week.

Overtime hours in respect of a work week are the total of an Eligible Employee's hours of work in excess of 8 on each work day in the work week, or an Eligible Employee's hours of work in excess of 44 hours in the work week, whichever is greater.

Lieu Time

An Eligible Employee who signs below, in the designated space, to indicate agreement to receiving Lieu Time for each hour of overtime hours worked, will be provided with time off with pay ("lieu hours") instead of overtime pay, taken and paid at the Eligible Employee's wage rate at the time that the Eligible Employee could have worked and received wages from Flight Centre on the following terms:

- Eligible Employees accumulate lieu hours in a lieu hours account.
- Eligible Employees may schedule time off using accumulated lieu hours by submitting a request through the payroll system. Flight Centre will make every effort to grant these requests but scheduling of lieu hours is subject to business and operational requirements.
- Eligible Employees must use accumulated lieu hours within 6 months of the pay period for which they earned the lieu hours. If an Eligible Employee has unused lieu hours by the end of this 6-month period, then Flight Centre will pay the overtime hours out and the hours will be deducted from the Eligible Employee's lieu hours account.
- If any unused lieu hours remain in the Eligible Employee's lieu hours account when employment ends, these hours will be paid out to the Eligible Employee.

Acknowledgement

You acknowledge that you have read, that you understand, and that you have had the opportunity to seek advice and ask questions about this Policy and Appendix.

Tick here to acknowledge:



Time in Lieu Agreement

If you sign below, you specifically agree that during your employment with Flight Centre and while you remain an Eligible Employee, Flight Centre may provide you with time off in lieu of overtime pay in accordance with the terms set out above in this Policy and Appendix A – Alberta.

Please note that no amendment or termination of this Time in Lieu Agreement is to be effective without at least one month's written notice given by one party of this Agreement to the other.

You will be provided with a copy of this Time in Lieu Agreement.

Employee Signature

Dated

Print Employee Name



APPENDIX B – British Columbia

Applicable Legislation

In British Columbia, hours of work and overtime, including the classes of employees that are overtime eligible, are governed by the British Columbia *Employment Standards Act*, RSBC 1996, c 113 (the "Act") and regulations made under the Act.

Standard Hours of Work

Standard hours of work are eight hours per day and 40 hours per week. Any time worked in excess of standard daily and weekly hours by an Eligible Employee is considered overtime.

Lieu Time

An Eligible Employee who signs below, in the designated space, to indicate agreement to receiving Lieu Time for overtime hours worked, will be provided with 1.5 hours of time off paid at the Eligible Employee's regular rate for each hour of overtime worked ("lieu hours") over eight hours in a day up to 12 hours, or over 40 hours in a week. An Eligible Employee will be provided with 2 hours of time off paid at the Eligible Employee's regular rate for each hour of overtime worked over 12 hours in a day. Lieu time will be provided on the following terms:

- Eligible Employees accumulate lieu hours in a lieu hours account.
- Eligible Employees may schedule time off using accumulated lieu hours by submitting a request through the payroll system. Flight Centre will make every effort to grant these requests but scheduling of lieu hours is subject to business and operational requirements.
- Eligible Employees must use accumulated lieu hours within 12 months of the work week for which they earned the lieu hours. If an Eligible Employee has unused lieu hours by the end of this 12-month period, then Flight Centre will pay the overtime hours out and the hours will be deducted from the Eligible Employee's lieu hours account.
- If any unused lieu hours remain in the Eligible Employee's lieu hours account when employment ends, these hours will be paid out to the Eligible Employee.

Acknowledgement

You acknowledge that you have read, that you understand, and that you have had the opportunity to seek advice and ask questions about this Policy and Appendix.

Tick here to acknowledge:



Time in Lieu Agreement

If you sign below, you specifically agree that during your employment with Flight Centre and while you remain an Eligible Employee, Flight Centre may provide you with time off in lieu of overtime pay in accordance with the terms set out above in this Policy and Appendix B – British Columbia.

Employee Signature

Dated

Print Employee Name



APPENDIX C - MANITOBA

Applicable Legislation

In Manitoba, hours of work and overtime, including the classes of employees that are overtime eligible, are governed by *The Employment Standards Code*, CCSM c E110 (*the "Code"*) and regulations made under the Code.

Standard Hours of Work

Standards hours of work are 40 hours per week and eight hours per day. Any time worked in excess of standard hours by an Eligible Employee is considered overtime.

Lieu Time

An Eligible Employee who signs below, in the designated space, to indicate agreement to receiving Lieu Time for overtime hours worked, will be provided with 1.5 hours of time off paid at the Eligible Employee's regular rate for each hour of overtime worked ("lieu hours") on the following terms:

- Eligible Employees accumulate lieu hours in a lieu hours account.
- Eligible Employees may schedule time off using accumulated lieu hours by submitting a request through the payroll system. Flight Centre will make every effort to grant these requests but scheduling of lieu hours is subject to business and operational requirements.
- Eligible Employees must use accumulated lieu hours within 3 months of the pay period for which they earned the lieu hours. If an Eligible Employee has unused lieu hours by the end of this 3-month period, then Flight Centre will pay the overtime hours out and the hours will be deducted from the Eligible Employee's lieu hours account.
- If any unused lieu hours remain in the Eligible Employee's lieu hours account when employment ends, these hours will be paid out to the Eligible Employee.

Acknowledgement

You acknowledge that you have read, that you understand, and that you have had the opportunity to seek advice and ask questions about this Policy and Appendix.

Tick here to acknowledge:



Time in Lieu Agreement

If you sign below, you specifically agree that during your employment with Flight Centre and while you remain an Eligible Employee, Flight Centre may provide you with time off in lieu of overtime pay in accordance with the terms set out above in this Policy and Appendix C – Manitoba.

Employee Signature

Dated

Print Employee Name



APPENDIX D – NOVA SCOTIA

Applicable Legislation

In Nova Scotia, hours of work and overtime, including the classes of employees that are overtime eligible, are governed by the Nova Scotia *Labour Standards Code* RSNS 1989, c 246 (the “**Code**”) and regulations made under the Code.

Standard Hours of Work

Standard weekly hours of work are 48 hours per week. Any time worked in excess of standard weekly hours by an Eligible Employee is considered overtime.

Lieu Time

An Eligible Employee who signs below, in the designated space, to indicate agreement to receiving Lieu Time for overtime hours worked, will be provided with 1.5 hours of time off paid at the Eligible Employee’s regular rate for each hour of overtime worked (“**lieu hours**”) on the following terms:

- Eligible Employees accumulate lieu hours in a lieu hours account.
- Eligible Employees may schedule time off using accumulated lieu hours by submitting a request through the payroll system. Flight Centre will make every effort to grant these requests but scheduling of lieu hours is subject to business and operational requirements.
- Eligible Employees must use accumulated lieu hours within 12 months of the work week for which they earned the lieu hours. If an Eligible Employee has unused lieu hours by the end of this 12-month period, then Flight Centre will pay the overtime hours out and the hours will be deducted from the Eligible Employee’s lieu hours account.
- If any unused lieu hours remain in the Eligible Employee’s lieu hours account when employment ends, these hours will be paid out to the Eligible Employee.

Acknowledgement

You acknowledge that you have read, that you understand, and that you have had the opportunity to seek advice and ask questions about this Policy and Appendix.

Tick here to acknowledge:



Time in Lieu Agreement

If you sign below, you specifically agree that during your employment with Flight Centre and while you remain an Eligible Employee, Flight Centre may provide you with time off in lieu of overtime pay in accordance with the terms set out above in this Policy and Appendix D – Nova Scotia.

Employee Signature

Dated

Print Employee Name



APPENDIX E – ONTARIO

Applicable Legislation

In Ontario, hours of work and overtime, including the classes of employees that are overtime eligible, are governed by the Ontario *Employment Standards Act, 2000* S.O. 2000, Chapter 41 (the "Act") and regulations made under the Act.

Standard Hours of Work

Standard weekly hours of work are 44 hours per week. Any time worked in excess of standard weekly hours by an Eligible Employee is considered overtime.

Lieu Time

An Eligible Employee who signs below, in the designated space, to indicate agreement to receiving Lieu Time for overtime hours worked, will be provided with 1.5 hours of time off paid at the Eligible Employee's regular rate for each hour of overtime worked ("lieu hours") on the following terms:

- Eligible Employees accumulate lieu hours in a lieu hours account.
- Eligible Employees may schedule time off using accumulated lieu hours by submitting a request through the payroll system. Flight Centre will make every effort to grant these requests but scheduling of lieu hours is subject to business and operational requirements.
- Eligible Employees must use accumulated lieu hours within 12 months of the work week for which they earned the lieu hours. If an Eligible Employee has unused lieu hours by the end of this 12-month period, then Flight Centre will pay the overtime hours out and the hours will be deducted from the Eligible Employee's lieu hours account.
- If any unused lieu hours remain in the Eligible Employee's lieu hours account when employment ends, these hours will be paid out to the Eligible Employee.

Acknowledgement

You acknowledge that you have read, that you understand, and that you have had the opportunity to seek advice and ask questions about this Policy and Appendix.

Tick here to acknowledge:



Time in Lieu Agreement

If you sign below, you specifically agree that during your employment with Flight Centre and while you remain an Eligible Employee, Flight Centre may provide you with time off in lieu of overtime pay in accordance with the terms set out above in this Policy and Appendix E – Ontario.

Employee Signature

Dated

Print Employee Name



APPENDIX F – QUEBEC

Applicable Legislation

In Quebec, hours of work and overtime, including the classes of employees that are overtime eligible, are governed by Quebec's *Act respecting labour standards*, CQLR c N-1.1 (the "Act") and regulations made under the Act.

Standard Hours of Work

Standard weekly hours of work are 40 hours per week. Any time worked in excess of standard weekly hours by an Eligible Employee is considered overtime.

Lieu Time

An Eligible Employee who signs below, in the designated space, to indicate agreement to receiving Lieu Time for overtime hours worked, will be provided with 1.5 hours of time off paid at the Eligible Employee's regular rate for each hour of overtime worked ("lieu hours") on the following terms:

- Eligible Employees accumulate lieu hours in a lieu hours account.
- Eligible Employees may schedule time off using accumulated lieu hours by submitting a request through the payroll system. Flight Centre will make every effort to grant these requests but scheduling of Lieu Time is subject to business and operational requirements.
- Eligible Employees must use accumulated lieu hours within 12 months of the work week for which they earned the lieu hours. If an Eligible Employee has unused lieu hours by the end of this 12-month period, then Flight Centre will pay the lieu hours out and the hours will be deducted from the Eligible Employee's lieu hours account.
- If any unused lieu hours remain in the Eligible Employee's lieu hours account when employment ends, these hours will be paid out to the Eligible Employee.

Acknowledgement

You acknowledge that you have read, that you understand, and that you have had the opportunity to seek advice and ask questions about this Policy and Appendix.

I also acknowledge that I have required and consented that this "Policy and Appendix F – Quebec" and all related documents be prepared in English. *Je reconnaît avoir exigé que la présente "Policy and Appendix F – Quebec" et tous les documents connexes soient rédigés en Anglais.*

Tick here to acknowledge:



Time in Lieu Agreement

If you sign below, you specifically agree that during your employment with Flight Centre and while you remain an Eligible Employee, Flight Centre may provide you with time off in lieu of overtime pay in accordance with the terms set out above in this Policy and Appendix F – Quebec.

Employee Signature

Dated

Print Employee Name



APPENDIX G - SASKATCHEWAN

Applicable Legislation

In Saskatchewan, hours of work and overtime, including the classes of employees that are overtime eligible, are governed by *The Saskatchewan Employment Act*, SS 2013, c S-15.1 (the "Act") and regulations made under the Act.

Standard Hours of Work

Standards hours of work are 40 hours per week and eight hours per day (if the Eligible Employee works no more than five days in a week) or 10 hours a day (if the Eligible Employee works no more than four days in a week). Any time worked in excess of these standard hours by an Eligible Employee is considered overtime.

For Eligible Employees who work on average fewer than 30 hours in a week, daily standard hours of work are eight hours and hours worked in excess of eight hours are considered overtime.

Lieu Time

An Eligible Employee who signs below, in the designated space, to indicate agreement to receiving Lieu Time for overtime hours worked, will be provided with 1.5 hours of time off paid at the Eligible Employee's regular rate for each hour of overtime worked ("lieu hours") on the following terms:

- Eligible Employees accumulate lieu hours in a lieu hours account.
- Eligible Employees may schedule time off using accumulated lieu hours by submitting a request through the payroll system. Flight Centre will make every effort to grant these requests but scheduling of lieu hours is subject to business and operational requirements.
- Eligible Employees must use accumulated lieu hours within 12 months of the pay period for which they earned the lieu hours. If an Eligible Employee has unused lieu hours by the end of this 12-month period, then Flight Centre will pay the overtime hours out and the hours will be deducted from the Eligible Employee's lieu hours account.
- If any unused lieu hours remain in the Eligible Employee's lieu hours account when employment ends, these hours will be paid out to the Eligible Employee.

Acknowledgement

You acknowledge that you have read, that you understand, and that you have had the opportunity to seek advice and ask questions about this Policy and Appendix.

Tick here to acknowledge:



Time in Lieu Agreement

If you sign below, you specifically agree that during your employment with Flight Centre and while you remain an Eligible Employee, Flight Centre may provide you with time off in lieu of overtime pay in accordance with the terms set out above in this Policy and Appendix G – Saskatchewan.

The Time in Lieu Agreement may be cancelled by either party by providing written notice of cancellation one pay period or more in advance. In the event of the cancellation, Flight Centre will pay out any unused bank time or require the Eligible Employee to take time off no later than the end of pay period following the cancellation notice period.

You will be provided with a copy of this Time in Lieu Agreement.

Employee Signature

Dated

Print Employee Name

Flight Centre Signature

01 October 2019

Dated

Mark Wilkie

Per: Flight Centre Representative

This is Exhibit "E" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

Court File No. CV-19-00614755-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

STEPHEN APS

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

MINUTES OF SETTLEMENT AND RELEASE

WHEREAS, in February 2019, the Plaintiff commenced a Proposed Class Action, being Court File No. CV-19-00614755-00CP, seeking to represent certain current and former employees of the Defendant, Flight Centre Travel Group (Canada) Inc. (“Flight Centre” or the “Defendant”) and claiming, among other things, compensation for alleged unpaid overtime;

AND WHEREAS, Flight Centre advised that they intend to vigorously defend the Action and deny the allegations that have been made;

AND WHEREAS, the Parties wish to fully and finally resolve all matters in dispute between them in relation to the Action;

AND WHEREAS, taking into account the burdens and expense of continued litigation, including the significant risks and uncertainties associated with completion of the litigation and any potential appeals, the Plaintiff, with the benefit of advice from Class Counsel, has concluded

after a two day mediation with Joel Wiesenfeld that the settlement on the terms and conditions set out in this Settlement Agreement are fair and reasonable, and in the best interests of the Class;

AND WHEREAS, the Parties entered into a Term Sheet to resolve this proposed class action on July 23, 2020 which contemplated that a Settlement Agreement would be negotiated as between the Parties by August 14, 2020;

AND WHEREAS, the Parties intend by these Minutes of Settlement and Release (the “Settlement Agreement”) to resolve, terminate, and finally conclude any and all claims raised or which could have been raised in the Action and seek the approval of the terms of the Court, and further intend that the Defendant shall receive full and complete releases and finality and peace from the Class;

NOW THEREFORE in consideration of the covenants, agreements and releases set forth herein and for good and valuable consideration received, the Parties stipulate and agree that the Action shall be fully and finally settled and resolved on the terms and conditions set forth in this Settlement Agreement, subject to approval by the Ontario Superior Court of Justice (the “Court”):

1. This settlement is conditional upon the Court issuing an order certifying the Action as a class proceeding, and approving this Settlement Agreement on the terms that follow.
2. The Plaintiff shall support the terms of this Settlement Agreement and shall take all necessary steps to bring a motion for its approval by the Court.
3. The Defendant agrees to support the approval of the terms of this Settlement Agreement by the Court and, in particular, shall not object to the Class Counsel Fees, Class Counsel Disbursements, or Representative Plaintiff Honorarium as provided for in this Settlement Agreement.
4. The Parties shall use their best efforts to implement the terms of the settlement outlined in this Settlement Agreement.
5. For the purposes of this Settlement Agreement, the following definitions apply:

- (a) **Action or Proposed Class Action** means the proposed class proceeding commenced by Stephen Aps by way of Statement of Claim in the Ontario Superior Court of Justice under Court File No. CV-19-00614755-00CP, as amended, including any and all claims made therein.
- (b) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation, and operation of this Settlement Agreement, including the costs of notices and translation and the costs of the Claims Administrator, but excluding Class Counsel Fees and Class Counsel Disbursements;
- (c) **Claim Fund** means the Settlement Amount remaining after deductions in respect of Class Counsel Fees, Class Counsel Disbursements, Administrative Holdback, Representative Plaintiff Honorarium, and Holdback for Taxes;
- (d) **Claims** means any and all actions, causes of action, claims, complaints, debts, demands, liabilities, suits or other proceedings of any kind or nature whatsoever and howsoever arising, whether in law, equity, contract, extra-contractual liability (including negligence), obligations or otherwise, whether express or implied and whether presently known or unknown, including any proceedings under any statute, and in particular, but without limiting the generality of the foregoing, any and all claims up to the Effective Date that were advanced in the Action or could have been advanced in the Action;
- (e) **Claims Administrator** means the firm appointed by Class Counsel, and approved by the Defendant and the Court, to administer the Claim Fund in accordance with the provisions of this Settlement Agreement;
- (f) **Claims Administrator Appointment Date** means the date Class Counsel advises the Defendant of the appointment of the Claims Administrator;
- (g) **Class** means all current or former Travel Consultants employed by Flight Centre in the Provinces of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba,

Nova Scotia and Newfoundland, for the period from December 2008 to the date certification is granted in this action;

- (h) ***Class Counsel*** means Goldblatt Partners LLP;
- (i) ***Class Counsel Disbursements*** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Action;
- (j) ***Class Counsel Fees*** means the fees of Class Counsel, and any applicable taxes;
- (k) ***Class Member*** means a member of the Class;
- (l) ***Class Period*** means December 2008 to the date of certification;
- (m) ***Counsel for Flight Centre*** means Norton Rose Fulbright Canada LLP;
- (n) ***Date of Execution*** or ***Execution Date*** means the date this Settlement Agreement is signed by all of the parties;
- (o) ***Defendant*** means Flight Centre Travel Group (Canada) Inc.;
- (p) ***Distribution Protocol*** means the protocol developed by Class Counsel for the distribution of amounts from the Settlement Amount to the Class Members and agreed to by the Defendant or directed by Joel Wiesenfeld, in accordance with Section 25;
- (q) ***Effective Date*** means the date when the Order received from the Court approving this Settlement Agreement has become a Final Order;
- (r) ***Final Order*** means a final order, judgment or equivalent decree entered by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals, and ***Final Approval*** shall have a corresponding meaning;

- (s) ***Flight Centre*** means the Defendant, Flight Centre Travel Group (Canada) Inc.;
- (t) ***Opt-Out Threshold*** means the number of class members, excluding any class members who already filed an employment standards claim as of the date of the signing of the Term Sheet, July 23, 2020, as outlined in the Term Sheet and disclosed to the Court on a confidential basis;
- (u) ***Plaintiff*** means Stephen Aps, or any other person approved by the Court as the representative plaintiff in this proceeding;
- (v) ***Releasees*** means the Defendant and all of its respective parents, associates, affiliates or related persons (as such terms are defined by the Ontario *Business Corporations Act*), which shall includes, for greater specificity, the Defendant's parent, Flight Centre Travel Group Limited, and all predecessors, successors or assigns thereof, and all of their respective directors, officers, servants, employees, advisors and agents (both individually and in their official capacities with any of the preceding entities);
- (w) ***Releasors*** means the Plaintiff and Class Members, for themselves, their heirs executors, successors and assigns;
- (x) ***Remaining Fund*** means any funds remaining from the Settlement Amount after deduction and payment of Class Counsel Fees, Class Counsel Disbursements, Administrative Holdback, Representative Plaintiff Honorarium, Holdback for Taxes, and distribution to Class Members pursuant to the Distribution Protocol (i.e., stale cheques where reasonable efforts to locate a Class Member have been exhausted);
- (y) ***Representative Plaintiff Honorarium*** means an honorarium for Stephen Aps in the amount of \$10,000, or such lesser amount, subject to approval by the Court;
- (z) ***Settlement Amount*** means \$7,000,000.00;
- (aa) ***Timekeeping System*** means a system to track and record the daily hours of work of employees for the purpose of determining the employees' actual hours of work

and, among other things, determining overtime hours in accordance with the applicable employment standards legislation in each province the Defendant operates in;

- (bb) ***Trust Account*** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) held at a Canadian financial institution, as provided for in this Settlement Agreement.
6. Any notices in connection with the certification and settlement approval shall include an opt-out procedure and be in a form agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notices, the notices shall be in a form ordered by the Court. The Opt-Out Threshold shall remain confidential to the Parties such that it shall be redacted from the Term Sheet and these Minutes of Settlement and shall not be included in the notice or otherwise disclosed by the Parties, except to the presiding Judge of the Court for the purposes of settlement approval. Notices shall be distributed by regular mail or email to the last known addresses or email addresses of the Class Members, to the extent such information is available in the Defendant's records and can be obtained through reasonable efforts. Notices shall also be posted on the website of Class Counsel.
 7. The Defendant shall make reasonable efforts to locate, obtain and provide to Class Counsel and the Claims Administrator a list of the Class Members in Excel format listing the individuals' first name, middle name(if available), last name, start date, end date, phone number (if available), email address (if available) and mailing address within thirty (30) days of the Execution Date, to the extent such information is available in the Defendant's records.
 8. The Defendant shall make reasonable efforts to answer reasonable questions and inquiries of Class Counsel and the Claims Administrator required to implement the terms of this Settlement Agreement within ten (10) business days of such questions being provided in writing to the Defendant.

9. This Settlement Agreement is made without any admission of liability by any of the Releasees, which liability is expressly denied. Specifically, and regardless of whether this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Action.
10. The Parties agree that the Plaintiff shall issue and serve an Amended Amended Statement of Claim amending the class definition as follows:

All current or former Travel Consultants (~~including Corporate Travel Consultants and International Travel Consultants~~) employed by Flight Centre at its retail locations in the Provinces of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland, for the period from December 2008 to the date certification is granted in this action.

(together referred to as the “**Class Members**” or the “**Class**”).

11. The Parties agree that, for the purposes of settlement, the Action shall be certified as a class proceeding pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, Chapter 6. The Class is defined as follows:

All current or former Travel Consultants employed by Flight Centre in the Provinces of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland, for the period from December 2008 to the date certification is granted in this action.

(together referred to as the “**Class Members**” or the “**Class**”).

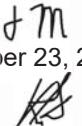
12. The Parties agree that the Action shall be certified on consent and include the common issues attached at Schedule “A”.
13. Class Counsel shall make best efforts to appoint the Claims Administrator within twenty (20) days of the Execution Date, and shall appoint the Claims Administrator no later than thirty (30) days of the Execution Date. Class Counsel shall advise the Defendant once the

Claims Administrator has been appointed, and shall provide the name and contact information for the Claims Administrator to the Defendant for approval, as well as any other information the Defendant reasonably requires to implement the terms of this Settlement Agreement. The Defendant shall, acting reasonably, provide approval of the Claims Administrator within five (5) days of receiving notice of its appointment. In determining its approval of the Claims Administrator, the Defendant may, acting reasonably, require the Claims Administrator to confirm and verify that its data handling practices and policies comply with applicable privacy laws and legislation to which the Defendant may be subject. In the event the Defendant does not approve the Claims Administrator proposed by the Plaintiff, the Plaintiff may request an expedited telephone case conference with the presiding Judge of the Court regarding the appointment of a Claims Administrator. The Parties agree that the presiding Judge of the Court shall have the right to select a Claims Administrator and that this selection shall be binding upon the Parties.

14. Flight Centre shall pay the Settlement Amount to Class Counsel for deposit into the Trust Account for the benefit of the Class within ten (10) business days of the Effective Date. The Plaintiff may agree in writing to extend the deadline.
15. Payment of the Settlement Amount to Class Counsel shall be made by wire transfer. Class Counsel shall provide to Flight Centre, in writing, the banking information necessary to complete the wire transfer within no later than two (2) business days of Final Approval.
16. The Settlement Amount shall be all-inclusive of all amounts, including, without limitation, interest, costs, Holdback for Taxes, Administration Expenses, Class Counsel Fees, taxes payable or that may become payable, Class Counsel Disbursements and the Representative Plaintiff Honorarium. For clarity, the Defendant shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Action, or any other actions related to the released Claims, including any amount for employees' deductions and withholdings, or any employer remittances, relating to payments made to Class Members in accordance with this

Settlement Agreement and including without limitation any disbursement or administration fees to Class Counsel and/or Class Administrator.

17. Flight Centre agrees to implement a Timekeeping System, as defined in section 5(aa), which shall track and record the daily hours of work for all employees in the job classifications covered by these Minutes of Settlement. Flight Centre will make best efforts to implement this Timekeeping System by January 31, 2021.
18. The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the released Claims against the Releasees.
19. Except as otherwise provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Class and shall become and remain part of the Trust Account. All taxes payable on any interest that accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account, and Class Counsel shall be responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account. For clarity, the Defendant shall have no responsibility to make any filings relating to the Trust Account and shall have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Defendant, who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.
20. The Settlement Amount shall be distributed as follows following the Effective Date:
 - (a) **Class Counsel Fees:** Subject to the approval of the Court, Class Counsel Fees shall be 25% of the Settlement Fund, plus HST, or such other amount as approved by the Court;

- (b) **Administrative Holdback:** An amount for the estimated Administration Expenses, based on the estimate/proposal of the Claims Administrator. If the amount of the Administration Expenses exceeds the estimate/proposal, this shall be paid by Class Counsel out of the Class Counsel Fees;
 - (c) **Class Counsel Disbursements:** The disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Action;
 - (d) **Representative Plaintiff Honorarium:** An honorarium for the Plaintiff in the amount of \$10,000, or such lesser amount, subject to approval by the Court;
 - (e) **Holdback for Taxes:** A reasonable amount as may be required for payment of taxes on account of any interest earned in the Trust Account;
 - (f) **Claim Fund:** The amount remaining after the payments contemplated by Sections 20(a), 20(b), 20(c), 20(d), and 20(e) shall be distributed by the Claims Administrator to Class Members in accordance with the Distribution Protocol, as directed by Class Counsel and approved by the Court; J M
September 23, 2020

 - (g) **Remaining Fund:** No later than ~~twelve (12) months from the Effective Date~~, if any amount is remaining from the Settlement Amount and the Administrative Holdback after the distribution set out in Section 20(f) (i.e., stale cheques where reasonable efforts to locate the Class Member have been exhausted) and the payment of any taxes on account of interest earned in the Trust Account, such amount shall be paid to the Ontario Employment Education & Research Centre (OEERC), or as directed by the Court.
21. Following the distribution of the payments contemplated by Sections 20(a), 20(b), 20(c), 20(d), within six (6) months from the Effective Date, Class Counsel shall transfer the Claim Fund to the Claims Administrator to be distributed in accordance with Section 20(f) and the Distribution Protocol, deducting the Holdback for Taxes, in accordance with Section 20(e).

22. Class Counsel may share with the Claims Administrator any documents disclosed by the Defendant in these proceedings as may be reasonably necessary for the purposes of administering the settlement.
23. The Claims Administrator shall provide a report to the Parties at the conclusion of the administration of the Claim Fund accounting for the funds paid and shall answer any questions or provide any information the Parties may request or require regarding the Claims Administration and shall destroy any information or documents in connection with this matter 60 days following the distribution of the Claim Fund to the Class Members.
24. No amounts shall be paid from the Settlement Amount except in accordance with this Settlement Agreement, the Distribution Protocol, or an order of the Court obtained after notice to the Parties.
25. Class Counsel shall prepare a draft Distribution Protocol and shall provide this to the Defendant no later than ten (10) days from the Execution Date. The Parties shall endeavour to reach agreement on a Distribution Protocol within twenty (20) days from the Execution Date. In the event no agreement is reached, the Parties agree to remit the matter of the Distribution Protocol to Joel Wiesenfeld for determination. The Distribution Protocol as agreed to by the parties or determined by Joel Wiesenfeld shall form part of this Settlement Agreement. The Distribution Protocol shall include a tier for current or former employees of Flight Centre in British Columbia who will receive compensation that reflects the employment standards legislation, regulations and caselaw in British Columbia. The Distribution Protocol will also outline the process by which taxes or any other amounts payable on the proceeds of the Claim Fund which are paid to the Class, and which will confirm that the Defendant is not responsible to withhold any amounts and that the Claims Administrator and each member of the Class are responsible for any tax or other amounts payable and will indemnify the Defendant for any liability in this regard.
26. Class Counsel's preparation of the Distribution Protocol and representation of the Class does not in any way extend to tax inquiries that may arise as a result of the Distribution Protocol. Class Members shall be advised to seek independent tax advice.

27. In the event that the Court declines to approve this Settlement Agreement, or approves this Settlement Agreement in a materially modified form not acceptable to either Party, the Plaintiff and the Defendant shall each have the right to terminate this Settlement Agreement by delivering a written notice within five (5) days following an event described above. In the event that the Opt-Out Threshold is reached, the Defendant shall have the right to terminate this Settlement Agreement by delivering a written notice within five (5) business days following the Defendant being advised in writing by the Plaintiff that the Opt-Out Threshold has been exceeded. In the event the Settlement Agreement is terminated, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.
28. The Plaintiff, the Defendant, and all Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.
29. The Parties shall share equally (50% each) the fees of the mediation held on July 22 and 23, 2020 with Joel Wiesenfeld.
30. Upon the Effective Date, and in consideration of the payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors do hereby release and forever discharge the Releasees of and from all Claims that any of the Releasors has had, now has or may hereafter have against the Releasees, which were raised or could have been raised in the Action, whether known or unknown, and whether legal, equitable, in contract or tort. The Releasors further acknowledge and agree that this release is intended to cover, and does cover, all of the effects and consequences of such Claims that were raised or could have been raised in the Action. If such a Claim is filed, this Settlement Agreement shall constitute a full and final bar and/or answer to such Claims. For clarity, each Releasor further covenants and agrees that, as a condition of receiving any payment under this Settlement Agreement, they shall take all necessary steps to ensure the withdrawal or dismissal of any such Claims filed in any forum. This term shall be incorporated into the Order approving this settlement.

31. Upon the Effective Date, the Releasors and the Releasees absolutely and unconditionally release and forever discharge the Plaintiff, (other) Class Members, Class Counsel, and the Claims Administrator from any and all Claims relating to the institution, prosecution and/or administration of this proceeding excluding any action relating to a breach of this Settlement Agreement.
32. The Releasors covenant and agree that they shall not make, either directly or indirectly, on their own behalf or on behalf of any other person or entity, any Claims (including any cross-Claims, counter-Claims or third party Claims) against any person or entity who might claim contribution or indemnity against the Releasees in connection with any matter released under this Settlement Agreement. The Releasors further covenant, represent, and warrant that they shall not voluntarily participate in or assist with, either directly or indirectly, on their own behalf or on behalf of any other person or entity, any Claims raised or brought by any person or entity against the Releasees in connection with any matter released under this Settlement Agreement.
33. The Releasors covenant and agree that if they make any Claim, or voluntarily participate in any Claim, in connection with any matter released by this Settlement Agreement, or threatens to do so, this Settlement Agreement may be raised as an estoppel and complete bar to any such Claim, and that the Plaintiff shall be liable to the Releasees for its or their costs and expenses, including reasonable legal fees, incurred in responding thereto.
34. The Releasors acknowledge and agree that the gross sum of the Settlement Amount to be paid by the Defendant in respect of the Settlement is inclusive of all amounts owing by the Releasees or otherwise to be paid by the Releasees in respect of the Settlement Amount or the administration of the Settlement, including in respect of costs (including fees and disbursements), taxes and interest.
35. Upon the Effective Date, the Action shall be dismissed with prejudice and without costs as against the Defendant.
36. Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
 - (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.
37. This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
38. The Ontario Superior Court shall exercise ongoing jurisdiction in relation to the implementation, administration and enforcement of the terms of this Settlement Agreement and Class Counsel or the Defendant may apply to the Ontario Superior Court as may be required for directions in respect to the interpretation, implementation and administration of this Settlement Agreement.
39. In the computation of time under this Settlement Agreement, where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and only in the case where the time for doing an act expires on a weekend or on a holiday, as "holiday" is defined in the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, the act may be done on the next day that is not a weekend or holiday.

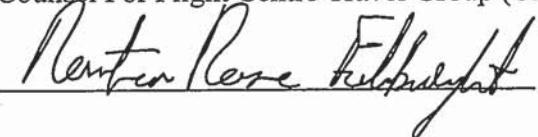
40. This Settlement Agreement may be signed in counterpart each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement.
41. This Settlement Agreement may be signed electronically and a facsimile copy or electronic signature shall be deemed and original signature for the purposes of this Settlement Agreement.
42. The Parties agree that the recitals to this Settlement Agreement are true and form part of this Settlement Agreement.
43. A scanned, facsimile, or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

Counsel for Stephen Aps


Joshua Mandryk, Goldblatt Partners LLP

Dated at Toronto this 21st day of August, 2020

Counsel For Flight Centre Travel Group (Canada) Inc.



Dated at Toronto this 21st day of August, 2020

Schedule "A" – Common Issues

1. What are the relevant terms of the Class Members' contracts of employment with the Defendant respecting:
 - a. Regular and overtime hours of work?
 - b. Recording of the hours worked by Class Members?
 - c. Compensation for hours worked by Class Members?
2. Did the Defendant breach any of the foregoing contractual terms?

This is Exhibit "F" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

Aps v. Flight Centre Travel Group (Canada) Inc.

Court File No.: CV-19-00614755-00CP

Administration and Distribution Protocol

A. DEFINITIONS

1. For the purpose of this Administration and Distribution Protocol the defined terms have the same meaning as in the Settlement Agreement, executed on August 21, 2020, unless otherwise specified.
2. In addition, the following definitions apply:
 - (a) *Administration Form* means the form provided for in section D below inclusive of any electronic version;
 - (b) *Applicable Employment Standards Legislation* means *Employment Standards Code*, R.S.A. 2000, c. E-9 (Alberta); *Employment Standards Act*, R.S.B.C. 1996, c. 113 (British Columbia); *Employment Standards Code*, C.C.S.M. c. E110 (Manitoba); *Labour Standards Act*, R.S.N.L. 1990, c.L-2 (Newfoundland); *Labour Standards Code*, 1989, R.S.N.S. c. 246 (Nova Scotia); *Employment Standards Act, 2000*, S.O. 2000, c. 41 (Ontario); *The Saskatchewan Employment Act*, S.S. c.S-15.1 (Saskatchewan); and their respective regulations.
 - (c) *Claims Deadline* means the date by which Class Members must submit Administration Forms;
 - (d) *Court* means the Ontario Superior Court of Justice;
 - (e) *Notification Letter* means the letter, email or text message provided to each Class Member describing their relative share of the Claim Fund as determined by the Claims Administrator;
 - (f) *Post-limitation period* means any time worked in the Class Period on February 21, 2017 or thereafter;
 - (g) *Pre-limitation period* means any time worked in the Class Period prior to February 21, 2017;
 - (h) *Referee* means Mika Imai at Karimjee Law;
 - (i) *Relative Share* means the proportion of the Claim Fund that an individual Class Member will be entitled to.

B. GENERAL PRINCIPLES OF THE ADMINISTRATION

3. This Administration and Distribution Protocol is intended to govern the administration process to distribute the Claim Fund in *Aps v. Flight Centre Travel Group (Canada) Inc.* (the “Action”). This protocol is intended to provide a simple, expeditious and user-friendly distribution to the Class and result in payment to the highest possible proportion of the Class Members.

C. CLAIMS ADMINISTRATOR DUTIES AND RESPONSIBILITIES

4. The Claims Administrator shall administer this Administration and Distribution Protocol in accordance with the provisions of the Orders of the Court, the Settlement Agreement and the ongoing authority and supervision of the Court.
5. The Claims Administrator’s duties and responsibilities shall include the following:
 - a. providing notice(s) to the Class Members as may be required;
 - b. receiving information from the Defendant, including Class Members’ contact information and dates of employment;
 - c. developing, implementing and operating the administration process including an online claim submission process and website;
 - d. making timely calculations of Class Members’ Relative Share of the Claim Fund and notifying Class Members;
 - e. arranging payment to Class Members in a timely fashion;
 - f. reporting the results of the administration process and the intended distributions to Class Counsel in a timely fashion;
 - g. maintaining the administration information so as to permit Class Counsel to audit the administration at the discretion of Class Counsel or if ordered by the Court;
 - h. responding to Class Member inquiries and communications with Class Counsel;
 - i. calculating the withholding of both employee and employer portions of CPP, EI and income tax and remitting same;
 - j. preparing and distributing T4A forms to Class Members;
 - k. reporting to Class Counsel respecting Claims received and administered and administration expenses;
 - l. holding the Claim Fund in an interest-bearing trust account at a Canadian Schedule 1 bank in Canada and making all payments from the Claim Fund from that account as authorized;

- m. cash management and audit control;
 - n. preparing and submitting reports and records as directed by Class Counsel or the Court; and
 - o. other steps as directed by Class Counsel or the Court, as needed.
6. All information received from the Defendant or the Class Members is collected, used, and retained by the Claims Administrator pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 for the purposes of administering their Claims.

D. CLAIMS BY CLASS MEMBERS

- i. Requirement to Submit Timely Administrative Form*
- 7. Class Members shall complete an Administrative Form in order to be eligible to receive payments from the Claim Fund. This form must be completed and submitted to the Claims Administrator within ninety (90) days of Final Approval.
- 8. If the Claims Administrator finds that deficiencies exist in an Administration Form, the Claims Administrator shall forthwith notify the Class Member of the deficiencies. The Class Member must correct the deficiencies to the satisfaction of the Claims Administrator by the deadline set out in section 7.
- 9. Class Members who submit a late Administrative Form for any reason will only be eligible to receive any compensation in the event there are surplus funds remaining after the distribution, for example due to stale dated cheques, or in the event the holdback for administration or taxes exceeds what is required. Payments to Class Members who submit late Administrative Forms are in the discretion of Class Counsel and may be in amounts less than the compensation provided to Class Members who submitted a timely Administrative Form, depending on the sufficiency of funds. There is no appeal regarding the determination that an Administrative Form is late or from the amount of funds provided to Class Members who submitted a late Administrative Form.
- 10. An Administration Form will not be considered late solely because the Class Member is required to prove their membership in the Class pursuant to the process set out in paragraphs 11-13 below, where the Class Member submitted their Administration Form to the Claims Administrator prior to the deadline and the Administration Form was otherwise complete.

- ii. Confirmation of Membership in Class*

11. The Claims Administrator shall verify that the Class Member's name appears on the Class List provided by the Defendant. Where an individual submits an Administrative Form and their name is not on the Class List, the Claims Administrator will ask the individual to provide proof of membership in the Class within thirty (30) days. The Claims Administrator and/or Class Counsel may also ask the Defendant to confirm the individual's

employment history and membership in the Class. The Claims Administrator shall determine the individual's membership in the Class within ten (10) days of the date the individual provides proof of Class Membership.

12. Proof of Class Membership may be provided by submission of documents such as employment agreements, tax forms, paystubs, and uniform deduction/return agreements. The Claims Administrator and/or Class Counsel may request the Defendant to review any documents submitted to verify their authenticity.
13. If an individual disagrees with the determination by the Claims Administrator regarding their membership in the Class, such dispute shall be referred to the independent Referee for a binding determination. The individual is responsible for paying the cost of the Referee's fee, not to exceed \$75. The Referee shall issue a written decision within ten (10) days, and is not required to provide reasons. The decision of the Referee is final and not subject to any appeal.

iii. Calculation of Class Member Compensation

14. Class members will be compensated based on their weeks of service within the class period and the province(s) in which they were employed at Flight Centre. Compensation will be adjusted to discount pre-limitation period work by 75% relative to post-limitation period work.
15. Each Class Member's relative share will be calculated in general as follows:
 - (a) Proportionate value of each week worked in the Class Period is weighted by Province, having regard to the following Overtime Thresholds under the Applicable Employment Standards Legislation:
 - i. Alberta and Ontario: 44 hours
 - ii. British Columbia, Saskatchewan, Newfoundland and Manitoba: 40 hours
 - iii. Nova Scotia: 48 hours

Based on a hypothetical 50-hour work week, the ratio of overtime hours worked in these provinces is 3:5:1, which is reflected in the relative value attributable to each week worked in the Class Period.
 - (b) Given the unique statutory exemption for commissioned salespeople in British Columbia, the value of each British Columbia work week will be discounted by 65%.
 - (c) Time worked pre-limitation period will be discounted by 75% relative to time worked post-limitation period to account for the two-year statutory limitation period.
16. For any class member, the value of their claims will be the total post-limitation period weeks + pre-limitation period weeks, taking into account the factors impacting on the value of a given week of service described above, and summarized in Table 1, below:

Table 1

	Nova Scotia	Alberta/Ontario	British Columbia	Manitoba /Saskatchewan /Newfoundland
Value of post-limitation period week	x	3x	0.35 (5x)= 1.75x	5x
Value of pre-limitation period week	0.25(x)	0.25(3)(x)	0.25(1.75)(x)	0.25(5)(x)

17. An example of the operation of the compensation calculation is below:

If a class member from Alberta worked 50 weeks pre-limitation period plus 50 weeks post limitation period, their share would be:

$$\begin{aligned}
 &= 50(3)(x) + 50(0.25)(3)(x) \\
 &= 150x + 37.5x \\
 &= 187.5x
 \end{aligned}$$

To determine the value of “x” and therefore determine the exact share for each class member, the Claims Administrator will add up the total of all class members’ shares as a function of “x” and divide that number into the total value of the Claim Fund.

18. Every Class Member who completes an Administrative Form shall indicate length of service within the class period, including their start date(s) and end date(s), and the province(s) in which they were employed at Flight Centre at all relevant times during the Class Period and confirm that they were employed as a Travel Consultant at such times.
19. The amounts paid pursuant to this settlement are income and the Claims Administrator shall deduct/remit employee and employer portions of CPP, EI and income tax, and prepare T4A forms as necessary. The Defendant is not responsible to withhold any amounts. The Claims Administrator and each member of the Class are responsible for any tax or other amounts payable and will indemnify the Defendant for any liability in this regard.
20. The Claims Administrator will prepare Notification Letters individualized for each Class Member describing their relative share. A Class Member who disputes their relative share must notify the Claims Administrator in writing within fourteen (14) days of the date of the Notification Letter. The Claims Administrator may reconsider and correct any errors identified by the Class Member within five (5) days of the receipt of the Class Member’s notification of dispute (e.g. if the Class Member’s relative share does not reflect that they applied and were eligible for all four issues). If the Class Member continues to dispute the Claims Administrator’s decision, such dispute shall be referred to the independent Referee for a binding determination. The individual is responsible for paying the cost of the

Referee's fee, not to exceed \$75. The Referee shall issue a written decision within ten (10) days, and is not required to provide reasons. The decision of the Referee is final and not subject to any appeal.

21. Amounts may be distributed to Class Members by the Claims Administrator by cheque or e-transfer or electronic funds transfer, within the discretion of the Claims Administrator.
22. Class Members are responsible for providing the Claims Administrator with accurate and timely information to facilitate the distribution of funds. In the case of incomplete, incorrect or missing contact or banking information necessary to distribute funds to a Class Member, and in the case of stale cheques, the Claims Administrator shall make at least one attempt to reach out to the Class Member, and the Class Member shall have thirty (30) days from the date of this attempt to provide the corrected information to the Claims Administrator or to request a fresh cheque in the case of a stale cheque.
23. If the Class Member cannot be located or fails to respond to communication from the Claims Administrator, their funds may be treated as surplus funds available for distribution in accordance with Step 6 described below. The Claims Administrator will provide Class Counsel with information concerning its efforts to contact a Class Member prior to taking this step.

E. DISTRIBUTION PROCESS

24. Generally, the Claims Administration Process will be as follows:

Step 1: Receipt of Administrative Forms and any confirmation of Class Member status/eligibility.

Step 2: Determination of the number of eligible Class Members, confirmation of the amounts available for distribution, and relative share of Class Members.

Step 3: Preparation/distribution of Notification Letters.

Step 4: Distribution to Class Members who submitted timely Administration Forms, and remittances to CPP/EI/CRA as necessary.

Step 5: The Claims Administrator will provide a report on the results of the Administration and Distribution to Class Counsel.

Step 6: If there are sufficient funds (i.e. due to stale cheques, amounts leftover from holdback, etc.), Class Counsel may direct the Claims Administrator to make a further distribution to individuals who submitted late Administrative Forms.

Step 7: If any amount is remaining from the Settlement Amount and the Administrative Holdback after the distribution set out above and the payment of any taxes on account of interest earned in the Trust Account, such amount shall be paid to the Ontario Employment Education & Research Centre (OEERC) within 30

days of Class Counsel's receipt of final Notices of Assessment from the Canada Revenue Agency, or as directed by the Court.

F. ROLE OF COUNSEL

25. Class Counsel shall oversee the claims process and provide advice and assistance to the Claims Administrator regarding this Administration Protocol and Distribution Protocol and the claims process
26. Notwithstanding the foregoing, if, during the administration process, Class Counsel have reasonable and material concerns that the Distribution Protocol is producing an unjust result on the whole or to any material segment of the Class Members or that a modification is required or recommended, they shall move to the Court for approval of a reasonable modification to this Distribution Protocol or for further directions. Class Counsel shall seek input from the Claims Administrator and Defendant before taking any such steps.

G. CONFIDENTIALITY

27. All information received from the Defendant or the Class Members is collected, used, and retained by the Claims Administrator pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 for the purposes of administering their Claims.

This is Exhibit "G" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

Aps v. Flight Centre Travel Group (Canada) Inc.

Court File No.: CV-19-00614755-00CP

Administration Form

You must complete Administrative Form to receive a payment under the class action settlement. You are responsible for completing this Administrative Form in full and delivering it to the Claims Administrator by the deadline (_____, 2021). The Administrative Form must be received by the Claims Administrator by the deadline. Forms may be completed online or delivered by email, fax, or mail to the Claims Administrator. Please note that incomplete, incorrect or deficient forms may be returned by the Claims Administrator and must be corrected by the deadline.

Copies of the Distribution Protocol, Class Action Settlement, and Notices may be viewed online at goldblattpartners.com and flightcentreclassaction.com.

If you have any questions, contact the Claims Administrator or Class Counsel.

1. CLAIMANT INFORMATION

This information is required in order to confirm your identity and membership on the Class List, and to facilitate payment and remittances.

First Name

Last Name

Address

Email Address

Telephone Number

SIN

Date of Birth

Please note you are responsible for ensuring the contact information provided to the Claims Administrator is accurate and up-to-date. In the event of a change of address, etc. please contact the Claims Administrator and Class Counsel.

2. COMMUNICATIONS

I consent to receiving information and communications from the Claims Administrator and Class Counsel at the address, email address, and telephone number (including text messaging) provided above. I understand that the information I have provided above will only be used for administration of this Class Action Settlement. I understand I may withdraw my consent at any time, but that this

may affect the ability of the Claims Administrator and Class Counsel to reach me with important information about the Class Action, including to facilitate/ensure payment.

3. EMPLOYMENT HISTORY

This information is required in order to confirm your identity and membership on the Class List, and your eligibility to receive a payment.

LOCATION (Province and Name of Branch)	START DATE (Day/Month/Year)	END DATE (Day/Month/Year)	I WAS EMPLOYED AS A TRAVEL CONSULTANT DURING THIS TIME
			[CHECK BOX]

I understand that if my name does not appear on the Class List, I may be contacted by the Claims Administrator and requested to provide additional information or documents to confirm my membership in the Class, and that my eligibility to receive payment depends on satisfactory and timely proof of my membership in the Class.

4. PAYMENT

This information is required in order to process your claim for payment. Please check one.

I wish to receive payment by e-transfer to my email address provided above.

I wish to receive payment by electronic funds transfer to my bank account:

Bank account number:

Financial institution:

I wish to receive payment by cheque to the address provided above

Please note you are responsible for ensuring the payment information provided to the Claims Administrator is accurate and up-to-date. In the event of a change of payment information, please contact the Claims Administrator and Class Counsel.

5. CONTACT INFORMATION

In the event of questions or concerns, please contact the Claims Administrator or Class Counsel below:

[Claims Administrator]

Class Counsel

Tanya Atherfold-Desilva, Law Clerk

Goldblatt Partners LLP
T 416.979.4233 or 1-800-387-5422
F 416.591.7333
E tatherfold@goldblattpartners.com
20 Dundas Street W., Suite 1039
Toronto ON M5G 2C2

www.goldblattpartners.com

6. DECLARATION AND AFFIRMATION

I hereby declare and affirm my belief in the accuracy of the information provided in this form.

[CHECK BOX]

Note – it is a criminal offence to intentionally make a false statement

This is Exhibit "H" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

From: Joshua Mandryk
Sent: August 31, 2020 10:35 AM
To: paul@trilogyclassactions.ca
Cc: Charles Sinclair <csinclair@goldblattpartners.com>; Nadine Blum <nblum@goldblattpartners.com>
Subject: Request for quote

Hi Paul,

Can you please provide us with a quote for a notice of consent certification/settlement approval and the administration of a claims process for our recently settled class action against Flight Centre? The settlement between the parties is here: <https://flightcentreclassaction.com/wp-content/uploads/2020/08/Aps-v-Flight-Centre-Settlement-Agreement.pdf>

We are looking for notice to be mailed and emailed to the class members. We also need you to administer a claims process that will involve the individuals filling out a claims form providing their names, address, SIN, and the locations, dates and positions in which they worked. Hosting a settlement website will likely be required.

We have yet to finalize the distribution protocol but we contemplate a system that will pay out to the class members based on their number of weeks worked in the class. Different provinces will be valued at different weight, as will time worked before and after Feb 21, 2017.

Payments will need to be processed to individuals and be subject to employment deductions.

We estimate there are 5200 class members but it may be prudent to assume the number could be as high as 6000.

If you need any further information in order to provide us a quote please let us know.

Thank you,

Josh

Joshua Mandryk

T 416.979.6970
C 416.576.1514
F 416.591.7333
E jmandryk@goldblattpartners.com



20 Dundas Street W., Suite 1039
Toronto ON M5G 2C2
www.goldblattpartners.com

Note: In response to the COVID-19 pandemic, our lawyers and staff are working remotely.

We are fully operational, and continue to provide legal services through these challenging times.

We are receiving courier packages and deliveries on-site, but request that you send materials electronically if you can.

THIS E-MAIL MAY CONTAIN CONFIDENTIAL INFORMATION WHICH IS PROTECTED BY LEGAL PRIVILEGE. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE IMMEDIATELY NOTIFY US BY REPLY E-MAIL OR BY TELEPHONE (COLLECT IF NECESSARY), DELETE THIS E-MAIL AND DESTROY ANY COPIES.

This is Exhibit "I" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits



We Bring the Class Members into the Class Action

August 31, 2020

Sent by E-mail: jmandryk@goldblattpartners.com

Joshua Mandryk,
Goldblatt Partners LLP,
20 Dundas Street W., Suite 1039
Toronto, ON
M5G 2C2

Re: *Stephen Aps v. Flight Centre Travel Group (Canada) Inc.*

Dear Joshua Mandryk:

Thank you very much for the opportunity to submit this proposal in support of your class action litigation.

I submit this proposal as President and Founder of Trilogy Class Action Services (“**Trilogy**”), a notice plan and claims administration firm specializing in the design and implementation of notification programs to reach putative class members in class action litigation. I submit this proposal at the request of you and your client.

Trilogy Class Action Services is a Canadian privately owned and operated firm established in 2009.

Trilogy is an approved Notice Provider and Claims Administrator for the Government of Canada. Trilogy has previously been appointed by Canadian Superior Court(s) of Justice, Crown Prosecutors, Attorney General of Canada, Crown Corporations and Government Agencies such as Industry Canada and The Competition Bureau.

The objective of this proposal is to outline the duties and responsibilities of Trilogy, pursuant to the Administration and Distribution Protocol (“**Distribution Protocol**”) and the Minutes of Settlement and Release (“**MOS**”) and if appointed by you and the Defendant to appoint Trilogy as the Administrator for Notice Program(s) and Claims Administration for Aps v. the Flight Centre Travel Group (Canada) Inc.

Experience - Trilogy's most recent notice plans and claims administrations (2018-2020):

1. **Sixties Scoop:** \$750 million settlement- Indigenous Adoptees v. Government of Canada (2018-2021);
2. **RPC1 et al v. The Attorney General of Canada, The Commissioner(s) of Nunavut and Northwest Territories (Sex Abuse):** Notice Provider and Claims Administrator (pending 2020);
3. **John Doe v. Newfoundland and Labrador: (Sex Abuse):** Certification Notice Provider (2019);
4. **Blythe Academy (Employment):** Settlement Notice Provider – email, text and mail (2019-2020);
5. **Amaya (Securities):** largest securities settlement in Canada - \$30 million Notice Provider and Claims Administrator (2020);
6. **Lenovo (Consumer):** Claims Administrator (2020);
7. **Namaste Technologies (Securities):** Notice Provider and Claims Administration (2020);
8. **Concordia International Securities:** Claims Administrator (2019-2020);
9. **TD Securities:** Certification Notice Provider (2019);
10. **Expedia Hotel Fee (Consumer):** Certification Notice Provider – email notification program (2019);
11. **TD Coin Counter (Consumer):** Certification and Settlement Notice Provider, Administrator (2019);
12. **Partners REIT: (Securities)** Certification, Settlement Notice Provider, Claims Administrator (2019);
13. **Allerject (Medical Device):** Certification, Settlement Notice Provider. Claims Administrator (2019);
14. **Yaz & Yasmin: (Medical)** Certification Notice Provider (2018);
15. **Detour Gold: (Securities)** Certification, Settlement Notice Provider, Administrator (2017-2018);
16. **Megabyte (Consumer Fraud):** Competition Bureau-notice and restitution payments (2018);
17. **Oil Careers (Consumer Fraud):** Competition Bureau- notice and restitution payments (2017);
18. **Alysena 28 (Medical):** Certification, Settlement Notice Provider, Claims Administrator (2017-2018);

“We bring the Class Member into the Class Action.”

CLAIMS ADMINISTRATOR DUTIES AND RESPONSIBILITIES

Trilogy shall provide all services in English and French.

Class Member Database (5,200 - 6,000 Members)

Pursuant to the *Administration and Distribution Protocol*, paragraph 6, Trilogy shall comply with the standards pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 for the purposes of administering their Claims and all information received from the Defendant or the Class Members that is collected, used, and retained by the Claims Administrator.

Trilogy, as Administrator, shall certify the protection and encryption of all data received from Class Members, follow documented technical security standards set by NIST Cybersecurity Framework guidelines (available at <https://www.nist.gov/cyberframework>), including controls such as system hardening, encryption, anti-virus, malware protection and a regular patching protocol.

GENERAL PRINCIPLES OF THE ADMINISTRATION

Trilogy's duties and responsibilities pursuant to the *Administration and Distribution Protocol* 2. (f) and (g), Class Members will be designated as follows:

- (f) *Post-limitation period* means any time worked in the Class Period on February 21, 2017 or thereafter;
- (g) *Pre-limitation period* means any time worked in the Class Period prior to February 21, 2017;

In addition:

1. Former Employees;
2. Current Employees;
3. And shall further segment these categories of employees to each designated province due to their residency during the Class Period to calculate compensation based on Overtime Thresholds, British Columbia and the applicable payroll deductions and income taxes.

Based on our understanding of the administration and the MOS and Administration and Distribution Protocol, the provincial regulations that will apply for the following provinces: British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia and Newfoundland.

Applicable Employment Standards Legislation means *Employment Standards Code*, R.S.A. 2000, c. E-9 (Alberta); *Employment Standards Act*, R.S.B.C. 1996, c. 113 (British Columbia); *Employment Standards Code*, C.C.S.M. c. E110 (Manitoba); *Labour Standards Act*, R.S.N.L. 1990, c.L-2 (Newfoundland); *Labour Standards Code*, 1989, R.S.N.S. c. 246 (Nova Scotia); *Employment Standards Act*, 2000, S.O. 2000, c. 41 (Ontario); *The Saskatchewan Employment Act*, S.S. c.S-15.1 (Saskatchewan); and their respective regulations.

DISTRIBUTION PROCESS

Generally, the Claims Administration Process will be as follows:

Step 1: Receipt of Administrative Forms and any confirmation of Class Member status/eligibility.

Design and Build the Designated Online Claims Administration Portal (proprietary to Trilogy and custom designed for the Flight Centre claims administration)

Trilogy shall create an information website and proprietary online claims administration portal that class members may access in order to file a claim for compensation from the Settlement Fund. Class Members members may complete their claim or in the portal and correspond with Trilogy as Administrator in either English or French.

Trilogy shall pre-populate the data of former and current employees into the online administration portal.

Trilogy shall provide Class Members with preset passwords for access to the portal with a prepared claim form based on the data provided by the Flight Centre. Trilogy executes this strategy for class action claims administrations which will make the claims process more user friendly and efficient for the Class Member and the administration.

Trilogy shall provide a pre-established a username based on the employee's provided email address and with an encrypted password. This system will allow class members to effortlessly log into the portal to verify their contact information, complete their claim form, provide supporting document and review the status of their claim and the retroactive compensation calculation. There will be a click-on declaration by class members that the information and statements provided are "honest and true" in the execution of their Claim Form.

The portal will also allow us to follow-up and follow-through with the known 5,200 to 6,000 Class Members to make sure they file a successful claim form, the class member's designated required method of payment, the status of their claim and provide updates in regards to the status of their claim and administration.

Step 2: Determination of the number of eligible Class Members, confirmation of the amounts available for distribution, and relative share of Class Members.

Consistent with step one and the creation of the online administration portal, the status and retroactive compensation calculations will be updated in real time as both categories of former and current employees complete their claim and upload supporting documentation and communication with the Administrator electronically.

The Administrator will process and tally the total number of processed and paid Claims on an ongoing basis and this will be reflected in the online administration portal in real-time.

Trilogy shall calculate the retroactive compensation payments pursuant to the Distribution Protocol and/or any other matrix that the Mediator may direct or put forward.

The retroactive compensation calculations may be executed electronically within the portal, similar to our class action administrations, and manually adjudicated by Trilogy's Claims Associates.

Step 3: Preparation/distribution of Notification Letters.

The Claims Administrator will prepare Notification Letters individualized for each Class Member describing their relative share. A Class Member who disputes their relative share must notify the Claims Administrator in writing within fourteen (14) days of the date of the Notification Letter. The Claims Administrator may reconsider and correct any errors identified by the Class Member within five (5) days of the receipt of the Class Member's notification of dispute (e.g. if the Class Member's relative share does not reflect that they applied and were eligible for all four issues).

Step 4: Distribution to Class Members who submitted timely Administration Forms, and remittances to CPP/EI/CRA as necessary.

Trilogy shall make payments to approved Class Members pursuant to Administration and Distribution Protocol *and* MOS. Therefore, Trilogy shall pay forthwith as each Claim for compensation is adjudicated, approved and processed.

Trilogy shall make the distribution by either cheque or e-transfer or wire transfer or direct deposit. This will be dependent on the preference of the Class Member and which method is most cost efficient and secure.

Tax Reporting and Issuance of T-4 slips on Retroactive Compensation, remittance of payroll deductions and income taxes.

Subject to the tax treatment of the retroactive compensation payments to class members, Trilogy shall issue the required tax reporting inclusive of income taxes, payroll deductions and issue T-4 slips on retroactive overtime income.

Step 5: The Claims Administrator will provide a report on the results of the Administration and Distribution to Class Counsel.

Pursuant to the *Administration and Distribution Protocol, paragraph 5. f., k. and n.*, Trilogy shall report to Class Counsel on the progress of the administration. In particular, the amount of retroactive overtime calculations payments to date, the progress and status of the administration, the monthly interest earned on the \$7 or \$5.25 Settlement Fund and/or the remaining balance, status of payments to class members, and amounts remitted to CRA for payroll deductions and taxes.

Trilogy shall ensure that numbers are tracked on the “scoreboard” to provide for a full report on the progress of the administration in real time in the online claim’s administration portal. The “scoreboard” is a real time summary of the status of all claims received, pending, claim forms completed, approved, rejected, deficient, amended, filed late and quantifies the totals in both numbers and dollar values.

Pursuant to the *Administration and Distribution Protocol, paragraph 5. g. and m.*, Trilogy shall provide administrative access to the online claim’s administration portal to audit the status of the administration and distribution in compensation payments from the Settlement Fund in real time. This administrative access

will be granted to all relevant parties – Class Counsel, Counsel for the Flight Centre, the Referee, or any other party that may be deemed to have standing in this matter.

Trilogy shall make available through administrative portal access to all relevant parties to audit the following: how much of the \$7 million has been paid to class members; the interest earned monthly on the \$7 or \$5.25 million invested by Trilogy; the class members who have been paid to date; when they were paid; how much they were paid; and if they have “cashed their cheque”; and/or anything else related to the \$7 or \$5.25 million Settlement Fund managed by Trilogy as Claims Administrator.

Step 6: If there are sufficient funds (i.e. due to stale cheques, amounts leftover from holdback, etc.), Class Counsel may direct the Claims Administrator to make a further distribution to individuals who submitted late Administrative Forms.

Trilogy shall reissue payments if returned to our office.

Trilogy shall conduct “skip searches” and/or Canada Post searches for Class Members whose contact information provided by the Defendant is out of date.

Step 7: No later than twelve (12) months from the date when the Order received from the Court approving the Settlement Agreement has become a Final Order (the “Effective Date”), if any amount is remaining from the Settlement Amount and the Administrative Holdback after the distribution set out above and the payment of any taxes on account of interest earned in the Trust Account, such amount shall be paid to the Ontario Employment Education & Research Centre (OEERC), or as directed by the Court.

As per our exchange of emails and subject to your approval and that of Defendant’s Counsel:

Pursuant to paragraph 20 (g) of the Minutes of Settlement and Release (MOS), upon written confirmation from Canada Revenue Agency (CRA) that all payroll deductions are calculated correctly and remitted in full, income taxes on retroactive overtime compensation are paid to CRA’s satisfaction, taxes on interest income are paid for 2021 and 2022, and HST on goods and services paid on behalf of the administration out of the Settlement Fund, if applicable, the Administrator will calculate the balance remaining in the Settlement Fund due to uncashed compensation payments to Class Members, residual interest, refunds from CRA, or otherwise, shall forward payment to the Ontario Employment Education & Research Centre (OEERC), or as directed by the Court.

Trilogy’s “scoreboard” in the portal will also allow all parties with administrative access to monitor how much of the Fund was allocated to class members and how much will be paid to the OEERC.

In particular, Class Counsel or Counsel for the Defendants with administrative access will be able to monitor cheques being cashed and payments being made to class members and to discern how many payments are still outstanding, how much is held in the Administrative Holdback account, net settlement, fund, payroll deductions and tax remittance.

Trilogy shall reissue payments if returned to our office.

Claims Administration – website and communication

The web site, P.O. Box, e-mail address, and toll-free telephone and fax numbers will be maintained throughout the administration and for a minimum two years after the last distribution is made to class members.

To facilitate the circulation of this information, Trilogy will build and maintain a Search Engine Optimization (SEO) website. The website will be designed to be easy to navigate and the information available will be in easy to print format or downloadable in PDF format.

Trilogy shall translate the content of the website and the portal into French from English.

The web site will contain the necessary information, deadlines, definitions, frequently asked questions and contact information for Trilogy, Counsel for the Flight Centre, Class Counsel, the contact information of the Administrator.

Trilogy will establish designated e-mail addresses to which class members may write, in French or in English, with requests for information or questions.

Register and maintain a toll-free phone number and phone system that will be answered by Trilogy staff in both English and French.

Administration – interest earned on \$7 million or \$5,250,000 GIC investment

Trilogy, as it has demonstrated in other class action claims administrations, is able to negotiate favourable interest rates for our trust accounts held at with TD Bank. Trilogy will be able to invest the \$7 million or \$5,250,00 and earn interest to help offset the cost of the administration.

Proposed Notice Program

1. Trilogy shall prepare, maintain and update a database of Class Members to quantify and monitor who received the notification by email and/or regular mail and/or text and did not successfully respond to the Administrator by any of these methods;
2. Trilogy will create, maintain and update a database for all communication and contact with class members. Contact names, addresses, email addresses and notations on communications will be compiled and reported to Class Counsel;
3. Trilogy will utilize this database for future correspondence and reference for the Administration;

Trilogy, based on our experience to enhance the effectiveness of the direct email notification program, shall send the notification emails in three phases:

- i. the email and/or regular mail generation phase;
- ii. the email and/or sending phase;
- iii. the follow-up phase.

For the email generation phase, software is required to compose the emails and to keep track of the recipients delivered and read receipt confirmations. This is similar to how Outlook or the iMac Mail app keeps track of contacts and messages. This becomes important for phase three.

The email sending phase involves using an SMTP server (email server) to transmit the actual email notification to the recipient.

Trilogy shall execute a second round of sending the notification based on the emails that “bounced-back” or are blocked by anti-spam software or timed-out in the queue when sending, etc and returned envelopes to the post office box. All correspondence received at the post office box is retrieved and processed a minimum of once per week.

Trilogy recommends that we manage both the email generation and regular mailing of the notification sending phases ourselves. The main advantages to this method are a much lower cost, a more secure process and higher penetration rates.

Trilogy recommends the Notice is embedded in the body of the email. The notification as a PDF attachment would significantly increase the time to send the emails and subsequently the cost. Moreover, the Class Member is less likely to open the PDF attachment out of an abundance of caution that it may contain an email virus or malware. This is a reasonable assumption.

Trilogy will comply with the strict privacy and confidentiality conditions imposed upon Trilogy by your firm and your client.

Trilogy shall comply with the CASL, Canada’s anti-spam legislation, and within the legal requirements set-forth. When CASL came into force, it introduced a number of changes to the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

Canada’s anti-spam legislation (CASL) is the federal law dealing with spam and other electronic threats. It is meant to protect Canadians while ensuring that businesses can continue to compete in the global marketplace. When CASL came into force, it introduced a number of changes to the *Personal Information Protection and Electronic Documents Act* (PIPEDA). For full details on CASL and the roles of our partners, visit the “fightspam.gc.ca” web site.

The Office of the Privacy Commissioner of Canada (OPC) shares responsibility for enforcing CASL with the Canadian Radio-television and Telecommunications Commission (CRTC) and the federal Competition Bureau.

CONCLUSION

As requested, Trilogy hereby provide our fixed quote for the following duties and responsibilities:

1. Receipt and adjudication of Administrative Forms and supporting documentation;
2. Receipt of Class Member data and contact information from the Defendant;
3. Compliance with the Personal Information Protection and Electronic Documents Act, c.5;
4. Retroactive overtime compensation calculation pursuant to the Distribution Protocol;
5. Searches for Class Members whose contact information provided by the Defendant is out of date;
6. Confirmation of Membership in the Class;
7. Preparation of Notification Letters individualized for each Class Member;
8. Distribution of compensation to Class Members: cheque, e-transfer, wire-transfer or direct deposit;
9. Tax Reporting, issuance of T-4 slips on retroactive compensation to former and current employees;
10. Payroll deductions and income tax remittance to CRA on behalf of former and current employees;
11. Design and build the designated online claims administration portal. The portal is proprietary to Trilogy and custom designed for the Flight Centre claims administration;
12. Graphically design the Opt-Out Form and Claim Form in English and French;
13. Investment management and tax reporting on Settlement Fund investments;
14. Possible second and final distribution to Class Members;
15. Cy-Pres distribution;
16. Notice Programs for Certification and Settlement by email and regular mail (text message, if required);

To simplify the quote and to create certainty and fairness to Class Counsel and Class Members, Trilogy shall apply a fixed quote that will allow the deciding parties to appoint Trilogy Class Action Services for the all duties and responsibilities of the administration and notice program.

Fixed Fee for Administrator's Duties and Responsibilities

- 1. Claims on 5,200 Class Members:** Fixed Fee of \$195,000
- 2. Notice Program(s):** Fixed Fee of \$19,500 per Notice

For greater certainty with regards to the fixed quote, if Class Counsel appoints Trilogy Class Action Services, if the above thresholds or benchmark numbers are exceeded, then the fixed fee quote applies to all claims processed.

For greater certainty with regards to the fixed quote, payroll deductions and income tax remitted to Canada Revenue Agency (CRA) on behalf of former and current employees, HST, and taxes owing on interest earned on the trust fund GIC investment are not included in the fixed quote.

If for whatever reason, CRA wishes to dispute or requires additional information with regards to remittance of payroll deductions and income taxes, Trilogy shall charge for it's time at the applicable rates below. It Trilogy's contact with CRA is minimal, no charges will apply.

For greater certainty with regards to the fixed quote, disbursements are reimbursed on a dollar-for-dollar basis. Trilogy shall pass through all expenses at-cost incurred in support of the administration: long-distance phone charges, postage, courier, bank fees, encryption and data protection, faxes, accounting fees, P.O. Box, portal and website design and maintenance, translation, etc.

Trilogy will work with Class Counsel and Counsel for the Defendant with regards to any extraordinary cost that may be unforeseen at this point and time.

The fixed fee quote is an aggregate of the costs inclusive of the following: Senior Management \$275 per hour; IT Support \$160 per hour; Project Management \$125 per hour; Administrative Duties \$60 per hour.

Thankyou for the trust and confidence in Trilogy to submit this proposal in support of your settlement. Please contact me directly if you have questions or need further information.

Yours truly,

Paul Battaglia

Paul Battaglia,
President, Trilogy Class Action Services,
67 Queen Street, Second Floor,
St. Catharines, Ontario, L2R 5G9
Office: 416-644-3088, Cell: 416-886-7752
Paul@trilogyclassactions.ca

This is Exhibit "J" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits



WHO Director-General's opening remarks at the media briefing on COVID-19 - 11 March 2020

11 March 2020

Good afternoon.

In the past two weeks, the number of cases of COVID-19 outside China has increased 13-fold, and the number of affected countries has tripled.

There are now more than 118,000 cases in 114 countries, and 4,291 people have lost their lives.

Thousands more are fighting for their lives in hospitals.

In the days and weeks ahead, we expect to see the number of cases, the number of deaths, and the number of affected countries climb even higher.

WHO has been assessing this outbreak around the clock and we are deeply concerned both by the alarming levels of spread and severity, and by the alarming levels of inaction.

We have therefore made the assessment that COVID-19 can be characterized as a pandemic.

Pandemic is not a word to use lightly or carelessly. It is a word that, if misused, can cause unreasonable fear, or unjustified acceptance that the fight is over, leading to unnecessary suffering and death.

Describing the situation as a pandemic does not change WHO's assessment of the threat posed by

this virus. It doesn't change what WHO is doing, and it doesn't change what countries should do.

We have never before seen a pandemic sparked by a coronavirus. This is the first pandemic caused by a coronavirus.

And we have never before seen a pandemic that can be controlled, at the same time.

WHO has been in full response mode since we were notified of the first cases.

And we have called every day for countries to take urgent and aggressive action.

We have rung the alarm bell loud and clear.

====

As I said on Monday, just looking at the number of cases and the number of countries affected does not tell the full story.

Of the 118,000 cases reported globally in 114 countries, more than 90 percent of cases are in just four countries, and two of those – China and the Republic of Korea - have significantly declining epidemics.

81 countries have not reported any cases, and 57 countries have reported 10 cases or less.

We cannot say this loudly enough, or clearly enough, or often enough: all countries can still change the course of this pandemic.

If countries detect, test, treat, isolate, trace, and mobilize their people in the response, those with a handful of cases can prevent those cases becoming clusters, and those clusters becoming community transmission.

Even those countries with community transmission or large clusters can turn the tide on this virus.

Several countries have demonstrated that this virus can be suppressed and controlled.

The challenge for many countries who are now dealing with large clusters or community transmission is not whether they can do the same – it's whether they will.

Some countries are struggling with a lack of capacity.

Some countries are struggling with a lack of resources.

Some countries are struggling with a lack of resolve.

We are grateful for the measures being taken in Iran, Italy and the Republic of Korea to slow the virus and control their epidemics.

We know that these measures are taking a heavy toll on societies and economies, just as they did in China.

All countries must strike a fine balance between protecting health, minimizing economic and social disruption, and respecting human rights.

WHO's mandate is public health. But we're working with many partners across all sectors to mitigate the social and economic consequences of this pandemic.

This is not just a public health crisis, it is a crisis that will touch every sector – so every sector and every individual must be involved in the fight.

I have said from the beginning that countries must take a whole-of-government, whole-of-society approach, built around a comprehensive strategy to prevent infections, save lives and minimize impact.

Let me summarize it in four key areas.

First, prepare and be ready.

Second, detect, protect and treat.

Third, reduce transmission.

Fourth, innovate and learn.

I remind all countries that we are calling on you to activate and scale up your emergency response mechanisms;

Communicate with your people about the risks and how they can protect themselves – this is everybody's business;

Find, isolate, test and treat every case and trace every contact;

Ready your hospitals;

Protect and train your health workers.

And let's all look out for each other, because we need each other.

====

There's been so much attention on one word.

Let me give you some other words that matter much more, and that are much more actionable.

Prevention.

Preparedness.

Public health.

Political leadership.

And most of all, people.

We're in this together, to do the right things with calm and protect the citizens of the world. It's doable.

I thank you.

Subscribe to the WHO newsletter →

This is Exhibit "K" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits



[Canada.ca](#) > [Global Affairs Canada](#)

Government of Canada advises Canadians to avoid non-essential travel abroad

From: [Global Affairs Canada](#)

News release

March 13, 2020 - Ottawa, Ontario - Global Affairs Canada

The Honourable François-Philippe Champagne, Minister of Foreign Affairs, today announced that Canada has issued an official global travel advisory to avoid non-essential travel abroad.

In an attempt to limit the spread of the coronavirus (COVID-19), many governments have implemented special entry and exit and movement restrictions for their territories. New restrictions could be imposed, and could severely disrupt Canadians' travel plans.

As a result, the Government of Canada is advising Canadians to avoid non-essential travel outside of Canada until further notice.

Canadians currently outside the country should find out what commercial options are still available and consider returning to Canada earlier than planned if these options are becoming more limited.

We encourage Canadians abroad to register with the Registration of

Canadians Abroad service.

Canadians abroad in need of emergency consular assistance can call Global Affairs Canada's 24/7 Emergency Watch and Response Centre in Ottawa at +1 613-996-8885 (collect calls are accepted where available) or email sos@international.gc.ca.

Quotes

"We are monitoring the situation abroad to provide credible and timely information to Canadians to help them make well-informed decisions regarding their travel. We also continue to work around the clock to provide assistance and consular services to Canadians abroad affected by COVID-19."

- *François-Philippe Champagne, Minister of Foreign Affairs*

Associated links

- [Travel Advice and Advisories](#)
- [Canadian travellers: Avoid all cruise ship travel due to COVID-19](#)
- [Coronavirus disease \(COVID-19\): Outbreak update](#)
- [Coronavirus disease \(COVID-19\): Resources for Canadian businesses](#)

Contacts

Syrine Khoury
Press Secretary
Office of the Minister of Foreign Affairs
Syrine.Khoury@international.gc.ca

Media Relations Office
Global Affairs Canada
343-203-7700
media@international.gc.ca

Search for related information by keyword: [GV Government and Politics](#) | [Global Affairs Canada](#) | [Canada](#) | [Canada and the world](#) | [Coronavirus \(COVID-19\)](#) | [general public](#) | [news releases](#) | [Hon. François-Philippe Champagne](#)

Date modified:

2020-03-13

This is Exhibit "L" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

[Subscribe](#)[CORONAVIRUS](#)[NEWS](#)[ENTERTAINMENT](#)[LIFE](#)[FINANCE](#)[SPORT](#)[WEATHER](#)[PUZZLES](#)[FINANCE](#) [FINANCE NEWS](#)11:53am, Feb 27, 2020 [Updated: 1:55pm, Feb 27](#)

Flight Centre's profit dives, as it warns worse may be to come

MORNING : WATCH THE NEWS IN 90 SECONDS

Flight Centre is battling headwinds that have slashed its half-year profit. Photo: AAP

The New Daily [@TheNewDailyAU](#)

SHARE



Flight Centre's first-half profit has plunged 74 per cent as the retailer feels the effect of the collapse of travel operators **Thomas Cook** and Cox & Kings – and warns the worst of the fallout from the coronavirus is yet to come.

The flight retailer's after-tax profit for the six months, announced on Thursday, was \$22.1 million – down from \$85 million a year ago.

The fall came as Flight Centre said it was yet to feel the full impact of the widening global outbreak of coronavirus.

"It is impossible to predict the virus's impact at this time, but Flight Centre expects it will lead to subdued activity through to the end of FY20," the company said.

Releasing its half-year results on Thursday, the company signalled its full-year results would be hit by the deadly infection, which has rocked the whole travel sector. It said it now expected its full-year profit before tax to be \$240 million-\$300 million, down from its previous forecast range of \$310 million-\$350 million.



Flight Centre will continue to monitor the effect of the virus outbreak on its corporate and leisure businesses in coming months – which are traditionally the year's peak booking periods.

It is the latest travel-related company to reveal it has been hit by the fallout from COVID-19. Earlier this month, Flight Centre rival Webjet also posted a first-half profit after writing off \$44 million following the collapse of **British travel group Thomas Cook** in September.

On Wednesday, **Virgin Australia** said it would slash flights and axe some domestic and international routes as the escalating effects continued to hit its bottom line.

Qantas said last week it would **cut capacity by 7 per cent**, including slashing flights to Asia. Chief executive Alan Joyce urged staff to use some of their “considerable” leave balances to help the company through its difficult period.



Flight Centre says the impact of the coronavirus outbreak is being felt increasingly across its business. Photo: Getty

Also on Thursday, Air New Zealand joined its Australian counterparts, announcing it would slash capacity to Asia.

The Kiwi airline, which posted a 33 per cent net drop in profit for the six months to December 31, 2019, said it would cut its Asian capacity by 17 per cent until June.

On Thursday, Flight Centre said its Chinese and Singapore corporate business – which together generate about 2.5 per cent of its total transaction value – had been significantly affected by the shutdown of travel to and from China.

Its other corporate businesses had also been significantly affected, particularly in the past three weeks, as companies worldwide amended travel policies to prevent employees from travelling to China and other major business travel hubs.

Flight Centre said leisure travel patterns were also being increasingly affected. Some customers were reviewing short-term holiday plans and

▶ X

YOUR SUPER

Keep up with the latest superannuation news

Trending Now

[Japan's net-zero pledge adds more pressure on Australia](#)

[Woolworths' latest promotion leaves a bad taste: \\$400 containers](#)

[Boycotting France: What's behind the movement](#)

[Qatar launches probe as diplomatic tension flares over invasive searches](#)

['Please, please ... don't go crazy': Crowds hit Melbourne's reopened shops, bars](#)

[Clive Palmer's astonishing Facebook spend on 'bullsh-t' fake news ads](#)

monitoring the virus's possible spread outside China and other parts of Asia.

"It is impossible to predict the virus's impact at this time, but Flight Centre expects it will lead to subdued activity through to the end of FY20," the firm said.

-with AAP

FOLLOW US +



5 Comments

[View Comments](#) ▾

Promoted Stories

White House Releases Staff Salaries Report
The Delite

Celebrities Who Endorse Donald Trump
Bon Voyaged

This Is Where the Majority of Singles Over 50 Are Finding Love in Toronto
SilverSingles

Knees Hurt? Do This Once Daily
Joint Pain Relief

Recommended by



TRAVEL AGENTS

FLIGHT CENTRE ACCELERATES BUSINESS REVIEW, CONCEDES JOB LOSSES ARE "INEVITABLE"

IN LIGHT OF UNPRECEDENTED CHALLENGES FACING THE TRAVEL INDUSTRY, FLIGHT CENTRE TRAVEL GROUP (FCTG) HAS ACCELERATED ITS "URGENT" BUSINESS REVIEW TO IDENTIFY FURTHER COST- AND CASH-SAVING INITIATIVES.

FCTG said in an update that it would be significantly impacted by recent events in relation to the COVID-19 outbreak, including **government-imposed restrictions on international travel** (<https://www.travelweekly.com.au/article/prime-minister-urges-aussies-not-to-travel-overseas-for-the-first-time-in-history/>) and major reductions in airline capacity.

As part of the review, FCTG said it will hold further discussions with stakeholders including landlords, suppliers, vendors, insurers, and banks on ways to manage the financial impact of a precipitous drop in travel activity in the near-term.

The company has also initiated talks with the federal government to discuss broader industry assistance packages, in light of the support being made available to airlines in Australia and, in some cases overseas, to companies that have been significantly impacted.

FCTG SAID IT WOULD SEEK TO PRESERVE AS MANY ROLES AS POSSIBLE, "BUT JOB LOSSES ACROSS THE INDUSTRY AND WITHIN THE COMPANY ARE INEVITABLE".

The travel giant's managing director, Graham "Skroo" Turner (pictured above), added: "The conditions that our industry is facing are unprecedented and have clearly arisen as a result of the coronavirus and the initiatives that are being implemented to slow its spread.

"Management is determined to overcome the significant challenges that it currently faces and, with the support of our stakeholders, is ready to prosper when conditions eventually normalise."

FCTG's update comes not long after it revealed **plans to close as many as 100 "under-performing" leisure shops across Australia before 30 June** (<https://www.travelweekly.com.au/article/flight-centre-virgin-enact-coronavirus-contingency-plans/>) to cope with the impact of the COVID-19 outbreak.

[MARKET ACTIVITY](#)[NEWS + INSIGHTS](#)[SOLUTIONS](#)[ABOUT](#)[LOG IN](#)

CREDIT: REUTERS/LOREN ELLIOTT

TWEET IT:



Flight Centre Travel Group said on Thursday that a third of its 20,000 strong workforce face temporary or permanent redundancy as the coronavirus hammers travel demand.



adds details of other job losses, Flight Centre management pay March 26 (Reuters) - Flight Centre Travel Group FLT.AX said on Thursday that a third of its 20,000 strong workforce face temporary or permanent redundancy as the coronavirus hammers travel demand.

The travel agency said it will review staffing on a weekly basis, adding that it has become "unsustainable" to maintain its workforce at pre-virus levels given the severe global travel restrictions.

WATCHLIST



Of the 6,000 support and sales staff being let go for now, 3,800 will be stood down in Australia. The company added that it was looking whether further reductions may be needed.

The scale of the loss of livelihoods due to the coronavirus illustrates the uncertainty facing the corporate world as countries go into lockdown to halt the advance of the virus.

Travel restrictions have hit the aviation sector extremely hard, with Qantas Airways QAN.AX placing 20,000 of its staff on leave, while Virgin Australia VAH.AX stood down 8,000 of its employees.

Earlier on Thursday, Premier Investments Ltd PMV.AX said 9,000 of its global workforce will be hit by store closures, with almost all employees in Australia to be put on leave.

Senior executives and board members at Flight Centre will also see their pay halved until the end of the financial year.

(Reporting by Nikhil Kurian Nainan in Bengaluru; Editing by Chris Reese and Stephen Coates)

((NikhilKurian.Nainan@thomsonreuters.com; Twitter: @NikhilKurianN; +91 806 182 2724;))

The views and opinions expressed herein are the views and opinions of the author and do not necessarily reflect those of Nasdaq, Inc.

TRENDING TOPICS

Markets

US Markets

 WATCHLIST



3 things we learnt from Flight Centre's coronavirus Response Plan

Though Flight Centre's stock remains voluntarily suspended, we examine some of the key things revealed in the company's Covid-19 Response Plan announcement.



Source: Bloomberg

Coronavirus

Shares

Market liquidity

Airline

CFD

Qantas

Shane Walton | Financial Writer, Australia | Publication date: Wednesday 25 March 2020 22:52

As entire economies grind to a halt, companies are being forced to quickly respond to a dynamic and ultimately still-uncertain business and economic environment.

Airline and travel companies and their employees have been particularly impacted by the coronavirus crisis – as governments across the globe take unprecedented measures to restrict travel – both internationally and domestically.

In response to this situation, Flight Centre – which has already faced significant disruption to its travel-focused business operations – today released details around its Covid-19 Response Plan.

Though the broad strokes of this plan are relatively simple, with the company aiming to focus on cash, costs and liquidity, the implications of its plan are anything but.

1 Job cuts in focus

Centrally, some 6,000 jobs will be lost either temporarily or permanently, with Flight Centre noting that pre-coronavirus staffing levels are no longer sustainable. Amongst these job losses, approximately 3,800 Australian staff will be stood down in the short-term.

Though of little consolation for workers currently, the company indicated that its 'intention is to return stood-down people to workforce when restrictions are lifted & demand increases.'

2 Cash remains king and liquidity all-important

Revealing a number of initiatives to preserve cash, as part of today's announcement FLT further noted that its \$15 million monthly sales and marketing spend has been paused, in addition to a number of other 'non-essential projects.'

Secondly, and speaking to its current liquidity position, the company stressed that it 'is undertaking steps to ensure it retains a robust balance sheet and liquidity position to enable it to manage through the current crisis.'

The company said that it would report on the progress of these steps in due course, at which point FLT would also likely see its stock lifted from its current voluntarily imposed suspension.

Lift or not, between late February to mid-March, Flight Centre saw its share price collapse – falling over 70% in that period, as investors sought to protect their capital from industries most impacted by the Covid-19 crisis.

Prior to its pause in trading, trading halt and finally suspension from official quotation, FLT traded at the \$9.91 mark – well off its 52-week high of \$49.14 per share.

3 Management commentary: the outlook

Finally, speaking of the current situation, Flight Centre's Managing Director, Graham Turner said:

'We will also be conscious of the need to make changes that allow us to successfully overcome this short-term challenge, but do not harm our culture'

or prevent us from thriving into the future.'

Mr Turner finished by pointing out that:

'We and our people remain committed to looking after our customers – both during this difficult period and beyond and will continue to be available through our leisure shops and corporate offices (where permitted), our websites, via social media and through our mobile capabilities during this time of social distancing.'

How to trade travel and airline stocks

Though Flight Centre remains in a voluntary suspension – with market volatility at all-time-highs – there remain other opportunities for investors to take advantage of. For example, you can use CFDs to trade airline stocks like Qantas and Sydney Airport, long or short through **IG's world-class trading platform**.

For example, to buy (long) or sell (short) Qantas using CFDs, follow these easy steps:

Create an **IG Trading Account** or log in to your existing account

Enter '**QAN**' or '**Qantas**' in the search bar and select it

Choose your position size

Click on 'buy' or 'sell' in the deal ticket

Confirm the trade

Jacobs Media Group is honoured to be the recipient of the 2020 Queen's Award for Enterprise.

(<https://www.jacobsmediagroup.com/jacobs-media-group-wins-queens-award-for-enterprise/>)

Coronavirus: Flight Centre to make third of global workforce redundant

by Lee Hayhurst (/articles/author/13/Lee%20Hayhurst) Mar 26th 2020, 18:55
[f](#) [t](#) [in](#) [G+](#)

Flight Centre Travel Group is to make a third of its global workforce temporarily or permanently redundant as it battles the impact of the COVID-19 pandemic.

The high street and corporate travel agent employs 20,000 people. In total 6,000 sales and support staff will be stood down, 3,800 of which will be in Australia.



Calling all buyers! 
Register for Italian Virtual Week
2 – 6 November 2020
Powered by Travel Weekly Group



More: Latest coronavirus news and updates

(<https://www.travelweekly.co.uk/articles/365303/coronavirus-latest-news-and-updates>)

Travel Weekly coronavirus resource centre

(<https://www.travelweekly.co.uk/articles/362964/coronavirus-resource-centre-for-travel-businesses>)

Further reductions could be required, Flight Centre said. Senior executives and board members will see their pay halve until the end of the financial year.

In a statement Flight Centre said: "These never-before-seen restrictions, which have forced airlines to ground their fleets and heavily reduce their flight schedules, have virtually halted travel demand and led to the stoppage of the vast proportion of work that Flight Centre's people previously carried out."

COMMENTS

This is a community-moderated forum.

All post are the individual views of the respective commenter and are not the expressed views of Travel Weekly.
By posting your comments you agree to accept our Terms & Conditions (/static/terms-conditions).

0 Comments Travel Weekly [Disqus' Privacy Policy](#)

[Login](#)

[Recommend](#)

[Tweet](#)

[Share](#)

Sort by Newest



Start the discussion...

LOG IN WITH

OR SIGN UP WITH DISQUS

Name

Be the first to comment.

[Subscribe](#) [Add Disqus to your site](#) [Add Disqus Add](#) [Do Not Sell My Data](#)

MOST POPULAR



[\(/articles/390705/tui-reveals-summer-2022-programme-to-capitalise-on-post-pandemic-holiday-demand\)](/articles/390705/tui-reveals-summer-2022-programme-to-capitalise-on-post-pandemic-holiday-demand)

Tui reveals summer 2022 programme to capitalise on post-pand...

Oct 27th 2020, 10:32
(/articles/390705/tui-reveals-summer-2022-programme-to-capitalise-on-post-pandemic-holiday-demand)



[\(/articles/390669/quarantine-to-be-relaxed-by-the-end-of-year-predicts-iata\)](/articles/390669/quarantine-to-be-relaxed-by-the-end-of-year-predicts-iata)

Quarantine to be relaxed 'by the end of year' predicts Iata

Oct 27th 2020, 08:31
(/articles/390669/quarantine-to-be-relaxed-by-the-end-of-year-predicts-iata)



[\(/articles/390817/surge-in-bookings-for-the-canaries-and-maldives\)](/articles/390817/surge-in-bookings-for-the-canaries-and-maldives)

Surge in bookings for the Canaries and Maldives

Oct 28th 2020, 08:07
(/articles/390817/surge-in-bookings-for-the-canaries-and-maldives)



[\(/articles/390750/hopes-rise-for-return-of-uk-tourists-to-dubai-and-south-africa\)](/articles/390750/hopes-rise-for-return-of-uk-tourists-to-dubai-and-south-africa)

Hopes rise for return of UK tourists to Dubai and South Africa

Oct 27th 2020, 14:12
(/articles/390750/hopes-rise-for-return-of-uk-tourists-to-dubai-and-south-africa)

[MARKET ACTIVITY](#)[NEWS + INSIGHTS](#)[SOLUTIONS](#)[ABOUT](#)[LOG IN](#)



CREDIT: REUTERS/DANIEL MUÑOZ

TWEET IT:



Australia's Flight Centre Travel Group Ltd on Monday said it was looking to raise about A\$700 million (\$419.86 million) and that cost-cutting would save roughly A\$1.9 billion, as the travel industry is battered by the coronavirus outbreak.



Adds details of its cash call, context
April 6 (Reuters) - Australia's Flight Centre Travel Group Ltd FLT.AX on Monday said it was looking to raise about A\$700 million (\$419.86 million) and that cost-cutting would save roughly A\$1.9 billion, as the travel industry is battered by the coronavirus outbreak.

The sector has been among those hardest hit by the virus which has forced lockdowns across countries and regions and severely crimped demand, leading several companies to announce cash calls, layoff or furlough staff, slash wages and suspend earnings guidance.

WATCHLIST



The travel agency said its cash call will include a share placement to raise about A\$282 million at an offer price of A\$7.20 per share, a 27.3% discount to the stock's close on Friday.

The capital raise will also include a 1-for-1.74 accelerated pro rata non-renounceable entitlement offer for about A\$419 million.

The company, which last month put 6,000 employees - almost a third of its workforce - on leave and warned some staff may be laid off, said its annualised operating expenses would fall to about A\$65 million a month by the end of July.

It previously withdrew its 2020 forecast, announced that executives would take pay cuts, and on Monday said its lenders had committed a further A\$200 million to shore up liquidity needs.

(\$1 = 1.6672 Australian dollars)

Australia's Flight Centre puts 6,000 staff on leave, says some may be laid off

(Reporting by Shashwat Awasthi in Bengaluru; Editing by Shri Navaratnam and Christopher Cushing)



REUTERS

World

Business

Markets

Breakingviews

Video

More



HEALTHCARE

APRIL 5, 2020 / 8:20 PM / UPDATED 7 MONTHS AGO

UPDATE 1-Australia's Flight Centre to raise \$420 mln to offset coronavirus hit

By Reuters Staff



(Adds details of its cash call, context)

April 6 (Reuters) - Australia's Flight Centre Travel Group Ltd on Monday said it was looking to raise about A\$700 million (\$419.86 million) and that cost-cutting would save roughly A\$1.9 billion, as the travel industry is battered by the coronavirus outbreak.

ADVERTISEMENT

LIVE UPDATES U.S. GDP rebounds, but scars remain on the economy in an election ...

The sector has been among those hardest hit by the virus which has forced lockdowns across countries and regions and severely crimped demand, leading several companies to announce cash calls, layoff or furlough staff, slash wages and suspend earnings guidance.

The travel agency said its cash call will include a share placement to raise about A\$282 million at an offer price of A\$7.20 per share, a 27.3% discount to the stock's close on Friday.

ADVERTISEMENT

The capital raise will also include a 1-for-1.74 accelerated pro rata non-renounceable entitlement offer for about A\$419 million.

LIVE UPDATES U.S. GDP rebounds, but scars remain on the economy in an election ...

The company, which last month put 6,000 employees - almost a third of its workforce - on leave and warned some staff may be laid off, said its annualised operating expenses would fall to about A\$65 million a month by the end of July.

It previously withdrew its 2020 forecast, announced that executives would take pay cuts, and on Monday said its lenders had committed a further A\$200 million to shore up liquidity needs. (\$1 = 1.6672 Australian dollars)

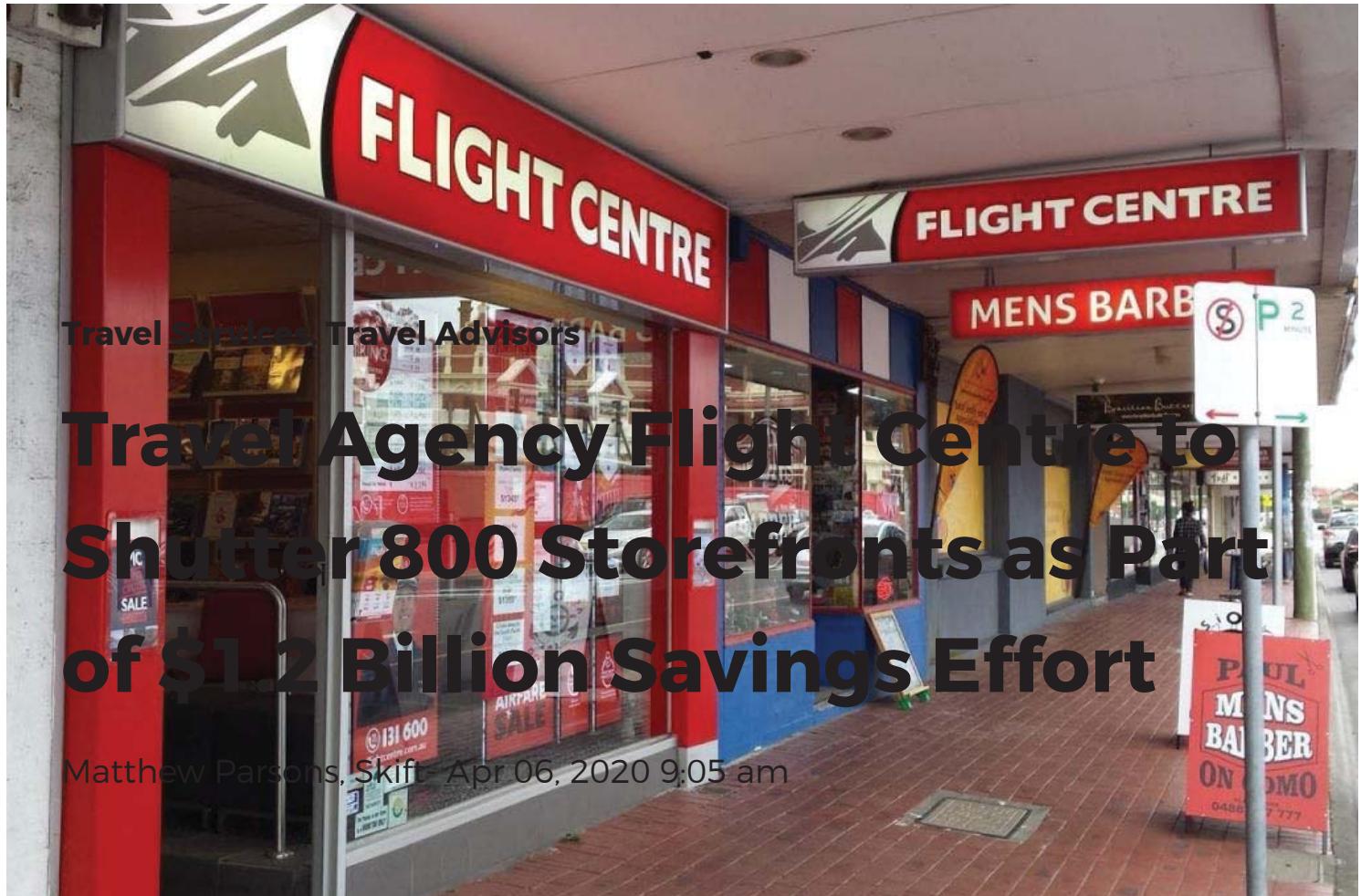
Reporting by Shashwat Awasthi in Bengaluru; Editing by Shri Navaratnam and Christopher Cushing

Our Standards: The Thomson Reuters Trust Principles.

MORE FROM REUTERS

LIVE UPDATES U.S. GDP rebounds, but scars remain on the economy in an election ...

Skift



Travel Agency Flight Centre to Shutter 800 Storefronts as Part of \$1.2 Billion Savings Effort

Matthew Parsons, Skift – Apr 06, 2020 9:05 am

SKIFT TAKE

This cost-cutting package could be one of the largest we'll see in this crisis. On paper, the cuts look like they'll be enough, but there will be collateral damage to its brand with so many shop closures.

— Matthew Parsons

Flight Centre Travel Group plans to close 800 retail stores, among other measures, in a bid to slash costs over the coming months. So those closures involve agencies based in Australia.

[JOIN SKIFT PRO](#)



It said a raft of actions could save it \$1.2 billion, while it also seeks to raise \$425 million through a new equity raising or offer.

The latest crisis plan follows a staff reduction of 6,000, including redundancies, out of its workforce of 20,000.

GET THE LATEST ON CORONAVIRUS AND THE TRAVEL INDUSTRY ON SKIFT'S LIVEBLOG

Among other measures taken, it has put a hold on all “non-essential capital expenditure”, which it said will lead to monthly operating savings of \$40 million per month.

Meanwhile, it could sell its Melbourne head office, valued at \$37 million.

The group has also frozen sales and marketing activities, with the latter saving it nearly \$11 million per month.

All of these operational cutbacks will incur a one-off cost of \$127 million.

LIQUIDITY BOOST

Flight Centre will also lean heavily on its banks, seeking \$120 million of new commitments negotiations.

The update to the Australian Securities Exchange also noted that despite the crisis, last month it won new corporate travel accounts with annualized spend of \$150 million.

Flight Centre has meanwhile requested the suspension of the trading of its shares until Wednesday, “in relation to the outcome of the proposed equity raising and the commencement of normal trading”.

In an announcement, the company said: “Flight Centre has implemented a comprehensive package of initiatives to ensure it has the balance sheet flexibility and liquidity to trade through a prolonged period of disruption to the travel industry.”

Tags: australia, coronavirus, flight centre

Photo Credit: Flight Centre's retail footprint will be reduced by half in the new model.

FIRST FREE STORY (1 OF 3)

[JOIN SKIFT PRO](#)



The Guardian



This article is more than **5 months old**

Flight Centre waives cancellation fees after consumer watchdog threatens legal action

Travel agency angered customers by charging a \$300 fee for each element of trips cancelled due to Covid-19

Sign up for Guardian Australia's daily coronavirus email

Download the free Guardian app to get the most important news notifications

Christopher Knaus

Sun 3 May 2020 05.57 BST

The consumer watchdog was preparing to launch court action against Flight Centre for charging \$300 fees to process Covid-19 refunds before the company agreed to end to the practice.

Flight Centre angered many of its customers by charging the \$300 fee to each person for each element of their trip that was cancelled due to the pandemic and associated travel restrictions.

The policy led to absurd situations. In one case, a Gold Coast family were asked to pay \$2,100 in cancellation fees to process a hotel refund of \$1,600 for their seven-person Disneyland trip.

Flight Centre on Saturday announced it will no longer charge the fee if the travel provider cancels its service. In other words, if an airline or tour operator cancels a trip, a customer who booked through Flight Centre will no longer be charged the \$300 fee.

Flight Centre is applying the waiver retrospectively to any bookings on or after 13 March, according to Flight Centre executive general manager, Allisa O'Connell.

"The decision to waive fees will impact our business, nevertheless we have heard your feedback and we believe this step is the right one for the current economic conditions where stand downs and job losses are a daily occurrence for many Australians," O'Connell said.

On Sunday, the Australian Competition and Consumer Commission revealed the change was made in the face of looming court action.

ACCC chair Rod Sims said the regulator's next step would have been to take Flight Centre to court, if it did not change its position. Sims said the company's decision would allow the issue to be dealt with more quickly than legal proceedings.

"This is a very welcome move made by Flight Centre for thousands of customers impacted by Covid-19 travel cancellations," Sims said on Sunday.

"We are continuing to discuss issues in relation to refunds and cancellations with the travel sector, and encourage travel providers to treat consumers fairly in these exceptional circumstances."

The sector has been thrown into crisis by travel restrictions. The industry's peak body has lobbied government for additional support and made representations to the Australian Competition and Consumer Commission that stressed the sector's reliance on giving credit notes, rather than refunds, in the case of cancelled travel.

In some cases, the crisis has prompted questionable behaviour from tour operators. Topdeck, the youth travel operator, altered its refund policy and applied it retrospectively in a way that denied customers refunds.

Intrepid also altered its refund policy and applied it to past bookings, and told some customers who still wanted a refund to wait three months before asking again. The company says it is not denying refunds and is still working with individuals to resolve their concerns.

The ACCC has received more than 6,000 complaints from consumers about the travel sector more broadly, and said thousands more had contacted their local state or territory fair trading agencies.

But Sims called for consumers to remain patient, given the devastating impact Covid-19 has had on the sector.

"We ask consumers to remain patient and be mindful of the significant pressures on businesses at this time and, where possible, contact the business by email or website, rather than by phone," Sims said.

"These are very complex issues and may take smaller businesses more time to respond."

The ACCC has previously issued guidance warning the travel sector against changing their refund policies and applying them to old bookings.

“Travel providers must honour the terms and conditions agreed to at the time the consumer purchased their flights, cruises, tours or accommodation,” a spokesman told the Guardian last month.

“Informing consumers that they have no right to a refund when in fact they do is likely to constitute misleading conduct in breach of the Australian Consumer Law.”

Topics

- Australian Competition and Consumer Commission (ACCC)
- Consumer rights
- Australian economy
- Coronavirus
- news

AGENT ISSUES

Flight Centre reducing Liberty Travel stores in business realignment

By Jamie Biesiada   | Jun 03, 2020



Flight Centre Travel Group has realigned the company's leisure business in the U.S. and Canada and has named Marc Casto president of its leisure brands in the Americas.

According to Flight Centre, its new retail business model will see about 30 Liberty Travel stores in the U.S. reopen as stay-at-home orders lift. The stores have been closed since March 20 because of the Covid-19 pandemic. Before the pandemic, there were around 125 Liberty Travel stores in the U.S.

The 30 stores that reopen will become "network hubs" where travel agents can opt to work in the store or use the space to meet with clients and suppliers. Many agents will work from home, which Flight Centre said will give both agents and clients flexibility.

In addition to increasing flexibility, Flight Centre said, current retail trends point toward lower demand for physical locations from shoppers, which in part will lead to a reduction in stores.

Also, the Flight Centre's new leisure model in North America gives travel agents access to Liberty Travel and Flight Centre systems and products.

Casto most recently was senior vice president of FCM Travel Solutions USA, a Flight Centre-owned corporate travel business. Before that, he was the president and CEO of Casto Travel in San Jose, Calif. Flight Centre acquired Casto's U.S. operations in late 2018.

Although Flight Centre said Casto's is a new position, his duties are essentially an expansion of those previously handled by Dean Smith, who had served as president of leisure sales, USA, until his retirement on May 15. Casto's role has been expanded to include Canada as well as the U.S.

Flight Centre Travel Group USA was No. 6 on Travel Weekly's 2019 Power List.

This report was updated on Wednesday evening with more information about Liberty Travel stores. It was further updated on Friday to include news of the retirement of Dean Smith.

Copyright © 2020 Northstar Travel Media, LLC. All Rights Reserved. 100 Lighting Way Secaucus, NJ 07094-3626 USA Telephone: (201) 902-2000

<https://www.travelweekly.com/Travel-News/Travel-Agent-Issues/Flight-Centre-realigns-US-leisure-business>

7NEWS Update:
October 29

Evening news update -
October 28

Khloé Kardashian
reveals coronavirus
diagnosis

Evening COVID-19
update - October 29

7NEWS Mid
October 29

 After days of double-digit growth in Coronavirus cases, the Victorian government will lock down suburbs in ten postcodes from tonight.

Flight Centre boss Graham 'Skroo' Turner warns overseas travel recovery from coronavirus could be years away

Christine Flatley AAP

June 30, 2020 10:28PM

TOPICS [Coronavirus \(COVID-19\)](#) [Travel](#)

The head of Flight Centre has warned it could be three years before international travel returns to pre-coronavirus levels.

Graham 'Skroo' Turner says government policy around COVID-19 restrictions will determine how quickly the domestic industry bounces back, but those eyeing an overseas holiday will likely wait a lot longer.

"It's really up to the government on this sort of thing, and if they ease restrictions it will come back fairly quickly," he told ABC radio on Wednesday.

"Maybe 18 months to two years (international travel) might be back to 70 per cent, but it'll probably be three years before it's back to pre-COVID levels"

fund a two-week quarantine period in a hotel is a major deterrent.

250

He said other protocols – such as pre-testing travellers and then re-testing them upon entry into Australia – could be put in place instead.

"I think the protocols, pretty soon, will be to the stage where it will be probably nearly as safe as a two-week quarantine in a hotel," he said.

RELATED:

[NSW THREATENS FINES, JAIL FOR VICTORIANS CROSSING BORDER AMID 73 NEW CASES](#)

[EUROPEAN UNION GREENLIGHTS AUSTRALIAN TRAVELLERS IN MOVE TO EASE CORONAVIRUS RESTRICTIONS](#)

[100,000 A DAY: US'S GRIM VIRUS FORECAST](#)

Flight Centre has stood down around 16,000 staff globally since the pandemic emerged at the start of the year.

Other major tourism players, such as Virgin and Qantas, have also been forced to shed thousands of staff as flights are grounded.

Mr Turner called on the federal government to either continue the JobKeeper wage subsidy program for the industry, or to implement a new scheme to help keep it afloat.

"I think it will be necessary, not just for travel, but for airlines and all tourism operators ... otherwise hundreds of thousands of jobs are going to be permanently lost for sure."



Man Who Predicted 2020 Crash Issues Next Major Warning

SPONSORED

Play This For 1 Min And See Why Everyone Is Addicted!

Casino Engineer Reveals Slots Trick, But It's Not Cheating

SPONSORED

The Electric Vehicle Story Everyone's Missing

If Your Dog Is Eating Grass, You Should Read This

This is Exhibit "M" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

SUBSCRIPTION

[Financial Post](#)

[Subscribe](#)

Canadian tourism industry has been 'deeply affected' by the coronavirus outbreak

Tourism Minister Melanie Joly says sales at the duty free boutique in the Vancouver International Airport have already fallen by 50 per cent



Reuters

David Ljunggren and Denise Paglinawan

Mar 06, 2020 • Last Updated 7 months ago • 2 minute read



Travellers at Toronto's Pearson airport in January. PHOTO BY CARLOS

OSORIO/REUTERS FILES

OTTAWA/TORONTO — The outbreak of the new coronavirus is hammering Canada's tourism industry, a senior government official said on Friday, as the number of visitors from China plummeted and after the cancellation of a major technology convention.

Chinese tourists generate about \$2 billion annually in Canada, but their numbers have dwindled and revenue from their visits is expected to be down by \$550 million by June, Tourism Minister Melanie Joly told reporters in Montreal.



Sales at the duty free boutique in the Vancouver International Airport — a major thoroughfare for tourists visiting Canada from Asia — have already fallen by 50 per cent, she said.

Earlier on Friday organizers of Collision, a major technology conference scheduled for June in Toronto and expected to draw around 30,000 attendees, said it would only be conducted by teleconference or online this year.

MORE ON THIS TOPIC



STORY CONTINUES BELOW

"The tourism industry is deeply affected," Joly told reporters at a news conference after announcing a \$27 million investment in coronavirus research alongside Health Minister Patty Hajdu.

Last week, Canadian e-commerce company Shopify said it had cancelled its annual conference in Toronto, as well as events in Mexico, Melbourne and Los Angeles, because of the coronavirus outbreak.

Meetings, conferences and events in Toronto, Canada's most populous city, had been expected to generate an economic impact of \$882 million in 2020 with 410,000 delegates expected, according to Tourism Toronto data.

"As a destination that is deeply, globally connected like Toronto is ... it's natural that we will feel some of the impact of these changes at a global level," said Andrew Weir, an executive vice president with Tourism Toronto. "And that's what we're seeing."

Asked Friday if the Canadian government could shut down big events, the health minister said those decisions were up to provincial governments.

Public health officials are planning on how to "protect communities from an influx of visitors that may create additional health stresses for communities that are struggling with health services," Hajdu said.

There have been at least 45 confirmed cases of COVID-19 in Canada, according to the federal government, but no virus-related deaths so far.

© Thomson Reuters 2020





AEROSPACE AND DEFENSE

MARCH 12, 2020 / 10:09 PM / UPDATED 8 MONTHS AGO

Travel industry under siege as coronavirus contagion grows

By Jamie Freed, Tracy Rucinski



SYDNEY/CHICAGO (Reuters) - The fallout from the coronavirus spread across the Pacific on Friday, with Australian travel firms issuing profit warnings and Japanese carriers cutting capacity, while U.S. airlines rushed to cut flights to Europe in the wake of new travel restrictions.

Coronavirus contagion besieges travel industry

01:48

U.S. travel curbs on much of continental Europe announced by President Donald Trump on Wednesday deepened the sector's misery that began after the virus emerged in China late last year and reduced traffic.

United Airlines Holdings Inc [UAL.O](#) warned of U.S. travel disruption as the virus spreads domestically and major tourist attractions like Walt Disney Co's [DIS.N](#) theme parks in California and Florida said they would close.

American Airlines Group Inc [AAL.O](#) and United said they would continue normal flights to and from Europe for the next week but would be reducing capacity to Europe by around 50% in April.

American also said it was cutting international capacity by 34% for the summer travel season and accelerating the retirement of its Boeing Co [BA.N](#) 757 and 767 planes.

Delta Air Lines Inc [DAL.N](#) also said it would significantly reduce its U.S.-Europe schedule after Sunday as it continues to watch customer demand.

German airport operator Fraport [FRAG.DE](#) said on Friday that passenger numbers at its key Frankfurt airport dropped by around 30% in the first week of March due to the coronavirus epidemic.

"We have to assume that the strong decline in air traffic volumes will continue during the next few weeks and months," CEO Stefan Schulte said in a statement.

Air France KLM SA [AIRF.PA](#) said on Friday that it had drawn down on 1.1 billion euros (\$1.2 billion) worth of its revolving credit facility to help its financial position.

RELATED COVERAGE

[World travel may shrink 25% on coronavirus in 2020, shed 50 million jobs - WTTC](#)

[British Airways in battle for 'survival' over coronavirus](#)

[See more stories ▾](#)

The International Air Transport Association (IATA), a global industry group representing airlines, called on governments to consider extending lines of credit, reducing infrastructure costs and cutting taxes.

IATA last week estimated that the crisis could wipe out some \$113 billion of industry revenue, in a forecast that did not include the U.S. clampdown on European travel.

“There is a heightened concern there will be increased airline bankruptcies in 2020 given the fallout from the coronavirus,” Cowen analyst Helane Becker said.

“We expect some governments to step in to help some airlines, but ultimately we expect more airlines to fail this year than last year,” she said in a note to clients, citing Cirium data that 41 airlines with 324 aircraft went bankrupt last year.

Cash-strapped low-cost carrier Norwegian Air Shuttle ASA [NWC.OL](#) said on Thursday it would cut 4,000 flights and temporarily lay off up to half of its employees due to the coronavirus outbreak.

The Indian government said it would extend the deadline for submission of early bids for ailing state carrier Air India until April 30 in part due to the virus situation.

ASIA-PACIFIC HIT HARD

Virgin Australia Holdings Ltd [VAH.AX](#), Auckland International Airport Ltd [AIA.NZ](#), Flight Centre Travel Group Ltd [FLT.AX](#) and Corporate Travel Management Ltd [CTD.AX](#) said they would take hits to earnings from reduced travel demand.

FILE PHOTO: People wear masks at the international terminal at LAX airport in Los Angeles, California, U.S., amid reports of the coronavirus, March 11, 2020. REUTERS/Lucy Nicholson/File Photo

Australia's No. 2 carrier, Virgin Australia, said it would offer discounted fares and cut some flights from Sydney to Los Angeles as demand for trans-Pacific travel fell.

"You will see us continue to be very disciplined with capacity as the situation evolves," Virgin Australia Chief Executive Paul Scurrah told reporters, echoing similar comments by rival Qantas Airways Ltd [QAN.AX](#) earlier in the week.

Virgin and Flight Centre joined a growing list of travel companies, which includes the big U.S. airlines, that are freezing hiring, halting executive bonuses and offering unpaid leave.

Singapore will deny from Monday entry or transit to visitors who have been in Italy, France, Spain or Germany in the last 14 days, the health ministry said on Friday.

Earlier in the day, Singapore Changi Airport announced seat capacity for the month of March was down nearly 30% from what was originally scheduled.

CGS-CIMB analyst Raymond Yap said the global spread of the virus meant the fall in demand for Singapore Airlines Ltd [SIAL.SI](#) regional flights was likely to spread to long-haul flights, hurting the take-up rate in the lucrative business and first-class cabins.

Japan's ANA Holdings Inc [9202.T](#) and Japan Airlines Co Ltd (JAL) [9201.T](#) closed 7.6% and 13% lower respectively.

JAL said it would cut 1,468 domestic flights between March 20 and March 28 stemming from lower demand because sporting and cultural events had been suspended in Japan.

ANA will cut the number of daily flights from Japan to Los Angeles and New York and reduce operations to other cities in North America from Monday, it said. It also said there will be fewer flights to Europe including France, Germany and Belgium.

Reporting by Jamie Freed in Sydney and Tracy Rucinski in Chicago; Additional reporting by Anshuman Daga in Singapore, Sudip Kar-Gupta; in Paris, Thomas Seythal in Berlin and Chang-Ran Kim and Tim Kelly in Tokyo; Editing by Christopher Cushing and Stephen Coates

Our Standards: The Thomson Reuters Trust Principles.

MORE FROM REUTERS

COVID-19**More ▾****Politics**

Canada's airline, tourism sectors facing 'catastrophic' decline due to COVID-19 pandemic

Airline lobby group warns that, without aid, companies will fold and thousands more will be laid off

John Paul Tasker · CBC News · Posted: Apr 01, 2020 4:00 AM ET | Last Updated: April 1



An Air Canada employee works at Pearson International Airport in Toronto on Friday, March 20, 2020. (Nathan Denette/The Canadian Press)

[comments](#) 

As Canada's aviation and tourism sectors face a decline of epic proportions because of the COVID-19 pandemic, the federal government is preparing an aid package to save an industry that employs well over 2 million Canadians.

The lobby group that represents dozens of air carriers in this country is warning that, without immediate support from Ottawa, airlines will fold, thousands more will be out of work and the travel landscape in this country will be crippled for the foreseeable future.

Prime Minister Justin Trudeau has said help is on the way — but it can't come soon enough for an industry bleeding cash.

"We recognize there are certain industries that have been extremely hard hit by both the drop in oil prices and the COVID-19 challenge, whether it's airlines or oil and gas or tourism," Trudeau told reporters Tuesday when asked about the prospect of support.

"There are significant areas where we're going to have to do more. And as I've said from the very beginning, we will be doing more."

- **'Out of time': How a pandemic and an oil crash almost sank Newfoundland and Labrador**
- **ANALYSIS Canada's next-door neighbour is now the epicentre of global pandemic. Here's what that U.S. surge means**
- **Air Canada to lay off 16,500 employees amid pandemic-related flight cancellations**

Airports across the country are virtually empty as travellers heed the warnings of public health officials to stay home and avoid all non-essential international and domestic travel to stop the spread of the deadly virus.

"The impact of all this is just devastating. People aren't flying at all or capacity is at 10, 15 per cent. Nobody can sustain that for very much longer, that's for sure," John McKenna, president of the Air Transport Association of Canada, told CBC News.

"We're eagerly awaiting an aviation-specific plan but we haven't heard anything. We have no idea what's coming."



A Porter Airlines plane lands next to a taxiing aircraft at Toronto's Island Airport. Porter Airlines says it is temporarily suspending all flights as part of the public health effort to contain COVID-19. (Chris Young/The Canadian Press)

His organization represents both large and small airlines, including Porter — which has grounded its entire operation— leisure carrier Sunwing and more than a dozen regional operators that serve rural and remote communities.

McKenna said that some carriers won't make it through this crisis. He warned that the damage to the industry will only increase while it waits for the federal government to act.

'Help us out here'

He said the promised wage subsidies for all businesses will help but his organization is also looking for interest-free loans to provide carriers with some much-needed capital.

He's also asking that certain government fees and surcharges be waived so the companies can stay afloat. He asked that planned changes to the Canada Labour Code — including new rules for rest periods — be deferred to lessen the regulatory burden.

"Give us a break on everything else while we concentrate on surviving. Help us out here," McKenna said.

He said some airlines were already in "dire straits" before COVID-19 hit, as carriers had to park their Boeing 737 MAX jets while still paying purchase agreement loans. The 737 Max was grounded worldwide a year ago after an Ethiopian Airlines flight crashed outside of the capital Addis Ababa, killing all 157 people onboard.

The blanket travel ban means some debt-laden companies will shutter operations altogether.

"You're telling people not to fly. You can't just leave us hanging like that," McKenna said.

Finance Minister Bill Morneau announced Tuesday that Ottawa would be waiving rent payments for 21 of the country's airports between March and December 2020.

In Canada, most major airports are operated by independent, non-profit authorities, but the land on which these airports sit is still owned by the federal government. With fewer people flying and paying fees, making the rent is a challenge.

Morneau said the rental reprieve recognizes that the air transportation industry has "suffered tremendously."

That measure will save airport authorities about \$331 million a year in rent payments. But that does little for the national and regional air carriers that fly through them.

"I'd be surprised if we saw any of that," McKenna said.



A passenger makes her way to the check-in at Trudeau International Airport Monday, March 30, 2020 in Montreal. The federal government is waiving the monthly rent paid by airport authorities to Ottawa for the rest of the year as revenues plummet due to the COVID-19 pandemic. (Ryan Remiorz/Canadian Press)

Larger air carriers like Air Canada and Air Transat have been pressed into service to rescue Canadians stranded abroad by travel restrictions driven by the pandemic's spread, but revenue from other operations has all but evaporated.

Air Canada, one of the world's largest airlines, is in the midst of a system-wide shutdown that will result in a stunning 85 to 90 per cent reduction in capacity compared to the same period last year. Starting today, dozens of flights to the U.S. or international destinations will be grounded.

Nearly 17,000 of its employees have been temporarily laid off as the airline tries to protect its balance sheet and avoid bankruptcy. Beyond a few "air bridges" to locations overseas, Air Canada is a fraction of the size it was only a month ago. The company's share price has declined by some 70 per cent from its high in January.

"To furlough such a large proportion of our employees is an extremely painful decision but one we are required to take given our dramatically smaller operations for the next while," said Calin Rovinescu, president and CEO of Air Canada.

WestJet, the country's second largest carrier, has also halted all international operations and is running some of its domestic flights with greatly reduced capacity at a time when demand has never been lower.

WestJet has laid off 7,000 employees and has cancelled virtually all planned capital investments for the year.

"This is devastating news for all WestJetters," said Ed Sims, WestJet president and CEO, in a statement to reporters announcing the layoffs.

'It's the pits'

Major hotels, like Ottawa's iconic Château Laurier, have temporarily closed while others are welcoming fewer than a dozen guests each night.

Tony Elenis, president of the Ontario Restaurant Hotel & Motel Association, said hotels are dealing with "a catastrophic" drop in business.

"It's the pits," Elenis said.

Some hotels have been asked by provincial health authorities to house some patients in the future as hospital capacity becomes increasingly limited, but the rates will be lower than what they could get from a regular traveller, Elenis said.

Regardless, it could be a much-needed source of revenue at a time when properties sit vacant, he said.

A man jogs past the Chateau Laurier hotel in Ottawa. The hotel announced it will temporarily suspend operations because of the COVID-19 pandemic. (Adrian Wyld/Canadian Press)

Dr. Theresa Tam, chief public health officer of Canada, said Tuesday that governments across the country are readying hotel rooms and other "alternative sites" to house non-COVID-19 patients or those with milder symptoms.

Quebec already has rented out a Quality Inn in Laval, Que. for this very purpose, with other sites expected to come online soon as the province grapples with the country's largest caseload.

"We're gearing up to accommodate patients. All of us should be working in any way we can to support those who are getting rid of this virus. A lot of hotel managers really want to support this," Elenis said.

Tourism Minister Mélanie Joly did not respond to requests for comment.

CBCNEWS **Coronavirus Brief**

Your daily guide to the coronavirus outbreak. Get the latest news, tips on prevention and your coronavirus questions answered every evening.

Email address:

[Sign In](#)[COVID-19](#)[More ▾](#)[Business](#)

Air Canada to lay off 20,000 workers as pandemic collapses travel industry

Airline to ask flight attendants to cut hours, take leave or resign: union memo

CBC News · Posted: May 15, 2020 5:43 PM ET | Last Updated: May 19



Air Canada to lay off 20,000 workers due to the COVID-19 pandemic

6 months ago | 1:35



As the pandemic wreaks havoc on the travel industry, Air Canada is laying off about half of its 38,000 employees. 1:35

[comments](#)

Air Canada plans to cut its workforce by at least half as the COVID-19 pandemic continues to wreak havoc on the airline industry, according to an internal memo obtained by CBC News.

Effective June 7, "approximately 50 to 60 per cent" of the company's 38,000 employees will be laid off, the company said in the memo sent to all staff on Friday. "We estimate about 20,000 people will be affected."

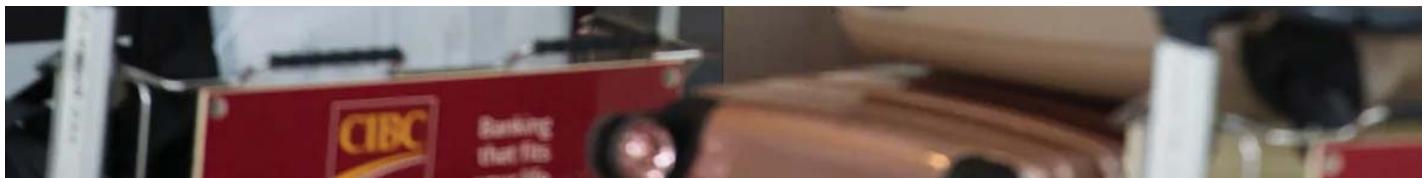
Air Canada said the move comes after a "fundamental review of what we must do to successfully emerge from this crisis and begin rebuilding our airline."

The airline said it is currently flying at about five per cent of the capacity it flew last year and hopes to ramp up to 25 per cent later in the year if government-imposed travel restrictions are eased.

"Sadly, today the hard truth is that by every indicator we have available to us, we believe that we will be materially smaller for at least three years," Craig Landry, Air Canada's executive vice-president of operations, said in the memo.

He also said the airline was burning \$22 million a day.





An Air Canada worker cleans a ticketing station at Pearson International Airport in Toronto on April 8. At a minimum, Air Canada layoffs will reach 19,000 — half of the current payroll — and could go as high as 22,800. (Nathan Denette/The Canadian Press)

The announcement comes amid ongoing border shutdowns and confinement measures that have tanked travel demand, prompting Air Canada to ground some 225 airplanes.

"We therefore took the extremely difficult decision today to significantly downsize our operation to align with forecasts, which regrettably means reducing our workforce by 50 to 60 per cent," the airline said in a statement on Friday evening. "We estimate about 20,000 people will be affected."

- **What 3 flight attendants have to say about working in Canada's 'hardest hit' industry**
- **INTERACTIVE Find the COVID-19 benefits and programs relevant to you**

At a minimum, layoffs will reach 19,000 — half of the current payroll — and could go as high as 22,800.

WATCH / CBC's Carole MacNeil speaks with airline industry analyst Karl Moore:



Air Canada to lay off 20,000 workers due to border closures

6 months ago | 3:50

The CBC's Carole MacNeil spoke with industry analyst Karl Moore, professor at McGill University in Montreal. 3:50

A government source who spoke to CBC News on condition of anonymity on Friday said Ottawa hadn't received notice about the layoffs from Air Canada or a request for a waiver.

But in an email to CBC News on Saturday, a spokesperson from Air Canada said the company was not required to notify the Ministry of Labour. On Tuesday, a spokesperson for the minister's office confirmed notice is required for permanent termination of employment, not for temporary layoffs.

The blow echoes on a bigger scale Air Canada's announcement in March to let go nearly half of its workforce under a cost reduction scheme. The carrier proceeded to rehire some 16,500 laid-off flight attendants, mechanics and customer service agents in April under the Canada Emergency Wage Subsidy, but has not committed to maintain the program past June 6.

Air Canada airplanes are seen docked at Vancouver International Airport on March 2. Though traffic is expected to pick up somewhat before year's end, more than 200 Air Canada planes remain grounded. (Maggie MacPherson/CBC)

Karl Moore, an airline industry analyst and professor at McGill University, told CBC News that the layoffs are "not a surprise" as the pandemic cratered demand.

"The number of people flying is down in a way we've never seen before in aviation history," he said.

"Canadians are not willing to be on planes in crowded conditions. Hopefully in a year or two, we'll be beyond that."

Airline mulling wage subsidy decision

To minimize the number of layoffs, Air Canada will ask flight attendants to slash their schedules, go on leave for up to two years or resign with travel privileges, according to an internal bulletin to members from the Canadian Union of Public Employees (CUPE) sent out Thursday night and obtained by The Canadian Press.

The CUPE memo stated that the union is in discussions with Air Canada over continuing the federal wage subsidy.

- **Emergency COVID-19 wage subsidy program extended to end of August**

"We know this news is not what any of us were expecting," said the bulletin, signed by the president of CUPE's Air Canada component and two other union officials.

"The reality is that COVID-19 has severely impacted the demand for air travel over the past few months and into the foreseeable future. As such, there is no denying that we are dealing with the largest surplus of cabin personnel in our history."

Air Canada crew members are seen in Montréal-Pierre Elliott Trudeau International Airport on March 21. (Andrej Ivanov/The Canadian Press)

Reacting to news about the layoffs, CUPE said in a separate statement that it is "doing everything it can to protect the livelihoods of our 10,000 flight attendant members."

Air Canada did not respond directly to questions about whether it would drop the wage subsidy, which Ottawa recently extended through August.

The subsidy program that allowed employees — including 6,800 flight attendants — to be rehired last month covers 75 per cent of a worker's normal hourly wages or up to \$847 per week. The vast majority of those workers have stayed at home, however, as operations remain at a virtual standstill.

WATCH | Can government financing save Canada's airlines?





Can government financing save Canada's airlines?

6 months ago | 2:11

New financing from the federal government could become a key factor in helping lift Canada's airlines from a financial nosedive caused by the COVID-19 pandemic, industry experts say. 2:11

While Air Canada is not contributing to most worker wages, the airline has continued to put money toward pensions and benefits, a continuous cash drain at a company that lost more than \$1 billion last quarter.

The Montreal-based company has been bleeding cash since mid-March, slashing its flight capacity by over 90 per cent ahead of even fewer expected passengers between April and June.

Though traffic is expected to pick up somewhat before year's end, the approximately 225 grounded planes remain that way, and Air Canada CEO Calin Rovinescu said last week the recovery will be slow, with at least three years of subpar earnings.

Corrections

- This story has been updated from an earlier version that incorrectly stated Air Canada was required to formally notify the Ministry of Labour or request a notification waiver for a group termination of employment. In fact, Air Canada announced plans for layoffs, and that does not require notification to the ministry.

May 19, 2020 3:14 PM ET

With files from The Canadian Press and CBC's Ashley Burke



CANADA WORLD BUSINESS INVESTING OPINION POLITICS SPORTS LIFE ARTS DRIVE RE

Tourism sector calls for national plan to cut back pandemic travel restrictions

JUSTINE HUNTER > AND MARIEKE WALSH >

+ FOLLOW JUSTINE

+ FOLLOW MARIEKE

VICTORIA AND OTTAWA

PUBLISHED JUNE 10, 2020



24 COMMENTS



SHARE



BOOKMARK



00:00

Voice 1x





A traveller wearing a mask enters the international departures lounge at Pearson Airport in Toronto, March 13, 2020.

CHRIS HELGREN/REUTERS

Canada's tourism and travel sector says it is time for the country to ease border restrictions ahead of the summer season – including some international travel – even as the federal government looks to extend border closings.

"Just like we are reopening the front doors of our homes and businesses, we need to reopen the doors of our provinces, territories – and our country," says the open letter directed at Prime Minister Justin Trudeau and the premiers. "Many of the travel restrictions currently in place are simply too broad or unnecessary."

The travel limits imposed because of the pandemic have hammered Canada's travel, tourism and hospitality sector, which employs 1.8 million people and is worth more than \$100-billion annually to the economy, according to the tourism roundtable, which includes chief executives of the Business Council of Canada, the Canadian Chamber of Commerce and the Tourism Industry Association of Canada.

The open letter is appearing as a paid advertisement in *The Globe and Mail* on Thursday. *The Globe* was not paid to write an article about the business groups' statement.

Before COVID-19 arrived in Canada, the luxury rail company Rocky Mountaineer was preparing for a busy year, with 80 per cent of its bookings already in hand. The company had spent more than \$10-million promoting its 2020 tours between Alberta and British Columbia. Now, tours have been suspended until the end of July, and company president Steve Sammut says he expects to make a decision in the coming week about the August schedule – and possibly the rest of the season.

"We're the poster child for what this pandemic can do, in terms of having a devastating impact on business," he said. The company has laid off half of its 300

full-time employees, while 500 seasonal workers have been told that there are no jobs for them in the foreseeable future.

In addition to the federal border restrictions, a number of provinces and territories have limited travel between provinces. The boundary between Alberta and British Columbia is not closed, but public-health officials in both provinces are discouraging non-essential travel, and telling residents to plan to vacation this summer in their home province.

"I can't wait to give the thumbs up to British Columbians to start moving around," B.C. Premier John Horgan said Wednesday. B.C. is expected to give a green light to recreational travel within the province by the end of June. However, Mr. Horgan said that the broader travel restrictions are likely to remain.

His province pressed Ottawa to close the border with the United States, and installed provincial oversight to ensure that international arrivals adhere to the mandated quarantine period. He said he is not prepared to relent now, since the pandemic is still active. "We're going to maintain absolute vigilance on keeping our borders closed until adjoining communities have better results when it comes to managing COVID-19," he told reporters.

Alberta is only slightly ahead of B.C. in lifting travel limits. "At this time, we are encouraging Albertans to travel responsibly within our beautiful province," Alberta Health spokesperson Tom McMillan said in a statement.

"We are recommending that Albertans not travel outside the province, unless it is absolutely essential." He said that will change when Alberta moves to the next stage of its relaunch, but no date has been set.

But local travel won't fill the gap for many tourism operators that rely heavily on international tourists. For Rocky Mountain, Canadian passengers make up just a small fraction of their ridership. "We just don't feel any level of confidence that we'll be able to run our trains at all this season, so it is a real struggle for survival," Mr. Sammut said.

A source with the federal government said Ottawa is expecting that the current arrangement with the United States, in which non-essential travel is banned but cross-border trade can continue, will be extended past the current June 21 expiry date. But cabinet has not made a final decision. The Globe is not revealing the identity of the source because they weren't authorized to speak publicly on the matter.

Asked about the future of that travel ban Wednesday, Deputy Prime Minister Chrystia Freeland said the current policies are keeping Canadians safe. "The arrangement we have today is working and it is working very well," she said.

Walt Judas, CEO of the Tourism Industry Association of BC, said certainty around domestic travel would be a first step. "When domestic travellers will be welcomed, that will be extremely helpful to our industry."

But he said the industry is also proposing pilot projects that would allow some international visitors to be tested for COVID-19 and then allowed to travel to a specific destination, such as a back-country lodge, where they would effectively serve their quarantine period at a chosen location.

A spokesperson for Economic Development Minister Mélanie Joly said it will be up to provincial jurisdictions to decide when to open up to domestic travel.

"As the summer season approaches, we invite all Canadians to discover their big and beautiful country, while respecting the health and safety measures put in place by local authorities," Jeremy Ghio said.

Your time is valuable. Have the Top Business Headlines newsletter conveniently delivered to your inbox in the morning or evening. [Sign up today](#).

More From The Globe and Mail

New initiatives delayed until late November as B.C. finalizes election results



Coronavirus Update: Canadian death toll passes 10,000

PODCASTS

NEWSLETTERS

TODAY'S PAPER

Subscribe Now

person_outline

logo-thestar

edi The Star Edition

CHANGE LOCATION



HOME LOCAL CANADA POLITICS WORLD OPINION LIFE SPORT ENTERTAINMENT BUSINESS

STAR INVESTIGATIONS

Real Estate

Technology

Personal Finance

BUSINESS

B.C. tourism industry seeks \$680M to rebuild after COVID-19 pandemic

By The Canadian Press

Wed., July 22, 2020 | timer 2 min. read

Advertisement

Support vital journalism. Become a Star subscriber for only \$1/week for 4 months.



VANCOUVER - British Columbia's tourism and hospitality sector believes it should receive more than one-third of a \$1.5-billion COVID-19 recovery package pledged to the province by the federal government.

A statement from the Tourism Industry Association of B.C. said a coalition of more than 19,000 tourism and hospitality businesses believes the sector should



be allocated \$680 million to help ease the impacts of the novel coronavirus.

The association said the funds could save as many as 100,000 jobs this year alone and provide immediate assistance to businesses hardest hit by restrictions on travel and limits on gatherings.

It said data from 2018 shows tourism and hospitality brought \$20.4 billion in direct visitor spending to B.C. and generated billions more in goods produced and services provided.

Association chair Vivek Sharma said existing stimulus packages aimed at overall economic recovery are helpful, but they aren't enough to revive a sector in which 300,000 jobs were affected at the height of the pandemic.

Sharma said the association is proposing a three-part recovery starting with \$475 million for no-interest loans or other supports to businesses with the potential to return to profitability over the next 18 months.

A further \$190 million would help tourism businesses adapt their operations to health and safety requirements, while \$15 million would support the accommodation, attractions, transportation, food services and retail industries as they rebuild shattered supply chains.

The association, which presented its proposal to the



B.C. government last week, also recommends an industry-government committee to finalize funding and monitor program outcomes.

YOU MIGHT BE INTERESTED IN...

BUSINESS

Rogers launches new SmartStream service for cord-cutting internet subscribers

Jul. 21, 2020



INVESTIGATIONS

Getting away wit

□ Oct. 10, 2019

“For decades, tourism has been a strong and consistent economic engine for the province and significant source of employment in every B.C. community,” Sharma said in the statement.

“What we are asking for is a return on the

investments the tourism and hospitality sector has made to the provincial and national economy over those decades.”

Tourism Minister Lisa Beare declined to set a dollar figure for how much of the province’s stimulus funding she believes should go to the tourism sector.

She said only that the provincial government is working closely with the sector and will incorporate its feedback along with more than 10,000 responses from the public on how B.C. should spend the \$1.5 billion earmarked for economic recovery.

The province has already worked with the industry to expand patios, cut retail liquor mark-ups for the hospitality sector and create a job matching network for tourism industry personnel who have lost their jobs due to the pandemic, she said.

GET THE LATEST IN YOUR INBOX

Never miss the latest news from the Star, including up-to-date coronavirus coverage, with our email newsletters.

[Sign Up Now](#)

YOU MIGHT BE INTERESTED IN...

BUSINESS

[Torontonians are fleeing the city for cheaper homes, more green space and a balanced life](#)

Jul. 20, 2020



PROVINCIAL POLITICS

[Premier Doug Ford ‘never said a word’ about emergency bill](#)

Jul. 22, 2020

“We’re going to keep listening to the sector and what their priorities are,” Beare said.

This report by The Canadian Press was first published July 21, 2020.

SHARE:

[REPORT AN ERROR](#)

[JOURNALISTIC STANDARDS](#)

[ABOUT THE STAR](#)

ADVERTISEMENT



**18 VIRTUAL HOME TOURS
NOW AVAILABLE**

**CLICK TO
TOUR NOW**

More from The Star & Partners



This is Exhibit "N" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

NEWS

OFF **NO CHANGE FEES***

OPPORTUNITY

BLOGS

SUPPLIERS

DESTINATIONS

LOOK FORWARD TO SOME SUN

Start the countdown to your next sunny escape. Book today, with no change fees if you change your mind.*

AIR CANADA*Terms and Conditions apply.**BOOK NOW**

Last updated: 07:27 AM ET, Thu October 01 2020

Flight Centre Shuts Doors at Locations Across Ontario

TRAVEL AGENT | OCTOBER 01, 2020



Flight Centre

Flight Centre has shut down more than a dozen outlets across Ontario since this summer, TravelPulse Canada has learned.

According to the TICO website, outlets including the GTA and Hamilton, have joined the list of Ontario-registered travel retailers and travel wholesalers that are no longer registered with TICO. In some cases, a closure may result in claims against the Compensation Fund.

THE TOP 40 TOOLS OF TTAND

TOOL # 5 Access to e-store for agency branded business cards, stationary, baggage tags, tickets etc.

Earlier this week, Flight Centre shut down another 91 stores across Australia, after widespread travel bans and border closures led to billions of dollars of cancelled bookings. The company posted a full-year loss of \$662 million, a large loss from its previous year \$264 million profit..

In June, the company announced it had launched a new business retail

YOU MAY ALSO LIKE

Major Cuts at Cathay Pacific: Cathay Dragon Shut Down...
AIRLINES & AIRPORTS



ACTA's Virtual Summit to Include Trade Show: More...
TRAVEL AGENT



WestJet Updates Schedule Including Mexico and Jamaica
AIRLINES & AIRPORTS

ONLY AT Encore

\$0 Deposit

TravelBrands®
ENCORE CRUISES

THE TOP 40 TOOLS OF TTAND

TOOL # 22 Easier pre-approved bookings with Automated Authorization forms.

APPROVED

LEARN MORE The Travel Agent Next Door

TRAVEL PULSE CANADA

f Like us
on Facebook and WIN an Amazon Gift Card

CLICK HERE

PEACE OF MIND

BOOK WITH

SEEK OUT SUN

CORAL LEVEL CANCUN HOTEL & CONVENTION CENTER

AIR CANADA VACATIONS

FEATURED VIDEO

model for the USA that would see stores that reopen become “network hubs” where travel agents can opt to work in the store or use the space to meet with clients and suppliers.

This is a developing story –

TravelPulse Canada has reached out to TICO and Flight Centre for comment.

Follow TravelPulse Canada

For more TRAVEL AGENT NEWS



© Tales of Inspiration: Patricia Smaglinski



**Tales of Inspiration:
Patricia Smaglinski**
TRAVEL AGENT



**Travel agents: Here's 8
Tips on How to
Prepare...**
HOST AGENCY & CONSORTIA

This is Exhibit "O" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

Wednesday October 21, 2020



SUBSCRIBE

Search

HOME

NEWS

BLOG

MARKETPLACE

MEDIA

CONTESTS

SUBSCRIBE

**LOOK FORWARD TO SOME SUN**

Start the countdown to your next sunny escape. Book today, with no change fees if you change your mind.*



*Terms and Conditions apply.

BOOK NOW



Walk Your Way to Utah • AIR CANADA • USA • UTAH

**Canada's Travel Trade News**

SUBSCRIBE FOR FREE

Travelweek NEWS

Airlines | Cruise | Destinations | Hotels & Resorts | Other News | Tour Operators |
Travel Agent Issues



“Extremely difficult decision”: Flight Centre addresses layoffs

[HOME](#)[NEWS](#)[BLOG](#)[MARKETPLACE](#)[MEDIA](#)[CONTESTS](#)[SUBSCRIBE](#)[AGENT LEARNING](#)[EXPLOR VR](#)

Like 1K

Share

Tweet

Share



Thursday, October 1, 2020

Posted by [Travelweek Group](#)

TORONTO — Layoffs within Flight Centre’s Canadian operations include hundreds of front-line travel agents, Allison Wallace, VP, Corporate Communications & CSR, The Americas for Flight Centre, has confirmed.

The majority were front-line agents but people in every aspect and level of Flight Centre’s business were impacted, including support at head office, Wallace told Travelweek.

Back in early June, close to three months after the Canadian government issued its global advisory against non-essential travel, Flight Centre announced that its retail model would shift to network ‘hubs’. The idea was that Flight Centre would operate with fewer physical locations, but with more people attached to them. The original plan was for 30 locations to reopen as hubs, however due to the current climate Flight Centre has readjusted that and now plans to reopen 9 hub locations moving forward.

Here is Flight Centre’s statement about the layoffs in Canada, in full:

“There were over 600 people (the majority of which were on furlough) whose roles were made permanently redundant today.

“Since the global COVID 19 pandemic began early this year we have made many hard decisions to respond to the crippling effect the pandemic has had on the travel industry.

[More news: Air Canada Vacations to add 17 more flights to](#)



Book Packages With Confidence

Extra flexibility to change or cancel • **Free COVID-19 insurance**



[Learn more >](#)

“No industry has been hit harder by this pandemic than hospitality and travel. We took these decisions in an effort to reduce our capacity to create amazing travel experiences to a level that matched demand in the COVID world.

“Restrictions on travel have been imposed by governments worldwide at an unprecedented rate. These restrictions remain in place; and clients are concerned about travel and trying to understand exactly what the risk is of visiting other places. The result is a drop in travel demand that is without comparison.

“We vigorously pursued Government assistance in Canada in an effort to access those funds to preserve jobs within the company. In Canada we had some success with the wage subsidy program (CEWS), but it has proven to only be a short-term solution.

“What this means to Flight Centre is that the ‘right size’ for us is even smaller than what we and other major companies in the industry had anticipated.

“Many of our colleagues were furloughed during the outbreak, with the hope and intention of bringing everyone back to the team when we came through the crisis.

More news: [Meliá Hotels International reopens 7 properties, more coming](#)

“However, we now realize meaningful travel recovery is going to take much longer than originally expected and it simply isn’t feasible to retain our full workforce, or even our present reduced workforce.

“What it means is that we had to further cut costs and that even more people had to be laid off or let go.

“This was an extremely difficult decision that Flight Centre treated with the utmost seriousness. Flight Centre is its people. Our culture is a people culture, one of joint efforts and



Book Packages With Confidence
Extra flexibility to change or cancel • **Free COVID-19 insurance**



Learn more >

our team members go. To let hard workers and valuable contributors go. To let friends go.

[HOME](#)[NEWS](#)[BLOG](#)[MARKETPLACE](#)[MEDIA](#)[CONTESTS](#)[SUBSCRIBE](#)

“Unfortunately, it is a necessary decision as there simply is not enough demand for us to stay at our present size. Yesterday’s very painful step was taken as a last resort, one that was required to endure and survive in our new reality.”

Tags: [COVID-19](#), [Flight Centre](#)

[**<< Previous Post**](#)[**Next Post >>**](#)

Most popular



RIU Pro combines travel agent tools in...



Private groups are big business now, says top...



Transat ranks 57th on
World's Best Employer...

[Bahamas Paradise Cruise Line to resume operations in December](#)

[Will rapid testing get air travel going again? Here's a Q&A](#)

[Govt. aid programs helpful but more assistance needed, says ACTA](#)

[Insight's eLearning program Gold Level now available](#)

[Canada-U.S. border closure extended to Nov. 21](#)

[Two more suppliers come onboard with free COVID-19 insurance coverage](#)

VIDEOS



Book Packages With Confidence
Extra flexibility to change or cancel • **Free COVID-19 insurance**



[Learn more >](#)

This is Exhibit "P" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

Wednesday, October 21, 2020 1:43 pm

[f](#) [i](#) [t](#) [l](#) [p](#)

ADVERTISE CONTACT US

[SUBSCRIBE](#)

Book Packages With Confidence
Extra flexibility to change or cancel + **Free COVID-19 Insurance**

[Learn more >](#)

Advertising

A "very painful step": Flight Centre lays off 600+ in Canada

Agency ⏰ 10-01-2020 8:45 am 🗓 Michael Pihach



Michael Pihach

Michael Pihach is an award-winning journalist with a keen interest in digital storytelling. In addition to PAX, Michael has also written for CBC Life, Ryerson University Magazine, IN Magazine, and DailyXtra.ca. Michael joins PAX after years of working at popular Canadian television shows, such as Steven and Chris, The Goods and The Marilyn Denis Show.

As the COVID-19 pandemic continues to devastate the travel industry, **Flight Centre Travel Group** took a "very painful step" on Wednesday (Sept. 30) and laid off **more than 600 employees** in Canada.

The cutbacks applied to workers whose roles were made "permanently redundant" and the majority of those let go were on furlough, Flight Centre told PAX in a statement.



THE TOP 40 TOOLS OF TTAND

TOOL # 12 VOIP TELEPHONE SYSTEM
A dedicated phone number with unlimited lines and North American calling.

Advertising

Allison Wallace, vice-president of corporate communication and CSR, The Americas, at Flight Centre Travel Group, said the move reflected one of "many hard decisions" the company has had to make in response to the crippling effect COVID-19 has had on travel.

RELATED ARTICLES

- 
 "Inspiration to overcome isolation": Ensemble talks travel marketing during COVID-19
 ⏰ 04-14-2020 4:01 pm
- 
 ACTA offering membership & certification discounts
 ⏰ 04-07-2020 3:15 pm
- 
 TICO defers fee payments for 90 days
 ⏰ 04-03-2020 3:07 pm
- 
 "We recognize the hell that advisors have been going through:" TICO's Richard Smart on voucher policy
 ⏰ 04-03-2020 11:28 am

Wednesday, October 21, 2020 1:43 pm

No industry has been hit harder by this pandemic than hospitality and travel, Wallace wrote PAX in an email. *“We took these decisions in an effort to reduce our capacity to create amazing travel experiences to a level that matched demand in the COVID world.”*



ADVERTISE CONTACT US

SUBSCRIBE

Wallace said travel restrictions have been imposed by governments worldwide “at an unprecedented rate.”

“These restrictions remain in place and clients are concerned about travel and trying to understand exactly what the risk is of visiting other places,” she said. “The result is a drop in travel demand that is without comparison.”

CEWS wasn’t enough

Wallace told PAX that Flight Centre “vigorously pursued government assistance” in an effort to access funds that would preserve jobs within the company.

She said the company had “some success” with the **Canada Emergency Wage Subsidy** (CEWS), a financial aid program that Ottawa introduced in May to help companies keep employees on the payroll during the pandemic.

The program, however, has “proven to only be a short-term solution,” Wallace wrote.

What this means

What Flight Centre is realizing is that the “right size” for the company is “even smaller than what we and other major companies in the industry had anticipated,” said Wallace.

“Many of our colleagues were furloughed during the outbreak, with the hope and intention of bringing everyone back to the team when we came through the crisis,” she wrote. “However, we now realize meaningful travel recovery is going to take much longer than originally expected and it simply isn’t feasible to retain our full workforce, or even our present reduced workforce.”

As a result, Flight Centre had to **further cut costs** and let even more people go, Wallace explained.

“This was an extremely difficult decision that Flight Centre treated with the utmost seriousness,” she said. “Flight Centre is its people. Our culture is a people culture, one of joint efforts and shared experiences. It is extremely painful for all of us to let our team members go. To let hard workers and valuable contributors go. To let friends go.”

HYATT ZIVA[®]
ALL INCLUSIVE RESORT Rose Hall

GOODBYE 2020 SALE

SAVE UP TO 60%
+ Free 24hr Cancellation

BOOK NOW

BOOK BY 12.3.2020

Advertising

HYATT ZILARA[®]
HYATT ZIVA[®]
ALL INCLUSIVE RESORTS

WORK & LEARN FROM PARADISE
NOW AVAILABLE THROUGH 2021!

FROM ONLY \$129 PP/PN
BOOK NOW

BOOK BY 12.31.2020

Advertising

Escape to Dominican Republic
and experience elevated luxury
in reduced occupancy

IBEROSTAR
HOTELS & RESORTS

Learn More

Advertising



Flight Centre's head office in Vancouver. (Supplied)

She continued: "Unfortunately, it is a necessary decision as there simply is not enough demand for us to stay at our present size. Today's very painful step was taken as a last resort, one that was required to endure and survive in our new reality."

It's happening globally

Wednesday's cutbacks were felt across the globe as Flight Centre also announced the **closure of 91 more brand shops** in its home country of **Australia**, leaving the company with a nationwide network of **332 shops**.

About 60 of those shops, however, are likely to remain "**closed and in hibernation**" for the next six to twelve months while travel restrictions remain in place.

Around **4,000 sales and support roles in Australia have become redundant** in the past six months, the company revealed.

The shop closures have been prompted by continued domestic and international border closures, which have grounded leisure travel in Australia for the past six months and led to "billions of dollars in future travel bookings being cancelled," said the company.

In a statement, Flight Centre Travel Group's Australian Managing Director **James Kavanagh** said the past six months, without question, have been "the most challenging period in our almost 40 years in business."

"Never before had we imagined – let alone faced – a scenario whereby all discretionary travel would be halted for a prolonged period," said Mr. Kavanagh.

He added that the company was "incredibly sorry" that some of its great people are not able to continue on their Flight Centre journey.

"...but we are taking steps to preserve as many roles as possible for the future, while building a smaller but stronger overall network," he said.

"Several hundred" employees in the **United States** were also let go on Wednesday, Wallace also noted.

Tough decisions

Flight Centre posted a "severe" year-end loss of \$510 million (AUD), which is roughly \$486.5 million in Canadian dollars, on Aug. 27, but also noted that its FCM Travel Solutions and Corporate Traveller brands were doing well, generating a projected annual (pre-COVID) spend of \$1.3 billion.

[ADVERTISE](#) [CONTACT US](#)[SUBSCRIBE](#)

Wallace said the decision to proceed with layoffs was ultimately made with a "heavy heart."

"We, as people, made decisions about other people who we greatly value and care about," she said. "These decisions bring us pain, but not at the level of pain experienced by those who are being let go. We are consoled only by the knowledge that this pain is temporary, that this will allow us to survive the worst of this pandemic, and someday return stronger and back on to the growth path we have previously known."

Don't miss a single travel story: [subscribe to PAX today!](#)



YOU MAY ALSO LIKE



VIDEO: "Save Canadian aviation!" Airline & travel workers march in Ottawa, demand action

⌚ 10-21-2020 10:50 am



Trudeau, Freeland say they've helped airlines already, but will do more

⌚ 10-21-2020 10:31 am

SEND US YOUR NEWS

attach file

Facebook

Twitter

This is Exhibit "Q" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

RELEASE

IN CONSIDERATION of the Additional Severance (as defined in the letter delivered with this Release), less statutory deductions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee (as defined in the letter delivered with this Release), designated below and who duly executes this Release (hereinafter referred to as the “Releasor”), on behalf of the Releasor and the Releasor’s heirs, executors, administrators, successors and assigns, hereby release, remises and forever discharges **Flight Centre Travel Group (Canada) Inc.** (the “Employer”) and its parent, subsidiary and affiliated companies, and their respective successors and assigns and their respective officers, directors, shareholders, employees, contractors and agents (hereinafter collectively referred to as the “Releasees”), of and from all manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever which against the said Releasees the Releasor now has or ever had or hereinafter can, shall or may have for or by reason of any cause, matter or thing whatsoever existing up to the present time including, without limiting the generality of the foregoing, claims or rights arising from:

1. the employment of the Releasor by the Releasees, including entitlement to expense reimbursement, wages, bonuses, overtime, commissions, statutory holiday and vacation pay, benefits (including disability benefits) and all other compensation for services;
2. the termination of such employment, including without limitation, all claims and rights under the Releasor’s employment contract, to termination notice or pay under statute and, where applicable, statutory severance pay, and to notice, including reasonable notice, or compensation in lieu under common law; and
3. any right to make complaint against the Releasees under the applicable provincial employment standards and human rights statutes in the province where the Releasor works set out in **Schedule “A”** to this Release.

AND FOR SUCH CONSIDERATION, the Releasor further covenants and agrees:

- (a) not to disclose the terms of this settlement to anyone other than the Releasor’s professional financial and legal advisors and immediate family members, on the condition they agree to treat same as confidential, or as required by law; and
- (b) not to disparage or defame the Releasees to any person or by any means.

AND FOR THE SAID CONSIDERATION, the Releasor covenants and agrees to save harmless and indemnify the Releasees from and against all claims, charges, taxes or penalties and demands which may be made by the Canada Revenue Agency or any successor thereto and all reasonable legal and accounting fees incurred by the Releasees to respond to such claim, requiring the Releasees to pay:

- (a) income tax under the *Income Tax Act* (Canada);
 - (b) employee Employment Insurance premiums; and
 - (c) employee Canada Pension Plan premiums;
- (collectively, the “Employee Contributions”),

in excess of the Employee Contributions previously withheld.

The Releasor also covenants and agrees to reimburse to:

- a) the Employment Insurance Commission for any Employment Insurance benefits; and/or
 - b) the Canada Revenue Agency/Minister of Finance of Canada for any Canadian Emergency Relief Benefits, Canada Relief Benefits or other similar benefits,

received by the Releasor which may become refundable by reason of this settlement and to indemnify and hold harmless the Employer in respect of any such liability it may be held to be under.

AND FOR THE SAID CONSIDERATION, the Releasor covenants not to commence any proceeding or make any claim against the Releasees or any person entitled to claim contribution and indemnity from the Releasees in respect of any claim released herein.

IT IS UNDERSTOOD AND AGREED that the giving of the before-mentioned consideration is deemed to be no admission of liability on the part of the said Releasees and it shall not be referred to, directly or indirectly, by the Releasor as such an admission or recognition of liability.

AND THE RELEASOR HEREBY DECLARES having fully understood the terms of this settlement and having had legal advice or the opportunity to obtain same with respect to this settlement and voluntarily accepts this settlement for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid.

IN WITNESS WHEREOF, the Releasor has hereunto executed this Release by affixing hand and seal this _____ day of _____, 20_____, in the presence of the witness whose signature is subscribed below.

SIGNED, SEALED AND DELIVERED)
by the Releasor in the presence of:)

Signature

Witness Name (*print*)

Address

)

Releasor

Occupation)

SCHEDULE “A”

Province where you work	Employment Standards Statute	Human Rights Statute
Ontario	Employment Standards Act, 2000	Human Rights Code
British Columbia	Employment Standards Act	Human Rights Code
Alberta	Employment Standards Code	Alberta Human Rights Act
Quebec	Act Respecting Labour Standards	Charter Of Human Rights And Freedoms
Nova Scotia	Labour Standards Code	Human Rights Act
Saskatchewan	The Saskatchewan Employment Act	The Saskatchewan Human Rights Code, 2018
Manitoba	The Employment Standards Code	The Human Rights Code

This is Exhibit "R" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

SETTLEMENT – JOINT STATEMENT

\$7 MILLION SETTLEMENT REACHED IN CLASS ACTION AGAINST FLIGHT CENTRE TRAVEL GROUP CANADA

Toronto – August 24, 2020

Stephen Aps and Flight Centre Travel Group (Canada) Inc. (“Flight Centre Canada”) are pleased to announce that they have reached a settlement in the proposed employment class action, *Aps v. Flight Centre Travel Group (Canada) Inc.*

In February 2019, a proposed class action was commenced against Flight Centre Canada, claiming that the company breached provincial employment standards legislation across the country by failing to track and properly compensate its travel consultants for the overtime hours they worked.

Flight Centre Canada denied these claims and has been defending this lawsuit. No determination has been made on the merits of the claims.

In July 2020, the parties entered into settlement discussions with the help of their respective counsel (Goldblatt Partners LLP and Norton Rose Fulbright Canada LLP) and an agreed-upon mediator. Following a mediation, the parties reached a settlement, which is subject to court approval.

Pursuant to the terms of the settlement, Flight Centre Canada will pay \$7 million CDN to the class, inclusive of legal fees, disbursements, administrative expenses and an honorarium to the plaintiff, to be distributed to class members, with each member’s respective portion to be calculated based on factors including their length of employment and province of work. In addition, under the terms of the settlement, Flight Centre will be implementing a new timekeeping system for recording and tracking overtime hours.

Employment standards legislation varies across the country, and the distribution of funds will take these differences into account by providing greater relative compensation to those in provinces with lower overtime thresholds and will also recognize that British Columbia’s legislation contains a unique exemption from overtime pay for commissioned salespeople.

Pursuant to the terms of the settlement, the class will give Flight Centre Canada a comprehensive full and final release. This settlement, which is subject to court approval, will fully and finally resolve the litigation.

“I am proud of this settlement and what it achieves for Flight Centre’s travel consultants,” said Representative Plaintiff Stephen Aps. “As anyone who has worked in the travel industry knows, the work of travel consultants is hard, and often involves putting in long hours to meet the needs of their clients. I am particularly pleased that under the settlement, Flight Centre will implement a new timekeeping system for recording and tracking overtime hours that will ensure employees are properly compensated.”

Flight Centre Canada President John Beauvais stated that: “We are pleased to be able to put this litigation behind us as we respond to the challenges facing the travel industry caused by COVID-19 and prepare to welcome our clients back to travel. More than ever, our clients will need travel consultants to guide them in their bookings. We will continue to comply with applicable employment standards legislation governing hours of work and overtime to maintain our reputation as an employer of choice for motivated travel consultants while ensuring that they are fully compensated for all of their hard work.”

More details related to the proposed settlement are available at www.flightcentreclassaction.com

Media inquiries:

Joshua Mandryk

Goldblatt Partners LLP

416-979-6970

jmandryk@goldblattpartners.com

Allison Wallace

VP, Corporate Communications & CSR

Flight Centre Travel Group (Canada) Inc.

allison.wallace@flightcentre.ca

This is Exhibit "S" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

THE STAR

This copy is for your personal non-commercial use only. To order presentation-ready copies of Toronto Star content for distribution to colleagues, clients or customers, or inquire about permissions/licensing, please go to: www.TorontoStarReprints.com

BUSINESS

Travel agents reach \$7-million settlement in class action against Flight Centre

By The Canadian Press

Mon., Aug. 24, 2020 | 1 min. read

TORONTO - Flight Centre Travel Group Inc. has reached a \$7-million settlement in a proposed class action lawsuit against it by its Canadian travel agents.

The case began in February 2019, when a plaintiff claimed the Australian company's Canadian wing failed to properly compensate its agents for overtime, breaching provincial employment standards.

Flight Centre Canada has denied these claims and no ruling was made on them.

Under the settlement, the \$7-million payout will include legal fees, administrative expenses and an honorarium for each class member based on their province and length of employment.

Flight Centre will also implement a new timekeeping system for logging and tracking overtime hours.

The deal, reached after mediation, is subject to court approval.

"As anyone who has worked in the travel industry knows, the work of travel consultants is hard, and often involves putting in long hours to meet the needs of their clients," plaintiff Stephen Aps said in a statement. "I am proud of this settlement and what it achieves for Flight Centre's travel consultants."

"We are pleased to be able to put this litigation behind us as we respond to the challenges facing the travel industry caused by COVID-19 and prepare to welcome our clients back to travel," said Flight Centre Canada president John Beauvais.

Travel agents who were members of the class action number "in the thousands," said Joshua Mandryk, the plaintiff's lawyer.

This report by The Canadian Press was first published Aug. 24, 2020

YOU MIGHT BE INTERESTED IN...



CANADA WORLD BUSINESS INVESTING OPINION POLITICS SPORTS LIFE ARTS DRIVE RE

Travel agents reach \$7-million settlement in class action against Flight Centre

TORONTO

THE CANADIAN PRESS

PUBLISHED AUGUST 24, 2020



2 COMMENTS



SHARE



BOOKMARK



00:00

Voice 1x



Flight Centre Travel Group Inc. has reached a \$7-million settlement in a proposed class action lawsuit against it by its Canadian travel agents.

The case began in February 2019, when a plaintiff claimed the Australian company's Canadian wing failed to properly compensate its agents for overtime, breaching provincial employment standards.

Flight Centre Canada has denied these claims and no ruling was made on them.

Under the settlement, the \$7-million payout will include legal fees, administrative expenses and an honorarium for each class member based on their province and length of employment.

Flight Centre will also implement a new timekeeping system for logging and tracking overtime hours.

The deal, reached after mediation, is subject to court approval.

Your time is valuable. Have the Top Business Headlines newsletter conveniently delivered to your inbox in the morning or evening. [Sign up today](#).

© Copyright 2020 The Globe and Mail Inc. All rights reserved.

351 King Street East, Suite 1600, Toronto, ON Canada, M5A 0N1

Phillip Crawley, Publisher

Flight Centre settles class-action suit

Workers to receive \$7M payout over unpaid overtime

SARA MOJTEHEDZADEH
WORK AND WEALTH REPORTER

Flight Centre employees will receive a \$7 million pay out after the travel giant settled a nation-wide class action over unpaid overtime.

The suit filed last year alleged the company “regularly required” employees to work beyond their scheduled hours but instituted “unlawful” overtime policies that shortened them out of payment and changed them out of payment and often in-

volves putting in long hours to meet the needs of their clients.”

In a statement, Flight Centre Canada president John Beauvais said the company was “pleased to be able to put this litigation behind us as we respond to the challenges facing the travel industry caused by COVID-19 and prepare to welcome our clients back to travel.”

Beauvais said the company would “continue to comply” with provincial employment laws and “maintain our reputation as an employer of choice for motivated travel consultants while

FLIGHT CENTRE continued on B6

creasing inclusion is an urgent es at York's business school.

SCHWEITZER

instead of what they count."

But Concord lawyer Gruber called it "a fusion" that Concord discarded the original construction purchase.

The company is buying back them so it can subject so it can construction finance to finish the project court. Without them bankable," he said. "If we don't have uptake of the market essential,"

said Gruber. many more whole projects marketed. He disputed the claim of the Clovers, saying million and fully sue damage profit in that \$190

Pay goes to staff who worked 2010 and on

FLIGHT CENTRE from B1

ensuring that they are fully compensated for all of their hard work," Beauvais said. Flight Centre, a global travel retail company, was founded in Australia — where its overtime policies have also received legal scrutiny.

As previously reported by the Star, the class action launched by Toronto-based law firm Goldblatt Partners alleged Canadian employees like Aps were paid a base salary of \$27,000 a year and averaged between 45 and 50 hours of work. The claim said consultants were routinely denied overtime pay and time off in lieu. Under Ontario law, employees

must receive time-and-a-half when they work more than 44 hours a week. As part of their standard employment contract, Flight Centre employees were required to sign averaging agreements and excess weekly hours of work agreements — legal tools that reduce employers' overtime obligations, the statement of claim alleged.

Aps said he was "particularly pleased" the settlement included changes to Flight Centre timekeeping policies.

The lawsuit initially sought \$100 million in damages. The settlement funds will be distributed to travel consultants across the country who worked for Flight Centre from 2010 onward. Compensation will be weighted based on where in Canada employees worked:



ANDREW FRANCIS WALLACE TORONTO STAR FILE PHOTO
ANDREW FRANCIS WALLACE TORONTO STAR FILE PHOTO

those in provinces with stronger overtime protections will receive relatively more money.

This is Exhibit "T" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

STATEMENTS IN SUPPORT OF SETTLEMENT

1. Laura Cote
2. Ashley Buchanan
3. Candy Multakmaki
4. Elizabeth Sanfillippo
5. Kyle Muckian
6. Alanna During
7. Ellen Charalambous
8. Patrick Munn
9. Fauzia Ashad
10. Gena Lyne Davidson
11. Lynette Kelly
12. Shawna Smith
13. Trevor Sawatsky
14. Carey Paulusma
15. Carter Buan
16. Chelsi Baker
17. Christina Saxton
18. Liz Goodbrand
19. Gustavo Inciarte
20. Jenn Franzen
21. Jennifer Burton
22. Jessica Campbell
23. Jessica Piche
24. Kate Perrier
25. Leah Martel
26. Lee Vey
27. Lisa Parkinson
28. Lisa Persaud
29. Luke Chambers
30. Marta Nahaczewska
31. Micah Hermes
32. Ricky Panchal
33. Sameer Ismail
34. Shannon LaRose
35. Stephanie Cowton
36. Talia Young
37. Ty Hunt
38. Yvonne Ng
39. Vanessa Madore

Tanya Atherfold

From: Laura Cote <laurakcote@gmail.com>
Sent: October 29, 2020 3:16 PM
To: Tanya Atherfold
Subject: Proposed Settlement - Submission

Hello Tanya,

My name is Laura Cote and I was a Flight Centre employee from 2007 through 2014. I was employed in the provinces of Ontario and British Columbia during this time.

I motion for approval of the proposed settlement.

I feel that (ex)employees have been through enough and we all deserve to put FC behind us forever. I can attest that everything in the Class Action regarding compensation is 100% accurate, among many other amoral actions.

I support this settlement as it is true Flight Centre enforces the following UNPAID scenarios:

- forced after hours events
- forced weekends away
- forced overtime
- forced to work holidays
- forced to pay out of pocket for company errors

Flight Centre owes millions of compensation to their employees both past and present.
I intend to attend the hearing remotely on November 9th to approve the Proposed Settlement.

I am very thankful to Mr Aps and the lawyers for bringing to light what thousands of emotionally abused employees were unable to do; ask for what is legally owed to them.

Laura Cote

Tanya Atherfold

From: Ashley Buchanan <ashleebuchanan@hotmail.com>
Sent: October 28, 2020 10:20 PM
To: Tanya Atherfold
Subject: Settlement Statement - November 9, 2020 Aps vs Flight Centre Travel Group

Date: October 27, 2020

Hello to whom it may concern,

My name is Ashley Buchanan and I worked for Flight Centre for 5 years, starting back in 2011. I started off as an International Consultant and progressed to a Team Leader. I thoroughly enjoyed my time working at Flight Centre. I was well aware of the pay structure when I was hired, and at the time I was fine with it. However I was told that a work life balance was one of the company's mottos, and I just never experienced that. I did expect some longer hours at the beginning, especially with learning all their systems. I however ended up never getting off work at my scheduled time in 5 years. Sometimes it was because I was booking, but most of the time it was office work that needed to be done, or training, or getting quotes out. We were highly encouraged and evaluated monthly on the number of bookings we did and the money we transferred. We needed to take as many clients as possible in a day, so that no client that reached out to Flight Centre would book elsewhere, or try to price match us. This meant a lot of the time that you were working late and working unnecessarily. There were countless days per week that I easily worked 3 to 4 hours of overtime to just catch up and keep up with numbers.

I do support the proposed settlement to be compensated for unpaid overtime hours by Flight Centre. This is because Flight Centre was aware of the hours worked by staff and there were no systems put in place or practiced to make it better or balanced. Our salary and commission was not enough compensation for all the hours worked that took me away from my family. There were better measures that should have been in place to help staff keep up with volume and the quotas they so drastically wanted us to hit.

I did love my job, it just was life consuming rather than being something I could enjoy and do well to pay the bills.

I am unable to attend the settlement hearing because I reside in BC. I thank you for your time in reading my statement.

Sincerely,

Ashley Buchanan

Tanya Atherfold

From: Candy Multamaki <candycanemultamaki@gmail.com>
Sent: October 28, 2020 7:23 AM
To: Tanya Atherfold
Subject: Flight Centre Class Action

My name is Candy Multamaki.

I have worked at Flight Centre from July 2002 to Nov 25, 2020. (The end of my termination notice).

I will not be attending the Class Action court date.

I am writing this email to explain why I believe we deserve this settlement.

I want you to know that I love Flight Centre. I love the people that I worked with and I don't want to hurt them or the company in anyway. Flight Centre gave me many great opportunities during my 18yr career with them. I believed in their philosophies and I know FC believed in me - or I would not have stayed for 18yrs.

But ...

I do believe that they need to be held accountable on the issue of "forced" and unpaid overtime. By forced I am referring to the monthly Buzz Nights that I had attended over the years. Until recently, attendance was non-negotiable. If you were on a morning shift, you attended. There was no excuses and if you didn't attend, well, you answered to the Area Leader. They were absolutely mandatory. Food was scarce at most of them. By the time you arrived, sometimes driving close to an hour in each direction, there was nothing left. It made for a very long day. The worst part was that the Buzz Nights were sponsored by wholesalers like RBC, Manulife, Air Canada etc so they became mini training sessions that we were never compensated for. Even though these events were only once a month, going to them created great anxiety and friction within ourselves, and the store.

For unpaid overtime, staying with clients was just branded as part of the job. Or so I was made to believe. My Team Leads always said to me "just consider it a job well done" and Area Leaders always told me that if you stayed and made commission off of a booking, then you were paid. (Not exactly in those words, but the meaning was the same). I always found this disturbing but didn't push too hard as I didn't want to rock the boat. During the summer, we didn't have to worry too much about overtime. But in the winter months, some of us put in 10-14 hour days. Yes we worked hard for our clients and made commissions but we were never acknowledged (paid) by Flight Centre for that work. If you left when your shift ended, some team leads would question your commitment to your job. You began to feel guilty when your colleagues stayed to help clients and you went home. So you began to stay and work.

I think a lot of what we as employees ignored festered within us. We became resentful. We felt guilt and fear if we said anything. Not so much fear for losing our jobs. But fear that we would be questioned about our motives and commitment. So we just complied and moved on.

Some employees did question everything to Area Leaders and head office, but were given the same answers, it's just part of the job. The final answer we always received was that it was just part of the job.

Tanya Atherfold

From: Lily Sanfilippo <lilysanphilly@gmail.com>
Sent: October 28, 2020 11:01 AM
To: Tanya Atherfold
Subject: Statement- Elizabeth Sanfilippo

Writing this statement took no convincing. It is finally an opportunity to have my voice heard regarding the unjust and wrong doings Flight Centre committed during my time of employment and continues to commit with current employees.

Elizabeth Sanfilippo

I support the proposed settlement for a number of reasons listed below.

I can not tell you how many lunch breaks I missed because I was sitting with a client. How many times I stayed late because I took a phone call 3 minutes before my shift ended. Then had a walk in after I hung up, that turned into a booking. The work, the research, the dedication it took to be an excellent travel manager was not possible within a 44 hour work week. It's not that I wanted to stay to work overtime but that I was required to do so in order to fulfill my duties as a travel manager employed by Flight Centre.

- “Buddy checklist” after each and every booking. Being a top seller for our shop as a “newie” this kept me in office hours after my shifts ended to make sure all the paperwork was processed properly.
- Not to mention any error you made. With a booking, reservation, payment, hold times. A booking doesn’t just put itself on hold when it’s time to go home. If you left that to sit you would lose the booking and be dealing with a very upset client.
- mandatory morning meetings that occurred weekly at the Fairview Mall Kitchener location. (Even if you were not scheduled to work that day you were still expected to show up for the duration of the meeting to avoid disciplinary action.)
- Buzz nights- these occurred anywhere surrounding the GTA. Meaning sometimes we were required to drive an hour there and an hour back. Plus the 3 hours spent at the event. ALL UNPAID (however gas was refunded if you submitted a claim in a timely fashion and it was approved, sometimes it wasn’t).
- Team meetings, similar to buzz nights but only your direct team attended. (Fairview mall) Flight Centre seemed to think free alcohol and shared platters was payment for over worked hours.
- All expense trips paid to top sellers was not a reward or a holiday. My time in Mexico was scheduled with morning meetings, property showings, and mandatory events to the point that I resigned shortly after for not being granted permission to visit the Mayan pyramids from my area leader.

- “mandatory” with Flight Centre meant if you went against the companies contract there was silent retaliation. The time you wanted off for your sister’s birthday got denied and you were closing the shop Friday night and opening Saturday morning.
- I left this one to the end because this was probably the one that stuck out the most to me. Supplying my personal phone number to clients so I could be reached out of office. Vice President Gavin Miller made this mandatory. Refusal cost you your global incentive, meaning even being a top seller you would not qualify if your personal number was not available to clients.

Unfortunately I will not be attending the hearing.

Please let me know if you need any other information provided.

Kind regards

Elizabeth Sanfilippo

Tanya Atherfold

From: Kyle Muckian <kmuckian@yahoo.com>
Sent: October 27, 2020 2:15 PM
To: Tanya Atherfold
Subject: Reasons in support of Flight Centre Settlement

Dear Counsel,

As requested, I am providing a statement in support of the proposed settlement between Flight Centre and the class members of this case.

My Name is Kyle Muckian. I support this class action and settlement for the following reasons

1. On many nights I stayed late or came in on days off to help clients finish up bookings for travel.
2. I Was asked by the company to give out my personal cell number in order to further help clients during my days off.
3. Flight Centre benefited monetarily from all the extra work I put in on my days off or after my scheduled work day had needed to help these clients with their booming needs on their schedule, not my standard working hours.
4. I was given no monetary compensation for all
The extra hours I put in on my days off or after my shift had ended to help make Flight Centre more money.
5. The company did not want to pay overtime wages, so I was never compensated for any of these hours that I worked to benefit the company monetarily

For these reasons I believe the class action and subsequent settlement is justified and should be accepted by the court.

I am unable to attend the hearing as I am based out of Calgary and am still working.

Kind Regards,

Kyle Muckian

Tanya Atherfold

From: Alanna During <aduring34@gmail.com>
Sent: October 30, 2020 6:51 PM
To: Alanna During
Cc: Tanya Atherfold; Joshua Mandryk
Subject: Re: Statement

I forgot to mention that I was also expected to come in for weekly meeting that took place on my scheduled day off.

Sent from my iPhone

> On Oct 30, 2020, at 7:46 PM, Alanna During <Aduring34@gmail.com> wrote:

>
> Alanna During
>
>

> I very much support the proposed settlement. I worked at Flight Centre from October 2014 to August 2019. During my employment I attended mandatory unpaid weekly meetings, mandatory monthly "Buzz Nights" which are a sort of awards ceremony as well as monthly "shop socials." All of these mandatory events were unpaid and outside of our regular scheduled work hours. I signed a contract when I was hired informing me that I would be expected to regularly attend these extra curricular activities.

>
> Additionally, the travel industry provides many trainings often outside of work hours which we were expected to attend. In my first year, I was very young and I was just happy to be at the beginning of my career. The longer I stayed the more I understood how wrong all of this unpaid time was. When I would tell my family that I had to wake up early, drive to the office for one hour, then drive home only to have to come back in for my shift that started 2 hours later every week and I wasn't being compensated for it, they were shocked. The longer I stayed the more fed up I became.

>
> Not only was I expected to fulfill all of the extracurricular obligations I already mentioned, I was also expected to stay late if I was on hold with a supplier or for a ticket to be completed. Because of the nature of the business, it can take hours working with suppliers to come to a resolution and we were not permitted to leave until it was done. The management would use intimidation and say things like "put your big girl pants on" if you spoke out about having to stay late to fix an issue for a client. Honestly, I wouldn't have minded staying late to solve problems for customers if I wasn't also expected to attend all of the other unpaid extra curricular obligations.

>
> When I had been at Flight Centre for about 2 years, they began encouraging us to give out our personal cell phone numbers to our clients. It was not mandatory like the unpaid weekly meetings, monthly Buzz Nights, shop socials and trainings, but strongly recommended. The contract I signed at the beginning of my employment stated that Flight Centre would never issue a scheduled raise. They explained that this was because we worked on commission so ideally as our business grew, so too would our pay check. This resulted in agents feeling pressured to be available to their clients 24/7 so that they could make as much money as possible. I will not go into detail about how this created a toxic atmosphere but I will say that it was rooted in a scarcity mind set was deeply unsettling to everyone whether they are ready to admit it or not.

>
> I tried to estimate for you all of the extra hours I put in over my five years with Flight Centre and I genuinely have no idea. Certainly hundreds based on the weekly meetings alone. Working at this company absolutely had negative impacts on my mental health and overall well being. The good news is that I work for another travel agency now and none of the practices that Flight Centre claimed were standard for the industry are expected of me. I am expected to attend supplier trainings but I am properly compensated for this time. If I have to stay late to solve an issue, I am given

equal time in lieu. There are no unpaid meetings or forced socialization hours. I am very happy that Flight Centre is finally being held accountable for taking advantage of it's employees.

>

> I live in Nova Scotia so I will not be attending the hearing.

>

>

>

> Sent from my iPhone

Tanya Atherfold

From: Ellen Charalambous <ellen.charalambous@gmail.com>
Sent: October 30, 2020 10:51 AM
To: Tanya Atherfold
Subject: Flight Centre Class Action - My Statement.

Hi Tanya,

My name is Ellen Charalambous, and I had received an e-mail from Joshua Mandryk, regarding the class action lawsuit. I would like to submit why I am for the settlement.

Name: Ellen Charalambous

Will I be attending the hearing: Unfortunately, I will not be attending the hearing.

Reasons why I am for this settlement:

- Overtime not paid. The shop would close at 6, I would continue to work until 8-10pm daily, to only be in the office at 8:30am the next day. Without compensation of lieu hours, or overtime paid.
- Worked on days off, to reach targets and commissions.
- Worked at other stores on my days off, to receive an extra \$100 (pre tax) into my paycheque, to pay my bills/rent/mortgage.
- Paid less than minimum wage.
- Worked for other people's clients, and never received the commissions, as the client was originally someone else's who was in the shop for numerous years.

I am in favour of this settlement. During my time with Flight Centre, they did not track or compensate overtime hours that were worked. The targets were unattainable. Employees would miss out on events (personal and professional) to reach their targets. I believe that the employees, past and present, should be acknowledged and compensated in one way or another, for their time.

Should you require any additional information, please do not hesitate e-mail me.

Thank you,
Ellen Charalambous

Tanya Atherfold

From: Patrick Munn <pjmunn11@gmail.com>
Sent: October 27, 2020 2:45 PM
To: Tanya Atherfold
Subject: Flight Centre Travel Group (Canada) Inc. Class Action

To whom it may concern,

My name is Patrick Munn and I am a former employee of Flight Centre Canada. I worked for the company as a travel agent in Toronto for approximately 4.5 years. I am happy to support the proposed settlement as I feel it is fair and also so that we may all move forward from this.

Due to concerns over Covid-19 I will not be attending the court hearing.

Thank you and stay safe.

Kind regards,

Patrick Munn
416-707-5918

Sent from my iPhone

Tanya Atherfold

From: Joshua Mandryk
Sent: October 28, 2020 2:13 PM
To: Tanya Atherfold
Cc: Natai Shelsen; Charles Sinclair; Nadine Blum; Melanie Anderson
Subject: FW: Flight Centre Class Action Lawsuit

See below. Think this was meant for Tanya.

From: Fauzia A <Fauzia_Ashad_Ali@hotmail.com>
Sent: October 28, 2020 2:05 PM
To: Natai Shelsen <nshelsen@goldblattpartners.com>
Cc: Joshua Mandryk <jmandryk@goldblattpartners.com>
Subject: RE: Flight Centre Class Action Lawsuit

Fauzia Ashadali
2 Hermitage Blvd.
Markham, Ontario
L6E 2H5

Wednesday, October 28

To Whom It May Concern,

This is to write and inform you of my support in regards to the class action lawsuit filed against Flight Centre for the discrepancies that existed between hours worked and hours recorded on pay stubs.

I worked with Flight Centre between the Years of 2007-2009 approximately. In that time, although I had been hired based on a 9-5 schedule, there was an expectation that you arrived 30mins to an hour prior to your shift ready to go, catch up on emails, and any work that's undone from day prior. Once your shift was completed, there was a pressure for you to stay and complete invoices, contracts, reservations for customers and answer emails. It was constantly reiterated that if you wanted to earn more than salary (Salary = \$1000 a month), higher commission, and be successful in your position, or for see growth in status, you MUST input more hours and time, even though that practice lacked any form of monetary compensation, and overtime pay from the company. There were also monthly meetings/ recognition meetings, which were unpaid, and mandatory for you to attend which included attendance of employees of Flight Centre in the regional demographic. In return lots of alcohol was served, and food as a way to compensate individuals' compliance and a method of brainwashing them to conclude alcohol = compensation. (I did not, do not drink so for me it was unnecessary and unfulfilling evening I'd rather spend at home.)

Initially when I began working with Flight Centre, I worked at the Yonge and Sheppard location. At this location, I had quite a rift with the manager, as her expectations and demands were unheard of in all the years I've worked in Canada. She expected long hours (unpaid), working on other agents' files with zero compensation, a rude and verbally abusive behaviour, as well as drinking of alcohol during business hours at place of employment. Within months I quit, and expressed my distaste with Regional Manager, for which I received an apology and transfer to a different location.

Second location I worked in was the Forest Hill location, on Spadina Road. At this location, the ethical treatment of me as an employee was much improved, however the practice of working long hours, unpaid was an expected practice which continued throughout the remainder of my career with Flight Centre.

As a previous employee, I support this claim against Flight Centre, in its entirety, because as a young employee I was taken full advantage of by the company and worked many many hours for which I was unpaid without any monetary compensation. In addition, this practice should be fully shunned upon, as it does take advantage of the vulnerability of individuals who are looking for work to earn an honest living and work hard in the Canadian economy.

Thank you for giving me the opportunity to voice my experience, and for supporting my rights.

Fauzia Ashadali

Tanya Atherfold

From: Gena Lyne Davidson <gena_lyne_davidson@hotmail.com>
Sent: October 29, 2020 6:25 PM
To: Tanya Atherfold
Subject: Statement for Flight Centre Class Action

To whom it may concern, sorry this is long.

My name is Gena Davidson and I worked in the Dixie Mall branch of Flight Centre Canada in Mississauga Ontario.

During my time there, I have worked more overtime than I ever have had in my working career(even when I owned my own business). There were many ways that the overtime accumulated and was not just down to the clients staying late (which did happen). At this location my Manager would book trainings and meetings in the morning as the location was in the mall. I would have to come in on days off, when I worked the evening shift and or come in early for the morning shift and there was no missing it as we would be told off by my manager or there might be some form of retaliation when the schedule was done. Also, the Head office knew that they were closing our location, so for 6 months we were understaffed with 4 fulltime and 1 part time employees to fill a 10 am-9:30 pm day, often that would mean we were 3 for the whole day during the busy all-inclusive season. There was a 3-week period we were only 2 all day as people were taking holidays and days off. Additionally, we would have to do so much after a client left (if they even left before you were supposed to finish your shift) that I would often stay at least an hour after every shift as it was expected that we have it all done so that there are no discrepancies in the accounting, taking a break was very hard and it was never the 1hr that we were given unpaid. It was very overwhelming and the more confident in selling I would become then later and later I would be staying as I had more clients to file. Finally, as a Newbie (our title) we were expected to attend the buzz nights on our own time as someone from the store should be present. Sometimes these were 4-5 times a year but in my last year they tended to almost be monthly.

Now all this lieu time would have been worth it if the pay even came close in reflecting it but before the lawsuit, we were getting paid less than minimum wage and then our commission. Our commission was on a tier system which is normal, but we had so many fees that would come out of my commission that it was a struggle to make it to a tier where you were actually earning enough to survive more than paying rent etc. We would have ticketing fees, flights with no commission, credit card fees and Price changes, for example I sold a \$12500 holiday with insurance etc which would have obtained over half of my target with one client, but I had over \$1000 taken off due to CC fees because I had to run it through the shop machine. Another example which happened often to all new people, in the beginning I would sell a flight that was offered in our system and actually be -\$75 because of no commission and my manager was too busy to walk me through transactions in my first months to find the best path. All that cult style rah rah cheer cheers about high commissions, was false or only happened after years of building your client base and knowing how to work a tragic system for the perks.

If you ever asked about taking lieu time it was often met with a laugh and the words "You! I have so much lieu time that I never take" from the managers. Everyone started at my level so it was insinuated that they did it and so should I. The boiling point came when one night I had a client come in and it was a \$3000

commission for me and it is just insinuated that we get the client when they are there or else, we might lose the sail. She stayed 2 hrs after my shift and then I had to process payment and the flights where there was an issue, I ended up staying till 3 am in the morning when I should have been finished at 6 pm. I did not receive much support from my team leaders but fortunately I did from my colleague so stayed up to make sure I got home. After many frustrated tears everything was sorted out as the clients were leaving the following evening, my team leaders said nothing to me, and I received no time in lieu as it was seen as being my fault. After that day I did not come to the morning meetings if I was off and take time in lieu if my manager was not working that day as we started to do that between colleagues.

I did move to a different shop when dixie was closed and it was a much less hostile environment, but the company ethics are the same; part of the job is to work those hours for the sake of commission, and that you do not leave unless all the administration is done. My manager was easier on this and allowed us to take some lieu time but then she would experience the unpleasantness from her boss. Towards the end of January 2020 our area leader came in and looked at us with accusing eyes and asked, "Why do we think that sales are lower than last year" there were various reasons that we said and then I interjected and said "Well this Corona Virus that is in the news is really affecting us as people in the area are older and Asia is one of the places that is frequently booked here". She looked at me and said I shouldn't even be bringing up viruses such as Covid or Zika and told my boss I/we were being negative and making excuses.

Overall, my experience was extremely negative at flight centre and the training that is given in no way supports the role. We had only one week of training as the first week was all propaganda meant to rally the troops. In no way did they set us up to succeed or teach us about all the systems that we would be using. We would have to learn that on the job from colleagues that were already over worked and busy building their own clientele , this led to very unpleasant working experiences from my class of Sept 2018 until present and the employee retention would speak for that.

I hope that I helped the case in some way as it is only right to those employees that have broken their backs, neglected their families for a company that kept cutting wages whenever they could. I wholeheartedly agree with the class action suit as this type of work environment has to stop.

Gena Davidson

PS. I will not be attending on the day.

Tanya Atherfold

From: M & L Kelly <kellys14@rogers.com>
Sent: October 28, 2020 1:53 PM
To: Tanya Atherfold
Subject: re Flight Centre

Hi! My name is Lynette Kelly and I worked for Flight Centre Canada from November 28, 2005 until January 2019 (including 2 maternity leaves of 1 year) at the Cambridge Centre location in Ontario

I am 100% in support of this lawsuit. As a team leader, I spent the last day of every month in the store after hours doing "month end" for over 10 years

Before I'd submit documents, I'd have my Area Leader messaging me, asking if I've done EVERYTHING to find more profit. It was an expectation that you did month end and dealt with the hours.

Consultants who weren't at their targets at month end were STRONGLY encouraged to work on their time off to hit their target

On many many occasions we were told that working late is our own fault for having poor time management, or else if we stayed late to book a client, the commission was our compensation.

We were forced to attend monthly 'buzz nights' - attendance was mandatory if you weren't in the shop but you did not get time compensation.

If you were sent on a conference, you were forced to use a vacation day if you were travelling on a 'work day' (basically anything FC could do to compensate themselves for the cost of the conference is how it felt)

For example, I got back from Macau at 3am and was expected to be at work at 11am or else use a vacation day.

I can NOT attend the hearing in person, I have a broken right ankle and can't get around easily at all, but I would attend via video if that's possible.

Lynette Kelly

Tanya Atherfold

From: Shawna Smith <shawnasmith9101@gmail.com>
Sent: November 1, 2020 12:36 PM
To: Tanya Atherfold
Subject: Flight Centre Class Action Lawsuit

Hello,

I am writing to you today because I was just made aware that I can participate in the Flight Centre Class Action Lawsuit. I was employed by Flight Centre Canada between March 2016 and December 2019. I understand that I was supposed to submit this to you on Friday but I never received any correspondence via mail and I didn't know I could register online as I am no longer employed at Flight Centre.

I support the class action for a number of reason, but the main reasons are:

- Many unpaid overtime hours
- Emotional abuse

During my time working at Flight Centre, unpaid overtime was very common. During my interview, I was told by an Area Leader that it's expected that we stay late to make a sale and it's part of the job. I always thought that was strange but once I actually started the job, I understood. My manager at the time, would give "time in lieu", but in secret so that upper management would not find out. Once I became a manager, I did the same.

In 2019, the store that I had started at closed permanently and I was moved to a nearby store where they operated as per upper management rules. The store was grossly understaffed for my first few months, there was more than one occasion where I stayed until 10:30pm and my shift had ended at 9pm. Breaks were practically non-existent, despite me telling them when I started there that lunch breaks were important to me and I needed to take them. I would often not have my break covered until almost the end of my shift.

The schedule was always made to support management and their social lives, this would leave anyone working the closing shift with only one other person and this was usually our busiest time, which again resulted in overtime. I would tell customers that we can't take anyone past 8:30pm but I knew that if anyone from management found out, I would be reprimanded.

After 6 months, I couldn't handle the stress, the politics or the overtime anymore and I sought out new work. I thought I was going to work at Flight Centre for the rest of my life but moving to a new store with management that obeyed the culture at Flight Centre Canada, it proved difficult to continue working there.

I hope you will consider my statement for court. My contact information can be found below, please let me know if you have any further questions.

All the best,

--

Shawna Smith (she/her)

Interior Design Student @ BCIT

Tour Consultant @ EF Tours

/

778 697 9442

<https://www.linkedin.com/in/shawna-jessica-smith/>

Tanya Atherfold

From: trevor sawatsky <trevor.sawatsky@gmail.com>
Sent: November 2, 2020 10:34 AM
To: Tanya Atherfold
Subject: Flight Centre – Statement in support

Hello,

My name is Trevor Sawatsky and I am happy to provide a statement in support of this case.

Flight Centre would frequently require extra time after the 40 hours of full time work in every year I worked there (from 2007 to 2018). To start, a 40 hour week was rarely all the time spent in the store/office etc. Nearly every week would incur more than 40 hours a week, about an extra hour a day, just to finish up (average). There was never any additional pay, additional time off. If you ever brought this up to any superior, they would tell you the same thing every time. "This is part of your contract". I have read every contract I have had with them, not sure they were being honest when they said it. It seemed like that was just a thing they always said and nobody questioned. If you pushed it, then it would be frowned upon and your reputation would come across as if you were not a team player. I can't say this would inhibit any growth/promotions in the company, however once they have the impression that you're not a team player, it wouldn't go further than that. I know, as I was a manager in several brands and this exact topic would be discussed when considering new hires/promotions.

On top of the overtime that was "required", there were also mandatory events every month and in some departments/roles more than once a month. These would be hosted after work (usually at a restaurant or bar) and require a minimum of a few hours for everyone. These were called "Buzz nights". A lot of staff had no interest in going to these events, but were told it was mandatory and part of your contract.

There were additional things that were mandatory, held outside of business hours. These were things like supplier training, workshops, trade shows, meetings and client events.

There were mandatory annual conferences during this time, some times bi-annual for some departments. These were typically held over a week or weekend, with very little personal time in between. These conferences were full days in meetings, followed by mandatory socializing/dinner followed by a party. Plenty of times this included travel after your shift on a Friday, returning late on Sunday evening, with full expectations of working your normal shift Monday, without any lieu time or additional pay. I can only assume, but I think they got in trouble for this, as I recall near the end of my career with Flight Centre, they said these conferences were no longer mandatory. However, like earlier, if you chose not to attend, you would be deemed not a team player and it could affect your future.

Finally, the worst of it all was something called "The emergency phone". This was a 24/7 cell phone that was mandatory to carry around for a week at a time and rotated every 4th to 5th week. This phone would ring constantly after we were done our full shift that day and all day Saturday/Sunday. We would have to be available, on top of our 40 hour + work week to be on call for a week straight. This phone would ring (on average for my teams - varies for different teams) about 10-15 times a week. Each call could range from 30-90 minutes on average. No matter how many hours you worked the day or week before (in the office and on the emergency phone) you were still expected to do your full shift of 8.5 hours, plus whatever overtime you needed to finish your day. This would also require you to avoid anything where you couldn't drop everything, pull out a laptop and assist. This basically hindered your social life for a week at a time. These were the worst works of my career. I had colleagues who were afraid to shower because they thought they wouldn't hear the phone ring and would get into trouble. This is an example of how stringent they were with this 24/7 requirement to the business. All that being said, being on this phone came with a small boost in pay. They gave us \$250 per week to essentially be available from 5pm - 8:30am every weekday and the entire weekend. Basically every hour outside of the full time hours. That is about 120 hours each week you needed to be available to work, making it about

\$2/hour to be on call. There were times I nearly contacted the BC labour board, but I knew this would only hurt my career, so I never did.

I am not sure if this is exactly what you're looking for, but i am happy to help where i can.

Please let me know if you have any questions or if you needed any part of this cleared up a bit.

Lastly, I currently live in BC, so it doesn't seem likely that I would be able to attend the hearing. However, if I lived nearby, I would have volunteered to attend (or if you're flying people in/putting them up to give their statement, I would consider it).

Cheers,

-Trevor Sawatsky.

604-762-1815

Tanya Atherfold

From: Carey Paulusma <careypaulusma@yahoo.ca>
Sent: October 29, 2020 2:36 PM
To: Tanya Atherfold
Subject: Flight Centre Class Action Suit

My name is Carey Paulusma and I support the Proposed Settlement. While working for Flight Centre I was required to work well beyond my scheduled hours on most days that I worked. Especially during our busiest seasons. Their reasoning is that we were making money booking (commission), even if the time was spent on just enquiries with no bookings. We were never given lieu time or compensated for any overtime. It was very stressful especially after commuting to the office an hour each direction. It was a reason why I became unhappy with the job. Loved the actual work, but hated not being able to plan my life around the job as there was no work life balance. Trying to leave work at 5pm (if working a 9 to 5 shift) to get to a dinner was near impossible. Working a 10 - 12 hours was nothing abnormal.

I will not be able to attend the hearing unfortunately.

Hope this information is what you guys need.

Tanya Atherfold

From: Carter Buan <carterbuan@gmail.com>
Sent: October 27, 2020 1:59 PM
To: Tanya Atherfold
Subject: Statement In Support of Aps v. Flight Centre Travel Group (Canada) Inc. Class Action

Good morning,

I, Carter Buan, am writing to provide my statement in support of this class action.

While I was employed at Flight Centre Travel Group (December 2015-March 2019), the company and management did not adhere to Alberta labour laws regarding overtime, holiday pay, and meetings outside scheduled working hours. It was expected that staff hit their monthly sales targets at any cost, including working unpaid overtime without regular breaks, and working stat holidays without compensation in accordance with provincial labour law. Attendance at staff and company meetings was mandatory, and they were regularly scheduled outside regular working hours without compensation. While it is nearly impossible to estimate a dollar amount or how many hours were worked under these circumstances, I know it is considerable and firmly believe every participating employee is entitled to substantial arrears.

Since the approval hearing is scheduled during my current regular work hours, I cannot guarantee my attendance but will make every effort to participate. Please let me know how I can contribute further.

Thank you,

Carter Buan

DJ Services • carterbuan@gmail.com
Travel Management • carter.buan@gemstonelogistics.com
Mobile • 780 803 2120

My name is Chelsi Baker, I was employed with Flight Centre from November 11th 2018 to September 20th 2019 in Calgary, Alberta at the Mission location.

During my time at Flight Centre I was expected to work many overtime hours, many days of the week. The salary you received while working for Flight Centre was exceptionally low, therefore causing me to seek other part time employment to be able to make ends meet and pay my bills each month. This was extremely difficult due to the fact that I was scheduled at Flight Centre from 10AM-6PM Monday to Friday, but I would sometimes have to stay there until 10PM with no extra compensation for my time. I ended up not being able to hold another job as my hours at Flight Centre were always uncertain, which resulted in me falling in to debt.

Mandatory “buzz nights” where we were expected to sit through 3 hour meetings to talk about the company and where each store was at in terms of sales goals with no compensation for your time aside from food and drinks were a weekly occurrence, as well as after work presentations from representatives from the companies we were selling multiple times per week.

Unfortunately I will not be able to attend the hearing as I will be working.

Tanya Atherfold

From: Christina Saxton <tina.saxton@stageandscreen.ca>
Sent: October 28, 2020 1:12 PM
To: Tanya Atherfold
Subject: Flight Centre – Statement

Hi there,

My name is Christina Saxton. I support the proposed settlement. I have worked for the company for 17 years and have never been paid for the hundreds (if not thousands) of overtime work I have done since 2003 so I am FOR this settlement.

I do not plan to attend the hearing as I live in Vancouver.

Thank you,
Tina.

CHRISTINA SAXTON

Team Leader



Office: +1 778 370 1971

tina.saxton@stageandscreen.ca

980 Howe Street, 7th Floor, Vancouver BC V6Z 2A8 CANADA

After Hours Emergency Assist: +1 604 235 5780

Last trip: Thailand

Years in the industry: 16

Countries visited: 32

Favourite city: Barcelona



The health and well-being of our customers is our top priority.
Please visit our coronavirus updates page for the latest.

[READ MORE](#)



Tanya Atherfold

From: liz goodbrand <elgoodbrand9@gmail.com>
Sent: October 27, 2020 1:33 PM
To: Tanya Atherfold
Subject: Statement for Flight Centre Class Action

Hi Tanya,
Please see the below for my information for the lawsuit.

Name: Elizabeth Goodbrand

Statement: I support the settlement. We were indeed expected to work more hours without financial compensation or time in lieu, especially from 2010 - 2015. It was compulsory to attend trainings and events outside of work hours and we were expected to not complain about it because we would get drinks or food for free and that was supposed to be our compensation, I guess. When you were experienced and had to train newies - if the new person ended up not being able to finish their work or a booking on time you had to stay with them. At one point I was pregnant and staying until 11 pm to help, with no lieu time and no payment, 2 hours later than my shift. We were set up to work 8.5 hours shifts as well, with 1 unpaid half an hour lunch break and 2 paid 15 minute breaks but NO ONE ever took the breaks and we were forced to keep the shifts at that length of time; that un-taken break time over the course of a decade adds up to be a crazy amount. So I fully support this settlement. Hopefully moving forward a work-life balance will continue to be encouraged.

I will not attend the hearing as I do not live in Toronto.

Thank you, please let me know if there is anything further you need from me.

Take care,

Liz Goodbrand

Tanya Atherfold

From: Gustavo Inciarte <mrgustavoinciarte@gmail.com>
Sent: October 27, 2020 2:41 PM
To: Tanya Atherfold
Subject: APS V. FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.
Attachments: APS V. FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.docx

Hi Tanya, I hope you are having a wonderful day.

I am writing to add my voice to the class action lawsuit.

I worked in Flight Centre Travel Group (Canada) in British Columbia from April 2016 to October 2017. Attached you will find my statement.

Let me know if there is anything else I can do to help.

Cheers,
Gustavo,

APS V. FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

My name is Gustavo H. Inciarte Romero, and I worked in Flight Centre Travel Group (Canada) in British Columbia from April 2016 to October 2017. I worked at the West Georgia location in Vancouver.

During my time in the company, I worked overtime almost every day; it was expected from us to arrive early to get ready for our day and to remain in our offices until all our files and bookings have been completed, which in most cases included: waiting for the ticketing department to issue tickets, waiting on the phone with the airlines to make requests on behalf of clients, finalized invoices, payments, and accounting procedures, emailing travel documentation to clients and more.

Tickets and bookings, in general, must be issued within hours. Otherwise, the prices could change, and there is something more challenging than calling your clients to let them know that prices have gone up, and we have to start a new process all over again. There were many complications related to the booking procedures; attention to detail was vital.

While staying late was not forced, it was part of the company culture. I felt the pressure to work as much as I could to please my superiors. Otherwise, I would have been framed as a travel advisor who does not possess dedication or was not meeting the standards of the company. This silent implication often took a hefty toll on my emotional and physical well-being. We were all under a lot of stress to meet our monthly targets (cost of seat) to keep our jobs. Working extra time was seen as a necessary measure to succeed. I felt obliged to stay late because everyone else did.

Working too many hours led me to burnout, fatigue, and stress. For a long time, I felt that I did not have a set work schedule because all I knew was when I started working in the office; I never knew when I would be leaving. I recalled working many nights alone at the office after all my colleagues have left because I had to finalize my files, and my colleagues have to do the same some other nights.

We also were expected to work overtime to attend training events, weekly early morning staff meetings, and socials events such as the monthly "Buzz night."

I support the proposed settlement because I do firmly believe that Flight Centre owes compensation to all front sales task force for unpaid hours; working overtime should always be met with some form of compensation, and we all worked extra time.

**GUSTAVO H INCIARTE
705-1110 Cardero street
Vancouver, BC, V6G-2H4
Phone:778-988-7857**

Tanya Atherfold

From: Jenn Franzen <jennfranzen@hotmail.ca>
Sent: October 27, 2020 1:29 PM
To: Tanya Atherfold
Subject: Re: Invitation to provide statement in support of settlement in Aps v. Flight Centre Travel Group (Canada) Inc. class action

Hello

My name is Jennifer Leigh Franzen.

When I started at Flight Centre in 2007, I was Jennifer Leigh Berndt.

I am in support of the proposed settlement.

I worked very many hours of overtime from 2007 - 2015, of which none of it was paid as we were on salary. Sometimes I would be there as late as 11pm when my shift was supposed to be done at 5pm. If our shift was over at 5pm, and a client walked in, we were encouraged to stay late and help them. A consultation could take anywhere from 20 minutes to a few hours depending on the nature of the quote. We also had Buzz nights afterhours which were mandatory to attend, and not considered as part of our hours. Same as all the afterhours Supplier Training nights we would go to. They were mandatory to attend, and also not considered part of our hours. When I was Manager of the Robson location, I would let my staff bank their overtime, and when they hit 8 hours, they could take a day in lieu. I had to do it on the sly and make sure my Area Leader did not find out as it was not ok to do that.

I do not intend on attending the hearing.

Thank you!

Tanya Atherfold

From: Jennifer Burton <thejenburton@gmail.com>
Sent: October 30, 2020 9:53 AM
To: Tanya Atherfold
Subject: Flight Centre Class Action

Name: Jennifer Burton

I started at Flight Centre in 2009 at the Eaton Centre location and then moving to Groups at Yonge & St Clair, later moving into Stage and Screen until I left in 2015.

When I was hired it was made clear to me that if I need to work late to finish my work, we do not get paid overtime because it must mean we are working to make money and we will make more commission.

I would attend Buzz nights, conferences and work trade shows never with any time compensation. For the most part, I enjoyed these parts of the job, but when there were nights I was not feeling up to it, i was reminded that buzz nights were mandatory.

I remember in 2010 or so Flight Centre had clearly gotten into a situation where they changed all of our contracts stating that if we worked longer than our scheduled hours then we would have to submit a request for lieu time. You had to get approval from your area leader and then enter the lieu time into the time off tracker. By two separate area leaders I was told not to log it. I don't recall if they flat out told me I could not claim the lieu time or just implied it, but there were very few circumstances in my 3 years in retail that I was given the lieu time, of ever it was by my team leader and went unrecorded.

When I was in Stage and Screen, the same thing was implied, don't log lieu time, but thankfully I had a team leader who recognized how hard we worked and allowed us time off when we requested it. That being said I was in no way compensated for the hours I worked which is why I inevitably left the company. I would work from 8:30am until 10pm a few nights a week and I would say I was "off early" if I got out of work by 6:30 or 7pm. I was never alone in those late nights either. There were always at least two or three of us.

Uncapped commissions are great in theory, but you can only do so much work and meet the demands of head office and offer quality customer service.

I will not be able to attend the hearing in person, but look forward to hearing the resolution.

Sincerely,
Jennifer Burton
Kitchener, Ontario

Tanya Atherfold

From: Jessica Campbell <mauijes@icloud.com>
Sent: October 28, 2020 3:15 PM
To: Tanya Atherfold
Subject: Attention Tanya

Good Afternoon,

Thank you for giving me the opportunity to make a statement

I will not be able to attend in person as I am located in Winnipeg

What I can say in regards to overtime during my four years at Flight Centre Polo Park in Winnipeg was that it was simply the culture of the company and our store. We were expected to stay until the work was done, period, full stop. If we had a booking to do, we had to stay till it was done. There were countless nights I was there till late into the night or was in starting early in the morning. It was very difficult to make plans on days that I worked as I never knew if I would be able to leave on time. And as has been stated, this time was all unpaid.

I do not want to sound like a disgruntled employee. I loved my time at Flight Centre. I have made friendships there that have continued to this day. However, just because someone loves their job, does not mean they shouldn't be compensated for their time there. And when so much of our salary depended on commission sales, we were clearly expected and incentivized to stay as long and late as needed to try and reach those targets, as trying to make ends meet on our base salary alone was nearly impossible.

I am glad to see that all of mine and my colleague's endless hours of overtime is now going to be compensated for, whatever that looks like. I know the hours can never truly be tracked, but it's good to see that Flight Centre is at least acknowledging that compensation is due to us.

I hold no grudges against Flight Centre. Honestly, I would work for them again if the pay structure was adjusted to reflect what we are worth. Sadly, in this current climate, we no longer have any brick and mortar shops in Winnipeg.

Thank you for contacting me and letting me put in my two cents. I know I will never be able to calculate the number of hours and days and weeks that I put in unpaid, but as I said, I'm glad they are accepting responsibility for how they chose to run their shops. It should not be allowed to continue in this model. If we have to be at work, we should be compensated for that time.

If you need anything else, please let me know

Regards,

Jessica Campbell

Tanya Atherfold

From: Jessica Piche <jessicaksenia@gmail.com>
Sent: October 29, 2020 9:46 AM
To: Tanya Atherfold
Subject: Statement in support of settlement- Flight Centre

Hello,

Please let me know if you require any further information.

Jessica Piche

I agree with the settlement offer. I feel Flight Centre failed to comply with legislation. The company failed to accurately record our hours of work in order to avoid paying employees overtime.

While I learned many skills through working with this company, I do not feel they compensated our time accurately or fairly. I did not feel I had a choice in working overtime hours and feel this settlement helps to compensated for some of my time.

Last, I will not be attending the settlement hearing.

Thank you,

Tanya Atherfold

From: Kate Perrier <katemperier@gmail.com>
Sent: October 29, 2020 8:20 PM
To: Tanya Atherfold
Subject: Flight Centre Class Action - Kate Perrier
Attachments: Class Action.pdf

Good evening,

Thank you for your email. I have attached my statement.
Please feel free to contact me if you have any questions or concerns.

Many thanks for your time and consideration.
We appreciate your support of us.

Kind regards
Kate Perrier

416 706 1236

Kate Perrier

I support the settlement approval of this class action lawsuit. Though I did not originate this complaint, I am grateful to those with the conviction to stand up to a corporation that was taking advantage of it's workforce. I dedicated over nine years, not the longest or the shortest of tenures compared to others, but I took pride in the job we did for our clients. Being a travel consultant is about making the booking process as easy as possible for clients so they can make life long travel memories, that was the main focus. I felt that we were exploited by the company's executive and leadership because of this dedication.

I won't be able to come on the 9th November. If I didn't have a 1 year old I would be there.

Tanya Atherfold

From: Leah Martel <leahmartel92@gmail.com>
Sent: October 27, 2020 3:17 PM
To: Tanya Atherfold
Subject: Flight Centre Settlement

Hi,

My name is Leah Martel and I had received a letter notifying me of the action against Flight Centre. I worked with Flight Centre from Dec, 2015 to 2017 as a travel agent. I did have concerns while under employment with Flight Centre about frequently working unpaid hours and having to attend the monthly mandatory buzz nights and shop socials. I would like to know if I would be a candidate for this settlement and if so, what further information is required of me.

If you would be able to contact me by phone or email as to what to do next that would be greatly appreciated.

Thank you,
Leah Martel
416-738-5477

Tanya Atherfold

From: lee vey <lee.a.vey@gmail.com>
Sent: October 28, 2020 9:32 PM
To: Tanya Atherfold
Subject: Statement

I was a travel agent at Flight Centre for 5.5 years. It was great fun at times and A LOT of work most times. We used to work until the early morning hours trying to get quotes and bookings done trying to hit our commission targets.

So not only were we working monstrously long days, add to that the stress of not reaching your targets and feeling the pressure to give more and more with nothing left to give. A coworker of mine and I sat down once during this time and figured out what the hourly wage would be if we weren't on salary and the amount was shocking, under \$6/hr.

In my opinion there should be no company that puts that much pressure on a front line agent that they are working for the cost of a McDonalds Meal per hour. Not only that, we would give it everything we had, but if we weren't top numbers for the month our area leader would barely look at us come buzz night. Nothing worse than feeling like someone you respect and admire, treats you like you're worthless.

Our pay was so inadequate, I lived in a tiny basement with my brother at the time and within a year of being at Flight Centre i had to file bankruptcy. I was getting so many collection calls that I couldn't do anything about, I had no choice. I know I could have gotten another job, but honestly the people I worked with were fantastic people in the same boat as me. I enjoyed the customers and the new experiences I could get from FAM trips and product nights and such that I stayed against my better judgment. There was always the promise from the corporate office that things would get better and they were going to roll out another "incentive" that would make us more satisfied. Nothing significant ever came of that.

Flight Centre needs to recognize that the people they hire LOVE the company and would sacrifice a lot to be a part of that world. But they need to hold the agents to the same standard that agents hold Flight Centre, that was never the case all they cared about was making money with markups and service fees. I understand that a business that isn't trying to make money would fail, but did it have to be at the expense of the employees sanity and dignity.

Tanya Atherfold

From: Lisa Parkinson <parkinson.lisa@mail.com>
Sent: October 27, 2020 1:01 PM
To: Tanya Atherfold
Subject: Statement

To whom it may concern;

My name is Lisa Parkinson. I worked for flight Centre for 2 years from 2017 to 2019. I am in complete support of this lawsuit claim regarding the lack of overtime pay offered to flight Centre agents. It was made known to me by the Office in Toronto during my training AND my store manager, that overtime pay was not an option. I was expected to work on off days, be on-call for clients at all hours of the night, and to stay late after my shift to finish business or take care of new clients walking in.

Never was I ever compensated for the immense hours I spent with clients or working on their proposed trips. I was told my commission would be compensation enough. I was also required to attend regular staff meetings with no overtime paid.

Please feel free to contact me for any clarification or further statement at 416-805-9706.

Regards,
Lisa Parkinson

Sent from my iPhone

Tanya Atherfold

From: Lisa Persaud <lisa.n.persaud@gmail.com>
Sent: October 28, 2020 10:20 AM
To: Tanya Atherfold
Subject: Statement in Support of APS V. Flight Centre Travel Group

Class member name: Lisa Persaud

Statement: I support this proposed settlement. I worked a FCTG from September 2016 to January 2018 and was frequently required to work overtime without appropriate compensation, lieu time or breaks and was denied after requesting any form of break, overtime pay or lieu time.

I believe this is illegal and unfair and no company should be allowed to treat their employees this way.

I will be attending this hearing if it will be held remotely.

Kind regards,
Lisa

Sent from my iPhone

Tanya Atherfold

From: Luke Chambers <luke@hotdbarber.ca>
Sent: October 29, 2020 6:40 PM
To: Tanya Atherfold
Subject: Member statement for flight centre class action

Hi Tanya

I hope you are well. I wanted to provide the following email as an official statement to be used in the flight centre case.

My name is Luke Chambers, I was employed by Flight centre Canada from May 2011 to August 2016. During my time with this company I held three roles, international travel consultant, assistant team leader and account manager (flight centre business travel).

I predominantly worked from a Mall shop in Kingston Ontario. I wholeheartedly feel this case is justified as the expectation was to work beyond your scheduled shift because it was a customer focused role and also with the added commission on sales made, there was a corporate culture to wow the client and go above and beyond for them.

I mention that as you were always made to feel that staying late beyond your paid hours was going to result in higher commission payouts, unfortunately not every late night resulted in a booking. It could be dealing with a client emergency or providing a price match to a client who wanted to beat the company's lowest price guarantee policy which resulted in the agent making little to no commission for the extra time worked.

I personally refused to sign an unpaid overtime agreement roughly In 2012/13 as back then I felt it was wrong to make people sign their work rights away.

All in all, most 8 hour shifts would run into 10/12 hour because of the companies expectation and target focused remuneration, they instilled and actually used the Moto "what gets done, gets rewarded " which to me says if you stay late you get paid but ultimately you didn't.

I hope this helps with the Case.

Luke Chambers

Tanya Atherfold

From: Marta Nahaczewska <m.nahaczewska@outlook.com>
Sent: October 29, 2020 5:31 PM
To: Tanya Atherfold
Subject: Statement for Proposed Settlement

My name is Marta Nahaczewska.

I support the proposed settlement.

While working at Flight Centre, I was never paid over time. During the busy winter season at Flight Centre, I would stay after work to help clients weekly without compensation. This also happened from time to time during the less busy summer season. We were told that if we did end up staying after work (ie. one or two hours), that we could take the one or two hours in lieu the following week. When the following week would come, there was never a good time to take the time in lieu because it was always so busy. The time in lieu was never scheduled.

We were also never told to take our paid breaks. When working 8.5 hours x 5 days a week, I would get one unpaid half hour break and no paid breaks. This amounted to an additional 2.5 hours of work every week that I was not paid for.

Unfortunately, I cannot attend the hearing as I will be working that day.

Thank you for your time,

Marta Nahaczewska

Tanya Atherfold

From: Micah Hermes <hermesgreen5@gmail.com>
Sent: October 27, 2020 3:11 PM
To: Tanya Atherfold
Subject: Approval of settlement offer

Hello,

I am in favour of accepting the settlement offer. I believe it is fair compensation for the extra hours put in over the years by me and my coworkers. I do not intend to attend the approval hearing. Thanks!

Micah Hermesmann



Virus-free. www.avg.com

Tanya Atherfold

From: rpanchal <rpanchal@live.ca>
Sent: October 28, 2020 5:02 PM
To: Tanya Atherfold
Subject: Ricky Panchal

Hello,

My name is Ricky Panchal and this letter is in support of the settlement agreement.

We as employees have worked tirelessly for Flight Centre for years without compensation and deserve this greatly.

I do not intend to attend the physical hearing.

Thanks.

Sent from my Samsung Galaxy smartphone.

Tanya Atherfold

From: Sameer Ismail <sismail@gmail.com>
Sent: October 29, 2020 6:05 PM
To: Tanya Atherfold
Subject: Re: Flight Centre Class Action

Dear Tanya,

I am writing as I am a former employee of Flight Centre and believe that I am a member of the class you represent. Another Flight Centre employee (my former store manager), forwarded the Notice to me, as I did not receive it personally. Given proximity to the deadline, I thought I should send this message to you today. Please advise if you need to receive it in a different format.

My name is Sameer Ismail. I was employed as an International Travel Consultant at Flight Centre Metrotown, in Burnaby, BC from 2010 to 2011. During that time, we were informed that we were effectively salaried employees expected to work our 40-hour shifts, but on many occasions, and oftentimes with the encouragement of Flight Centre management, I was encouraged to work longer hours in order to meet sales targets. At no time as I ever offered overtime pay, time off in lieu, or other arrangements to compensate for or otherwise balance off additional hours worked. With that in mind, and hopeful that I might be able to receive at least some portion of the money I was rightfully owed but never paid, I am opting into the class and accepting the terms of the settlement. At this time I do not intend to attend any hearings in person.

If you require further information from me, or require that I provide my statement in a different format, please advise me of the same at your earliest convenience.

Warm regards,

Sameer N Ismail
e: sismail@gmail.com
m: 778.322.2026

Tanya Atherfold

From: Shannon LaRose <shannonlarose29@hotmail.com>
Sent: October 27, 2020 3:39 PM
To: Tanya Atherfold
Subject: Flight Centre Class Action

Hey there,

My name is Shannon LaRose, and I worked for flight Centre from 2008 until 2015.

I 100% support this proposed settlement.

I live in Airdrie, AB -- Therefore will not be at the hearing.

Thanh you!

Shannon LaRose

Sent from my Samsung Galaxy smartphone.

Tanya Atherfold

From: Stefanie Cowton <scowton@hotmail.ca>
Sent: October 30, 2020 6:25 PM
To: Tanya Atherfold
Subject: Aps vs. Flight Centre Travel Group Canada statement of support

Hello Tanya,

Please find my statement below. I hope it isn't too late!

I, Stefanie Cowton, was employed with Flight Centre Travel Group Canada between 2013 and 2016. I support the settlement wholeheartedly. I can confirm that we were forced to work overtime hours almost every working day without compensation. We were also required to attend work related meetings and social gatherings outside of working hours and also did not get paid for our time. I plan to attend the hearing on November 9, 2020 to show my support for this settlement.

Thank you,

Stefanie Cowton

Tanya Atherfold

From: Talia Young <taliayoung2014@gmail.com>
Sent: October 27, 2020 1:12 PM
To: Tanya Atherfold
Subject: Statement

I'm writing to have my statement included for consideration of the proposed Flight Centre settlement. I worked as a retail consultant, assistant manager and a manager for Flight Centre from 2002-2016. I worked what was likely thousands of hours of unpaid overtime. Typically, I'd work an extra several hours per day, times that by 15 years!

The retail culture was such that in order to be successful, it was expected that you help customers for all of the hours of your shift (and then some, oftentimes!), then when the store closed, you were to begin your accounting, invoicing, respond to all your emails, processing the bookings and any other admin (as well as cleaning the office). I was lucky to be home before my young son went to bed in the evenings. Meetings were also unpaid. Generally there were weekly meetings, as well as longer monthly ones.

I often thought about how at banks or other offices, agents were able to stop taking customers so that they could accomplish their admin, before moving on to the next customer. Flight Centre didn't want anyone to have to wait for service so the employees suffered by working incredibly long days and just continuing to help customer after customer. Due to the nature of the industry and the deadlines associated with finalizing admin that same day, unpaid overtime was a regular occurrence. It was not conducive to having a family or much of a life outside of work so most employees became close friends with those they worked with since they spent so much time together.

I hope this information is helpful to gain some insight into things. Thank you for your consideration.

Tanya Atherfold

From: Ty Hunt <tyhunt29@gmail.com>
Sent: October 28, 2020 4:49 PM
To: Tanya Atherfold
Subject: Aps v. Flight Centre Travel Group (Canada) Inc. class action

Good afternoon,

I received a email regarding a class action lawsuit, please see attached.

The Class Member's name; Ty Hunt

I support this class action lawsuit because there were times I would have to go into the office on my own time to help a client and not get paid for it. There were times where I had to stay late and work on a file which was not paid for. We were never paid for our own time.

Confirmation of whether the Class Member intends to attend the hearing to approve the Proposed Settlement. No

Tanya Atherfold

From: Yvonne Ng <yvonne.ng@flightcentre.ca>
Sent: October 29, 2020 1:20 PM
To: Tanya Atherfold
Subject: Flight Centre Statement

Hi there,

My name is Yvonne Ng. I support the proposed settlement. I have worked for the company for 17 years and have never been paid for the hundreds (if not thousands) of overtime work I have done since 2003 so I am FOR this settlement. I do not plan to attend the hearing as I live in Vancouver.

Thank you,
Yvonne



YVONNE NG

Team Leader
Flight Centre West End



Office: +1 604 682 5621 | Toll Free: +1 855 450 9499



Cell: +1 604 779 1234



1051 Davie Street
Vancouver BC V6E 1M5
Canada



After Hours Emergency Assist: +1 844 873 5491



I'm only a call, text or email away!

FLIGHT CENTRE Business Travel

Years in the industry: 8

Countries visited: 33

Favourite Destination: Honolulu

Next trip: Prince Edwards Island



FLIGHT CENTRE TRAVEL GROUP™

The health and well-being of our customers is our top priority.

Please visit our coronavirus updates page for the latest.

[READ MORE](#)



Tanya Atherfold

From: Vanessa Madore <vanessa_madore@rogers.com>
Sent: November 2, 2020 9:52 AM
To: Tanya Atherfold
Subject: Flight Centre Class Action

My apologies for the delay and I understand that this may not be accepted.

I, Vanessa Madore, support the proposed settlement of this class action towards Flight Centre Travel Group (Canada) Inc. I worked for Flight Centre for 16 years (2004-2020). Overtime never felt voluntary- actions taken against those who did not participate were both punitive and selective.

I will not be able to attend the hearing to approve the Proposed Settlement.

Thank you for all your efforts.

Kind Regards,

Vanessa Madore

STATEMENTS IN OPPOSITION OF SETTLEMENT

1. Lilliane Gosselin
2. Jaime Schreier
3. Brianne McNulty
4. Ellen Choi

Tanya Atherfold

From: Lili Gosselin <lili.gosselin@corporatetraveller.ca>
Sent: October 26, 2020 2:53 PM
To: Tanya Atherfold
Subject: APS v. FLIGHT CENTRE TRAVEL GROUP (CANADA) INC

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

My name is : Lilianne Gosselin. I have been an employee with the FCTG since August, 2007. I am writing to document my reason to why I am **opposing** the proposed settlement.

I strongly deny the allegations that Flight Centre Travel Group CAN. owes compensation to members of this Class for unpaid hours of work, including overtime hours. In my 13 years with Flight Centre Travel Group, never have I ever felt that I was expected to work more than I wanted to. Any overtime I chose to put in, was my decision and any extra work I did, was for personal monetary gain and I was paid well for it. Never have I felt I was under compensated for hours worked. In my time with the company, I have changed role multiple times and I have always felt that I am/have been paid a fair amount of money for my time and effort. I am truly grateful for the experiences this company has granted me. I built a successful career, made lifelong friendships and created priceless memories. I have been given many chances to see the world, I have traveled to countries/venues/places I would never have been, without FCTG. I would not be where I am, or who I am today without the FCTG.

I will not be attending the hearing.

Thank you,

Lilianne Gosselin.



LILI GOSSELIN
Client Relationship Manager

 +1 780 236 0940
 Corporate Traveller
 10357 109 st, Suite 310
 Edmonton Alberta T5J 1N3, Canada



CORPORATE TRAVELLER™
bring an expert on board

ABOUT ME:
Countries visited: 16
Favourite city: Cannes

 *bring an expert on board*



REFER US AND BE REWARDED

Traveller Resource Hub

We've put together a number of useful resources such as handy checklists, FAQs and links to travel providers detailing their health and safety measures.

[CLICK HERE](#)

CPBC #2790 | TICO #4671384 | OPC #702971

Tanya Atherfold

From: Charles Sinclair
Sent: October 30, 2020 9:50 AM
To: Tanya Atherfold
Subject: Fw: Inquiry from Flight Centre Settlement

From: Inquiry <inquiry@trilogyclassactions.ca>
Sent: October 13, 2020 7:10 AM
To: Charles Sinclair <csinclair@goldblattpartners.com>
Cc: Joshua Mandryk <jmandryk@goldblattpartners.com>; Nadine Blum <nblum@goldblattpartners.com>
Subject: FW: Inquiry from Flight Centre Settlement

Charles,

FYI.

Paul

From: Jaime Schreier <webform@wethink11.com>
Sent: Friday, October 9, 2020 4:53 PM
To: Inquiry <inquiry@trilogyclassactions.ca>
Subject: Inquiry from Flight Centre Settlement

Name: Jaime Schreier
Email: schreierjaime@gmail.com
Phone: (250) 702-6508

Message:

The settlement amount is insanely low. To boot, as with EVERYTHING FC related, there's hidden fees that ultimately cut the settlement in half. From charging US for a client using cc, to...ugh. This is just...so on brand. Flighties who worked for them since 2008? That's thousands, if not tens of thousands. The settlement should be 100m and they should pay ALL fees separate from the settlement amount.

Visitor Data	
Type	Non-PPC
Source	[none] ([none])
Keyword	[none]

Sent by 50.92.88.156 on 2020-10-09 16:52:57 EDT

Tanya Atherfold

From: Brianne McNulty <Brianne.McNulty@corporatetraveller.ca>
Sent: October 27, 2020 11:46 AM
To: Tanya Atherfold
Subject: APS v. FLIGHT CENTRE TRAVEL GROUP (CANADA) INC
Attachments: optout.jpg
Importance: High

Hello,

My name is Brianne McNulty. I have been an employee with the FCTG since May 2002. I am writing to document my reason to why I am opposing the proposed settlement.

I deny the allegations that Flight Centre Travel Group CAN. owes compensation to members of this Class for unpaid hours of work, including overtime hours. In my 18+ years with Flight Centre Travel Group, never have I ever felt that I was expected to work more than I wanted to. Any overtime I chose to put in, was my decision and any extra work I did, was for personal monetary gain and I was paid well for it. Never have I felt I was under compensated for hours worked. I am truly grateful for the experiences this company has granted me. I built a successful career, made lifelong friendships and created priceless memories. I have been given many chances to see the world, I have traveled to countries/venues/places I would never have been, without FCTG. I would not be where I am, or who I am today without the FCTG.

I will not be attending the hearing.

Thank you,
 Brianne McNulty

I have attached the opt-out form, completed.



BRIANNE MCNULTY
Assistant Manager

📞 +1 604 495 8769 | Toll Free: +1 844 495 8769
📍 Corporate Traveller
 15149 56th Avenue, Unit G101, Panorama Village
 Surrey BC V3S 9A5, Canada
⚠️ After Hours Emergency Assist: +1 778-338-6359



CORPORATE TRAVELLER™
bring an expert on board

ABOUT ME:

Countries visited: 10
Favourite city: Cinque Terre, Italy

 bring an expert on board

Traveller Resource Hub

We've put together a number of useful resources such as handy checklists, FAQs and links to travel providers detailing their health and safety measures.

[CLICK HERE](#)

CPBC #73971 | TICO #4671384 | OPC #702971

Tanya Atherfold

From: Ellen Choi <ellen.choi@hotmail.com>
Sent: October 28, 2020 3:00 PM
To: Tanya Atherfold
Subject: RE: Invitation to provide statement in support of settlement in Aps v. Flight Centre Travel Group (Canada) Inc. class action

Hi Tanya,

As a past employee of FCTG Canada for more than 5 years I oppose the settlement reached for 7M. I do not believe that the compensation would even scratch the surface of what the class members are owed for the actions carried out by Flight Centre Travel Group Canada Inc. I had to deal with pain and suffering for many years due to their negligence and treating employees poorly. I do not plan on attending the hearing to approve the proposed settlement.

Please let me know if I will be kept updated with this case regardless of where I stand with the settlement proposal.

Should you require anything else from me please do not hesitate to contact me.

Regards,

Sung Eun Choi

This is Exhibit "U" referred to in the
affidavit of Joshua Mandryk, sworn
before me, this 2nd day of November, 2020



A Commissioner for Taking Affidavits

Goldblatt Partners LLP

Summary of Time/Fees and Disbursements

Aps v. Flight Centre Travel Group (Canada) Inc. / CV-19-641755-CP

FEES				
<i>Lawyer</i>	<i>Year of Call</i>	<i>Hourly Rate</i>	<i>Hours</i>	<i>Fees</i>
James K. McDonald	1978	\$800	1.0	\$800.00
Ethan Poskanzer	1979	\$800	1.0	\$800.00
Steven Shrybman	1981	\$800	37.1	\$29,680.00
Steven Barrett	1985	\$800	0.3	\$240.00
Fiona Campbell	1990	\$600	0.6	\$360.00
Susan Philpott	1990	\$600	7.4	\$4,440.00
Charles Sinclair	2000	\$600	110.4	\$66,240.00
Clio Godkewitsch	2002	\$600	17.3	\$10,380.00
Christine Davies	2009	\$525	1.4	\$735.00
Nadine Blum	2006	\$525	127.8	\$67,095.00
Kirsten Mercer	2007	\$525	14.5	\$7,612.50
Jody Brown	2010	\$525	5.9	\$3,097.50
Mariam Moktar	2013	\$500	95.3	\$47,650.00
Joshua Mandryk	2015	\$450	387.4	\$174,330.00
Kiran Kang	2016	\$375	14.8	\$5,550.00
Sarah Rostrom	2018	\$350	1.1	\$385.00
Emily Li	2019	\$350	17.3	\$6,055.00
David Sworn	2020	\$300	13.5	\$4,050.00
Melanie Anderson	2020	\$300	44.6	\$13,380.00
Student	-	\$250	46.8	\$11,700.00
Law Clerk	-	\$200	132.1	\$26,420.00
TOTAL:			1077.6	\$481,000.00

DISBURSEMENTS	
<i>Description</i>	<i>Amount</i>
Agency Fees	\$584.75
Court Fees*	\$540.00
Courier	\$40.06
Corporate Searches*	\$95.50
Corporate Searches	\$415.96
Conference Calls	\$27.62
Legal Research	\$150.00
Media/Website	\$2,949.33
Mediator (Joel Wiesenfeld)	\$9,000.00
Meals/Transportation	\$199.20
Miscellaneous	\$192.19
Notice of Hearing (Trilogy Class Actions)	\$19,500.00
Photocopies	\$173.50
Process Servers	\$305.00
Subtotal	\$34,173.11
HST	\$4,359.89
TOTAL	\$38,533.00

* Non-Taxable

Aps
Plaintiff

Flight Centre Travel Group (Canada) Inc.
v.
Defendant

Court File No.: CV-19-00614755-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF JOSHUA MANDRYK
(SWORN NOVEMBER 2, 2020)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2
Fax: 416.591.7333

Charles Sinclair LS#: 43178A
Tel: 416.979.4234
Email: csinclair@goldblattpartners.com

Nadine Blum LS#: 52772G
Tel: 416.979.6971
Email: nblum@goldblattpartners.com

Joshua Mandryk LS#: 68823D
Tel: 416.979.6970
Email: jmmandryk@goldblattpartners.com

Lawyers for the Plaintiff