

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*

**AFFIDAVIT OF STEPHEN APS
(Sworn October 29th, 2020)**

I, Stephen Aps, of the City of Brampton, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the representative Plaintiff in this action. I have direct knowledge of the matters to which I depose in this affidavit. Where the information in this affidavit is not based on my direct knowledge, but is based upon information and belief from other sources, I have stated the source of that information and I believe that information to be true.
2. This affidavit is in support of an Order certifying this action as a class proceeding, approving the proposed settlement of this action, approving the distribution protocol, approving class counsel fees and disbursements, and approving an honorarium to me as the representative plaintiff.

BACKGROUND

3. The class is comprised of the following individuals:

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

4. While class counsel and I had initially believed at the time that this action was started that there were approximately 10,000 people in the class, we discovered through the course of litigation that there are slightly less than 5,000 people in the class.

5. I worked at Flight Centre as a Travel Consultant from April 2014 to January 2015.

6. The procedural history of the action, the settlement negotiations, the nature of the settlement and the reasons for counsel's recommendation of the settlement are all set out in the affidavit of Joshua Mandryk (the "Mandryk affidavit"), a lawyer with Goldblatt Partners LLP ("class counsel"), filed on these motions. In addition, the Mandryk affidavit sets out the efforts to bring the Notice of Certification and Settlement Approval Hearing to the attention of class members. I have read the Mandryk affidavit in draft form and I agree with its contents.

7. A copy of the retainer agreement dated February 19, 2019 pursuant to which I retained class counsel is attached to my affidavit as **Exhibit "A"**.

SETTLEMENT APPROVAL AND DISTRIBUTION PROTOCOL

8. I instructed counsel with respect to the proposed settlement. I support it, and I believe that it is fair and reasonable and in the best interests of the class. As I said in the joint press release, I am proud of this settlement and what it achieves for Flight Centre's Travel Consultants. The benefits of the settlement are as follows.

9. The settlement provides that Flight Centre will pay \$7 million ("Settlement Amount") in full and final settlement of the class action, inclusive of all costs (including fees and disbursements). The net proceeds of the Settlement Amount will be distributed to the class members based on a distribution protocol that takes into account the number of weeks class members worked during the class period, assumes an average number of hours per work week, and pays a proportionate value to each class member based on: the overtime thresholds established by the applicable employment standards legislation in the province in which they work(ed); whether the work was performed within the two-year statutory limitation period, or before; and, recognition of a statutory exemption for commissioned salespeople for class members in British Columbia.

10. This settlement will provide a significant amount to the Travel Consultants for their unpaid overtime. Although the amount that each Travel Consultant will receive may not be a full recovery for all their unpaid overtime, it is still a significant amount of money, and will compensate for much if not all of the time that the Travel Consultants were working in excess of the overtime thresholds under the applicable employment standards legislation, which was previously unpaid.

11. Another benefit to the settlement is that it applies to the entire class. Although not all class members will receive the same amount under the settlement, every class member who worked for Flight Centre during the class period is eligible to receive a payment under the settlement. The amount that each class member will receive is not the same, which reflects the different overtime thresholds in the different jurisdictions, the different rules for commissioned employees in British Columbia, and the fact that some of the unpaid overtime hours accumulated prior to the statutory limitation periods.

12. An important benefit of the settlement is that class members will be entitled to receive a settlement payment without having to prove exactly how much unpaid time they worked and on what dates. When I worked there, Flight Centre had no system in place to track, monitor, record, or compensate class members for their actual hours worked. While it is possible some class members kept some record of what they worked, in my experience this would not have been common. Furthermore, the records maintained by Flight Centre were limited and would not reflect class members' actual hours of work. The calculation of individual class members' damages would be a complicated exercise that would become even more difficult with the passage of time, as people's memories would fade and any documents for some individual class members that might assist in proving damages (notes, calendars, etc.) could be lost. I am also aware that calculating damages individually would be challenging because of differences in rates over time and between jurisdictions.

13. A significant benefit of the settlement is that Flight Centre is required to implement, on a go-forward basis, a timekeeping system to track and record the daily hours of work for all employees in the job classifications covered by the Minutes of Settlement. As I said in my quote in the February 25, 2019 Toronto Star article announcing the launch of this lawsuit, which is attached to my affidavit as **Exhibit "B"**, this class action is about more than just reclaiming our back pay. It is about changing company-wide practices and improving working conditions in the entire industry. I reiterated this view in the press release issued jointly by Flight Centre and Goldblatt Partners on August 24, 2020 ("the joint press release"), which is attached to my affidavit as **Exhibit "C"**. I believe that Flight Centre's agreement to implement a timekeeping system goes a long way towards achieving these objectives. This was hard-fought in the negotiations and was really important to me, as it will ensure Flight Centre changes its behaviour. I believe this will

result in class members earning significant time off in lieu, or simply working less hours to begin with, which is a substantial benefit to employees working at Flight Centre now and in the future.

14. I understand that the \$7 million paid as part of settlement agreement is significantly less than the \$100 million set out in the Statement of Claim. However, I believe that the \$7 million represents a significant portion of the actual potential damages in this class action, and together with the policy change we were able to extract from Flight Centre, represents a positive outcome for the class, and one which I am proud to support. I have reviewed the Benefits of the Settlement at paragraphs 96-132 of the Mandryk affidavit and agree with these statements.

15. While I was prepared to continue to litigate this matter, I see the value of a settlement which provides certainty as well as ensures that class members will receive a meaningful and timely payment. I am advised by class counsel that the resolution of the motion for certification and a common issues trial would likely take several years, and that even following a common issues trial there could be further proceedings with respect to any individual issues. Moreover, appeals may take place at different stages of the litigation, further prolonging the litigation. Thus, even if we were successful, it would be several years before class members would receive compensation. In addition, I understand that it is not certain that we would be successful at trial.

16. I am also acutely aware that given the tremendous uncertainty and the negative impact of COVID-19 on the travel industry, we cannot be certain about whether, many years down the line, even if we were successful in the litigation, Flight Centre would still be in business and able to satisfy a judgment. This is always a concern in litigation, but is particularly the case in this matter given the unique and unprecedented impact on the travel industry of the global pandemic caused by COVID-19.

17. The economic slowdown caused by the global pandemic has also placed class members into a particularly precarious position. I have heard from those that remain in the travel industry that they are facing financial devastation as that industry loses money and they lose their jobs. This means that a settlement amount now, rather than potential success through litigation further down the line, will be a significant benefit for many class members. Also, as some class members leave Flight Centre or the travel industry altogether, it may become more and more difficult to track them down over time.

18. Rather than proceed with further litigation, I believe that it is in the best interests of the class to settle this action on the terms set forth in the proposed settlement and provide compensation to class members in relatively short order. I believe that the proposed settlement provides a fair, workable, and economical method of compensating members of the class.

19. I am aware that the Notice of Certification, Settlement, Distribution Protocol and Fee Approval Hearing were distributed by class counsel through the proposed claims administrator, Trilogy Class Action Services, and were also posted on class counsel's website. I received a copy of the Notice.

20. Once the proposed settlement was made public, I was contacted by class members who congratulated me about the settlement. From speaking with former co-workers and based on the number of other class members who reached out to me directly, I believe the settlement has come to the attention of the class.

21. In my communications with class members following the announcement of the settlement, no one has raised with me any concern that the settlement is unfair or unreasonable. The class members that I have heard from were happy about the settlement, including the amount. Class

members have told me they believe the settlement will cause a change in how Flight Centre and other travel industry employers operate and will ensure employees are properly compensated for their work. Class members have been very appreciative of my role in the class action and the settlement and have overwhelmingly viewed the outcome as a positive one.

APPROVAL OF CLASS COUNSEL FEES

22. Class counsel have devoted significant resources to this case to date. I have regularly communicated with the counsel who have primarily worked on this file (namely, Charles Sinclair, Nadine Blum, Mariam Mokhtar and Joshua Mandryk). I believe that class counsel served the interests of the class at all times and were focused on maximizing the ultimate recovery for class members. I am confident that class counsel will take all necessary steps to ensure that the settlement benefits are received by as many class members as possible.

23. I clearly understood from my discussions with class counsel that this litigation was undertaken on a contingency fee basis and that class counsel would not be paid unless the case was successful (either through a settlement or a trial). I further understand that, if the fees are approved, class counsel will receive fees in the amount of 25% of the total Settlement Amount, plus disbursements and applicable taxes, in accordance with the retainer agreement I entered into with class counsel. I am aware that, if the fees are approved, class counsel will receive a premium over and above their hourly fees. I support this payment for several reasons. Class counsel carried out their responsibilities with a high degree of skill and efficiency and obtained a very favourable result in a relatively short time. Class counsel also incurred significant risk by undertaking the class action on a contingency fee basis. I support the fee request and consider it reasonable in the circumstances.

APPROVAL OF THE HONORARIA

24. The settlement also provides for an honorarium for me. I believe this recognizes the work I put into the litigation and the financial hardship and career-related repercussions that I have faced in being the representative plaintiff in this class action.

25. I have been personally involved in bringing attention to this class action. When I initially commenced this action, an article written by Sara Mojtehdzadeh was published in the Toronto Star on February 25, 2019 about the class action in which I was quoted. As mentioned, a copy of this article is attached to my affidavit as **Exhibit “B”**. I understand that this article by Ms. Mojtehdzadeh, or versions of it, were produced in the Hamilton Spectator, openjaw.com, pressreader.com, and the Star Metro.

26. Another article about the class action was published in PAX News, a travel trade news website and magazine, on February 26, 2019 and is attached at **Exhibit “D”** to my Affidavit.

27. Another article about the class action was published in Travelweek News, a different travel trade news website, on February 26, 2019 and is attached at **Exhibit “E”** to my Affidavit.

28. When the Settlement Agreement was executed, Flight Centre and Goldblatt Partners issued the joint press release on August 24, 2020, which again is attached at **Exhibit “C”**. I was quoted in the joint press release. Following the joint press release, several articles were published about the settlement.

29. The Canadian Press wrote an article that was published on several different news sites on August 24, 2020, including the Globe and Mail, the Toronto Star, CityNews, the Vancouver

Courier, BNN Bloomberg, News Break, Infotel Multimedia, Talent Canada, and Empire Advance. The version of the story published in the Toronto Star is attached at **Exhibit “F”**.

30. An article about the settlement was also published by PAX News on August 24, 2020 and is attached at **Exhibit “G”**. I am mentioned by name in this article and it includes my quote from the joint press release.

31. Sara Mojtehdzadeh also wrote a follow-up piece on the settlement for the Toronto Star on August 25, 2020. I was quoted in this article and my picture was published. A copy of this article is attached at **Exhibit “H”**.

32. Many class members contacted me over social media and email after reading the articles on the launching of the class action and again when the class action was settled. I directed class members who contacted me to the website for the class action to register and get more information, or to Joshua Mandryk, part of the class counsel team at Goldblatt Partners LLP.

33. In the course of this litigation, I met many times with class counsel. I provided feedback and instruction on documents, and class counsel consulted me regularly about the steps in the action. I swore an affidavit on November 18, 2019 concerning my experiences as part of the certification motion record, and a reply affidavit on May 24, 2020 in reply to certain allegations raised in Flight Centre’s responding record for certification. I also reviewed all of the motion materials filed with the court.

34. Class counsel met with me in advance of the mediation with Joel Wiesenfeld to plan the strategy for the negotiations. I personally attended the two-day mediation with Mr. Wiesenfeld and Flight Centre. I was present during my counsel’s discussions with Mr. Wiesenfeld, and I also spoke

with counsel privately throughout the mediation to confirm any instructions concerning the progress of the negotiations.

35. During the mediation, we worked hard on our own proposals as well as responding to those of Flight Centre. The mediation took two full days and extended beyond the end of the scheduled mediation on the second day. I can confirm that the negotiations were hard-fought and arm's length. I am satisfied that we got the maximum amount possible from Flight Centre during the negotiations. I took an active role throughout the mediation and was pleased that class counsel sought my advice and input as well as my instructions during the course of the two days.

36. I have estimated, to the best of my ability, the number of hours I have spent on this class action. The hours total 110. These hours were spent on the following tasks, amongst others:

- a. meeting, emailing and speaking on the phone with class counsel leading up to my agreement to act as representative plaintiff;
- b. reviewing the retainer agreement and meeting with counsel to sign it;
- c. preparing a statement with class counsel to be provided to Ms. Mojtehezadeh from the Toronto Star, providing that statement to Ms. Mojtehezadeh over the phone, and hosting a photographer to my home for the February 25, 2019 article by Ms. Mojtehezadeh in the Toronto Star;
- d. speaking and emailing with Flight Centre employees I knew from my time at the company;
- e. gathering documents relevant to the class action for use by class counsel;

- f. reviewing drafts of the statement of claim;
- g. reviewing drafts of the affidavits I swore for use on the certification motion and meeting with counsel to swear the affidavits;
- h. reviewing Flight Centre's responding materials on the certification motion and giving feedback to counsel;
- i. discussing the possibility of mediation with class counsel;
- j. meeting with class counsel in advance of the mediation to discuss the measure of damages and our strategy at the mediation;
- k. attending the two-day mediation with Joel Wiesenfeld;
- l. reviewing drafts of the settlement agreement prior to its execution; and
- m. reviewing drafts of the joint press release and preparing my quote for the release.

37. When the class action was launched in February 2019, I was unemployed and looking for work. I spoke with a recruiter in the travel industry in or around June 2019 who told me that I would not be hired in the industry because I was the representative plaintiff in this action. Although I was not explicitly told by employers that they would not hire me for this reason, I was unable to secure work in the travel industry.

38. I believe that being the representative plaintiff in this action has impacted my ability to get work in other industries as well. In 2019, I applied for more than 85 different jobs and I interviewed at more than twenty of those employers. However, I was unable to secure permanent employment. Prior to this time, I never experienced similar difficulty securing employment at any point during

my career; in fact, given my experience I had always felt that I was sought-after, and I had previously been contacted by recruiters looking to hire me into different roles in the travel industry. I believe that this change was because employers found out about my involvement in this class action against my former employer given the significant media attention it received, and then did not want to employ me.

39. For example, I was hired at an insurance company in or around June 2019. My employment was terminated after three weeks, during the probationary period. After my employment was terminated, two different employees who remained at that company told me the company had found out about my involvement in this class action and that is why they let me go.

40. In or around December 9, 2019, I secured temporary work with Canada Post as a Mail Service Carrier delivering parcels to offices in downtown Toronto. I am still with Canada Post, although now I work as a Postal Clerk handling and sorting mail and doing other manual tasks at the plant in Mississauga. These positions are outside the scope of work that I had experience in, and I do not make as much money as I was making in the travel industry.

41. While I appreciate receiving an honorarium recognizing all the work I have put into this action and the economic hardship I have suffered as a result of being the face of this case, I would support the proposed settlement regardless. I did not pursue this class action in order to get an honorarium, and in fact I was not aware that an honorarium was an option until some time after I had signed my class action contingency fee retainer agreement and the Statement of Claim was issued. In my communications with other class members about the settlement, no one has raised with me any concern about either class counsel fees or the honorarium.

42. I swear this affidavit in support of an Order certifying this action as a class proceeding, approving the proposed settlement of this action, approving the distribution protocol, approving class counsel fees, and approving an honorarium to me as the representative plaintiff, and for no other or improper purpose.

SWORN remotely via Zoom videoconference by Stephen Aps, stated as being located in Brampton, Ontario, before me at Toronto, Ontario on this 29th day of October, 2020 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking Affidavits

Melanie Anderson, LSO#: 79238J



STEPHEN APS

OCT. 29 / 2020.
@ 18:15
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This is Exhibit "A" to the
Affidavit of Stephen Aps sworn
before me this 29th day of October, 2020.

_____  _____
A Commissioner, etc.

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.

ella Bedard
Witness

ELLA BEDARD

SA

Stephen Aps

Signed this 19th day of February, 2019.

ella Bedard
Witness

ELLA BEDARD

GOLDBLATT PARTNERS LLP

Per:

J Mandryk
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

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_____  _____
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CANADA

Travel giant Flight Centre routinely failed to pay workers overtime, class action says



By **Sara Mojtahedzadeh** Work and Wealth Reporter
Mon., Feb. 25, 2019 | 3 min. read





Canada's largest bricks-and-mortar travel retailer routinely failed to pay employees overtime and created "unlawful barriers" to claiming accurate compensation, according to a proposed class-action lawsuit worth more than \$100 million.

The [suit](#) launched Friday by Toronto-based labour law firm Goldblatt Partners claims Flight Centre, a well-known travel company with 150 stores across Canada, "regularly required" employees to work beyond their scheduled hours but instituted "unlawful" overtime policies that shortchanged them out of payment and overtime protections.

As a result, workers were "systemically prevented from claiming and/or receiving overtime compensation in accordance with the applicable employment standards legislation," the statement of claim says.

ARTICLE CONTINUES BELOW

If certified, the class action will seek \$100 million in general damages for thousands of employees across the country dating back to October 2010, as well as \$10 million in punitive damages.

Allison Wallace, Flight Centre's vice-president of corporate communications, said the company intended to vigorously defend itself.

"We don't believe we've done anything wrong," she said. "At this point, now that it's a legal matter, I can't comment further than that at this time."

According to the class action's statement of claim, Flight Centre travel consultants have employment contracts that stipulate full-

time hours of work, a base salary plus commission, which constitutes a significant portion of their compensation.

ARTICLE CONTINUES BELOW

But if consultants surpass certain sales targets, they earn a larger



the suit says.

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“While class members regularly work significantly in excess of their scheduled hours, the defendant has no system in place to track, monitor, record or compensate (them) for their actual hours worked.”

Stephen Aps was a Mississauga-based international travel consultant employed by Flight Centre from 2014 to 2015. His base salary was \$27,000 a year and he averaged about 45 to 50 hours of work a week — but he worked longer hours during busy periods, according to the statement of claim. He was never compensated either with overtime pay or time off in lieu, the lawsuit says.

“This class action is about more than just reclaiming our back pay,” said Aps. “It’s about changing company-wide practices and improving working conditions in the entire industry.”

Goldblatt lawyer Nadine Blum said the retail travel industry is a “high pressure” sector where employees are often expected to work as long as required to hit sales targets and support customers.

“The employers who reap the benefits of that work should be properly compensating employees for their time,” she said.

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“We hope that this proposed class action serves as a powerful reminder that employees are not disentitled to overtime pay merely because they are paid on a salaried basis,” added co-counsel Josh Mandryk.

“There’s a misconception that employees who are on commission aren’t entitled to overtime and that’s not the case.”

Under Ontario law, employees must receive time-and-a-half when



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 says.

The contract also stipulated that employees must attend staff meetings, “buzz nights,” and training sessions. According to the class action, workers were not remunerated for this time.

The contract specifies that overtime is only payable when specifically authorized by management and that in “some cases” the company could offer “special incentives” as compensation for overtime — a practice the class action calls unlawful.

Overall, the contracts do “not allow for payment of overtime to persons who are routinely required or permitted to work overtime to fulfil the basic duties of their employment,” according to the suit.

“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,” the statement of claim says.

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“In attempting to do so, they would risk discharge and/or employment and career-related sanctions.”

In order to proceed, the class action must first be certified in court. Mandryk said the hearing would likely take place within the year.

Flight Centre has outlets in Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia and Newfoundland. Its parent company, which is listed on the Australian Securities Exchange, earned around \$2.7 billion in global revenue last year.



Sara Mojtehdzadeh is a Toronto-based reporter covering labour-related issues. Follow her on Twitter: [@saramojtehdz](#)

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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

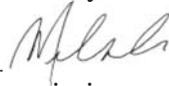
Allison Wallace

VP, Corporate Communications & CSR

Flight Centre Travel Group (Canada) Inc.

allison.wallace@flightcentre.ca

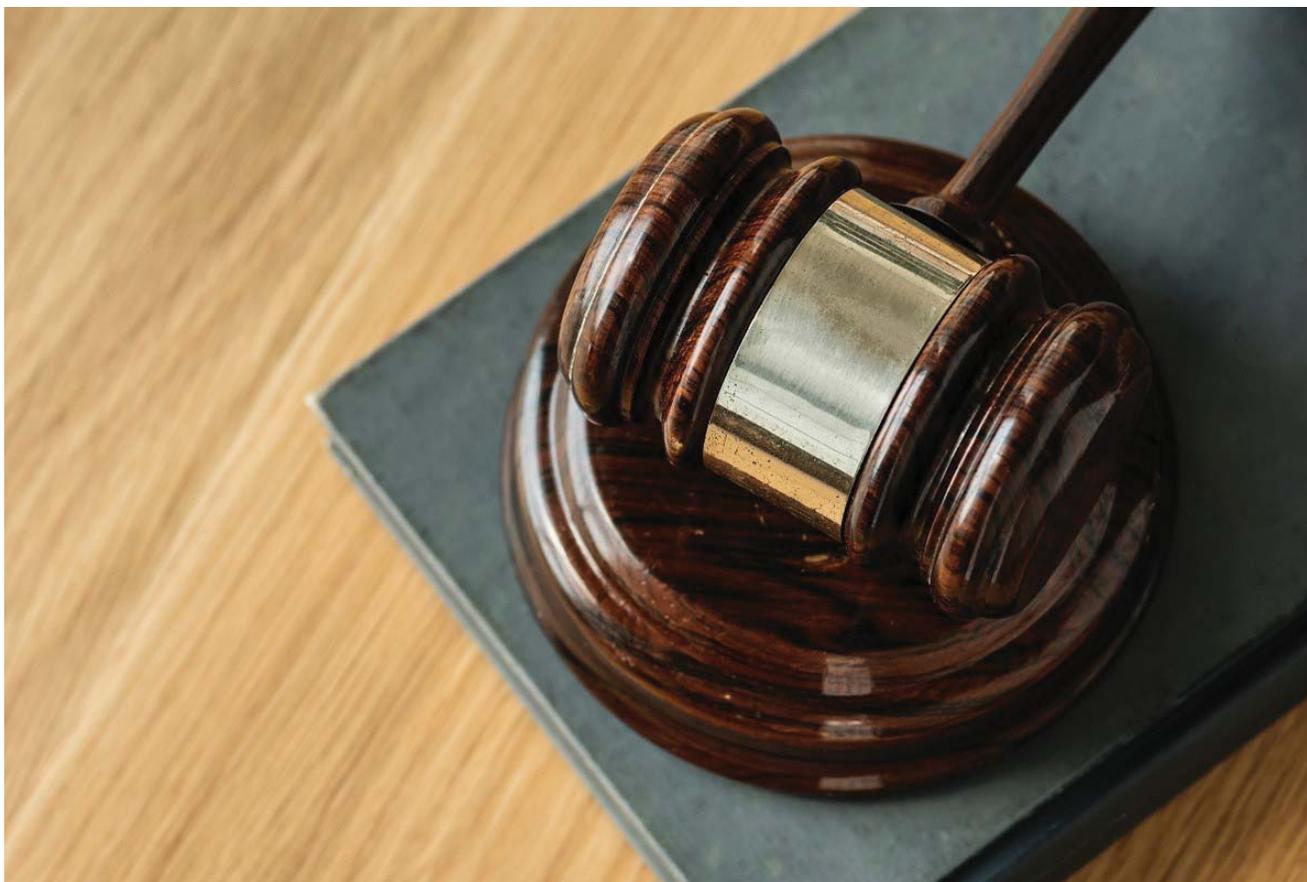
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A Commissioner, etc.

Flight Centre caught up in \$100M class action lawsuit

Other ⓘ 02-26-2019 1:15 pm 👤 Christine Hogg



Christine Hogg

Christine Hogg is the Associate Digital Editor at PAX Global Media. Prior to joining PAX, she obtained her Honours BA in Journalism from the University of Toronto. Upon graduating, she went on to write for several travel publications while travelling the world. Her longest trip was a three-week stint in Europe, and the shortest was a 16-hour adventure in Iceland. Get in touch: christine@paxglobalmedia.com.



A proposed class action for unpaid overtime in the sum of \$100 million has been filed against **Flight Centre Travel Group (Canada) Inc.** on behalf of all current and former **travel consultants who worked for Flight Centre in Canada since October 2010** (the “class members”).

The Statement of Claim alleges, among other things, that **Flight Centre violated applicable employment standards legislation** and its contracts of employment with class members by failing to pay for overtime work.

Goldblatt Partners LLP represents the proposed representative plaintiff in this action.

"The type of unpaid overtime which is alleged in the statement of claim is pervasive in our economy, and we hope the case serves as a powerful reminder to workers and employers about their respective rights and obligations at work," Joshua Mandryk, representative, Goldblatt Partners LLP, told PAX.

"We estimate there are thousands of members in this proposed class."

Flight Centre responds

rejects the claim.

"Flight Centre complies with applicable employment standards legislation governing hours of work and overtime as the claim itself acknowledges," Wallace said. "The claim makes several false assertions and many of the allegations are factually incorrect. Flight Centre denies the allegations and will be vigorously defending this claim."

The details

According to the claim put forth, the defendant (Flight Centre Travel Group) failed to implement and maintain an effective, reasonable and accurate Class-wide system or procedure that accurately documented and recorded valid overtime hours.

Thus, **employees were not compensated** for their labour, the claim states.

The claim also alleges that Flight Centre failed to notify Class Members of their entitlement to overtime pay for hours worked in excess of the overtime threshold under the applicable employment standards legislation.

Because travel agents earn a base salary and have the ability to pull in commission, many of them work longer and harder to ensure that they can take home a higher percentage of their sales as commission.

In the case of Flight Centre, those who logged overtime hours were not fairly compensated for their efforts, the claim states.

According to the full report, those affected were, and in some cases still 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."

About Flight Centre

Flight Centre Travel Group (Canada) Inc. 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.

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.

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False assertions, allegations in proposed class action lawsuit, says Flight Centre

Tuesday, February 26, 2019

Posted by [Travelweek Group](#)

TORONTO — Flight Centre Travel Group (Canada) Inc. says it intends to fight back against a proposed \$100 million class action lawsuit, charging that the class action suit makes several false assertions and factually incorrect allegations.

The lawsuit, filed Feb. 20 and coming to light yesterday, alleges Flight Centre Travel Group (Canada) Inc. violated applicable employment standards legislation and its contracts of employment with class members by failing to pay for overtime work.

Goldblatt Partners LLP, based in Toronto, is handling the \$100 million proposed class action filing, open to all current and former travel consultants who worked for Flight Centre in Canada since October 2010.

In a company statement issued by Allison Wallace, VP,



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itself acknowledges.

“The claim makes several false assertions and many of the allegations are factually incorrect.

“Flight Centre denies the allegations and will be vigorously defending this claim.”

The 29-page Statement of Claim, available through a link at flightcentreclassaction.com, alleges that Flight Centre failed to ensure that hours of work were monitored and accurately recorded, among other things. The allegations mainly focus on failure to pay overtime and a work environment where employees were “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.”

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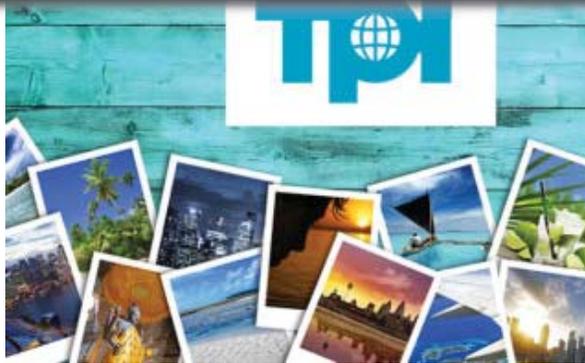


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BUSINESS

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

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Advertising

\$7 million settlement reached in class action against Flight Centre Canada

Agency ⓘ 08-24-2020 10:01 am ⓘ Pax Global Media



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Stephen Aps and Flight Centre Travel Group (Canada) 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.



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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 (CAD) 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** added: "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."

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This is Exhibit "**H**" to the
Affidavit of Stephen Aps sworn
before me this 29th day of October, 2020.

_____  _____
A Commissioner, etc.

Flight Centre settles class-action suit

Workers to receive \$7M payout over unpaid overtime

Toronto Star · 25 Aug 2020 · 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 shortchanged them out of payment and overtime protections.

Flight Centre denied the allegations and no findings were made on the claims made in the class action. Under the terms of the new settlement, the company agreed to implement a new timekeeping system for recording and tracking overtime hours.

Stephen Aps, a former travel consultant for Flight Centre and the lead plaintiff in the suit, said he was “proud” of the settlement results.

“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.”

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 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: those in provinces with stronger overtime protections will receive relatively more money.

STEPHEN APS
Plaintiff

**FLIGHT CENTRE TRAVEL
GROUP (CANADA) INC.**
Defendant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO
Proceeding under the *Class Proceeding Act, 1992*

**AFFIDAVIT OF STEPHEN APS
(Sworn 29th October, 2020)**

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

Charles Sinclair LS#43178A
Tel: 416-979-4234

Christine Davies LS#57309F
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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**

BETWEEN:

STEPHEN APS

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992***AFFIDAVIT OF PAUL JOSEPH MUIRHEAD**

(Sworn October 8, 2020)

I, Paul Joseph Muirhead, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's King and Spadina location (525 King Street West) in Toronto, Ontario from approximately January 5, 2018 to September 12, 2018. I am therefore a class member in this proposed class action.
2. I provided an affidavit in support of the Plaintiff's motion for certification dated November 26, 2019, as well as an affidavit in reply to the Defendant's motion record on May 25, 2020.
3. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I have also reviewed the draft affidavits of Steven

Aps, and the Joshua Mandryk in support of the motion for settlement approval. After reviewing these documents, I am pleased to be providing this affidavit in support of the Plaintiff's motion for settlement approval.

4. I am advised by Nadine Blum that the settlement was reached after a two-day mediation in Toronto in July 2020, and that it involved compromise by both parties.

5. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime.

6. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Blum that the settlement amount was a compromise that was reached based upon a number of factors, including a discount for the time worked beyond the two-year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's *Employment Standards Act* for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

7. I have personally felt this impact. Following my employment with Flight Centre, I was hired as a travel consultant at another company, specialising in group tours. Unfortunately, I was laid off from my job in early September 2020 due to the huge decline in

travel sales as a result of the current pandemic. I am concerned about the long-term viability of Flight Centre and believe that settling now is prudent in the circumstances.

8. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

9. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

10. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

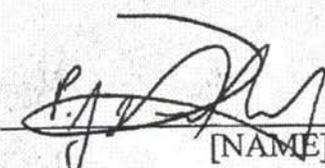
11. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, to the City of XXX, Province of XXX, this 8th day of October, 2020.



A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)



[NAME]

Paul Joseph Muirhead.

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

Proceeding under the *Class Proceedings Act, 1992*

Paul Joseph Munn
AFFIDAVIT OF [NAME]

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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 Proceedings Act, 1992*

**AFFIDAVIT OF JUSTINE WILKE
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)
(Sworn October 9, 2020)**

I, Justine Wilke, of the City of Comox, in the Province of British Columbia, MAKE

OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I was employed by Flight Centre from March 4, 2009 until my resignation on October 15, 2018.

2. I worked for Flight Centre and its specialist brand Cruiseabout at several of its retail stores in British Columbia, as follows:

(a) Flight Centre’s Courtenay store from March 2009 until December 2011;

(b) Flight Centre’s Westshore store from January 2012 – August 2012;

- (c) Cruiseabout's Uptown store from August 2012 – October 2015;
- (d) Flight Centre's Uptown store from November 2015 – July 2016; and
- (e) Flight Centre's Courtenay store from August 2016 – October 2018.

3. I am therefore a class member in this proposed class action.

4. I provided an affidavit in support of the Plaintiff's motion for certification dated November 21, 2019, as well as an affidavit in reply to the Defendant's motion record on May 26, 2020.

5. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I have also reviewed the draft affidavits of Stephen Aps and Joshua Mandryk in support of the motion for settlement approval. After reviewing these documents, I am pleased to be providing this affidavit in support of the Plaintiff's motion for consent certification and settlement approval, distribution protocol approval and fee approval.

6. I am advised by Joshua Mandryk that the settlement was reached after a two-day mediation in Toronto in July 2020, and that it involved compromise by both parties.

7. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system for the purpose of determining employees' actual hour of work and, among other things, determining overtime hours in accordance with the applicable employment standards legislation in each province Flight Centre operates in.

8. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Mandryk that the settlement amount was a compromise that was reached based upon a number of factors, including a discount for the time worked beyond the two-year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

9. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

10. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

11. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

12. I am particularly pleased that the plaintiff was able to secure compensation for class members whose claims go beyond the two-year limitation period, and for class members who

worked in British Columbia, notwithstanding the legal challenges these individuals would otherwise face to receive compensation for their overtime pay for this work.

13. I am pleased with the proposed settlement and I believe it provides vindication and justice for individuals like me who experienced significant work-related stress and health issues due to their long hours of work.

14. I have spoken with other former employees of Flight Centre who fall within the class definition. Based on my discussions with these individuals, I believe they also support the proposed settlement and hope to participate in the settlement.

15. I swear this affidavit in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME by videoconference in the City of Comox, Province of British Columbia to the City of Toronto, Province of Ontario, this 9th day of October, 2020.

J Mandryk
A Commissioner for taking Affidavits (or as may be)



Justine Wilke

Pursuant to O. Reg 431/20

Joshua Mandryk

APS
Plaintiff and

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 JUSTINE WILKE
(Sworn October 9, 2020)**

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Lawyers for the Plaintiff

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*

**AFFIDAVIT OF ANASTASIA QUINN
(Sworn October 9, 2020)**

I, Anastasia Quinn, of the City of Beaumont, in the Province of Alberta, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I was employed by Flight Centre as a Travel Consultant from September 2014 until my resignation from employment with Flight Centre, effective September 2016. I worked for Flight Centre at two of its locations in Edmonton, Alberta: at its Kingsway location from the start of my employment until September 2015, and at its Southgate location from September 2015 until my resignation from Flight Centre effective September 2016. I am therefore a class member in this proposed class action.

2. I provided an affidavit in support of the Plaintiff's motion for certification dated November 25, 2019, as well as an affidavit in reply to the Defendant's motion record on May 26, 2020.

- 2 -

3. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I have also reviewed the draft affidavits of Stephen Aps and Joshua Mandryk in support of the motion for settlement approval. After reviewing these documents, I am pleased to be providing this affidavit in support of the Plaintiff's motion for settlement approval.

4. I am advised by Joshua Mandryk that the settlement was reached after a two-day mediation in Toronto in July 2020, and that it involved compromise by both parties.

5. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system for the purpose of determining employees' actual hour of work and, among other things, determining overtime hours in accordance with the applicable employment standards legislation in each province Flight Centre operates in.

6. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Mandryk that the settlement amount was a compromise that was reached based upon a number of factors, including a discount for the time worked beyond the two-year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

- 3 -

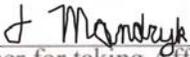
7. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

8. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

9. I am very happy to hear the outcome of this case and fully support the proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. A timekeeping system needed to be put into place at Flight Centre long ago, and it is great that this will finally be implemented pursuant to the proposed settlement in order to prevent any issues in the future. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

10. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME by videoconference in the City of Beaumont, Province of Alberta to the City of Toronto, Province of Ontario, this 9th day of October, 2020.


 A Commissioner for taking Affidavits (or as may be)

(Pursuant to O. Reg 431/20)

Joshua Mandryk


 Anastasia Quinn

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 ANASTASIA QUINN
(Sworn October 9, 2020)**

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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 Proceedings Act, 1992*

**AFFIDAVIT OF HILARY CHOI
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL
(Sworn October 18, 2020)**

I, Hilary Choi, of Dartmouth, Regional Municipality of Halifax, in the Province of Nova Scotia, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I was employed by Flight Centre as a Travel Consultant from November 8, 2016 until my resignation from employment with Flight Centre, effective October 19, 2018. I worked for Flight Centre at two of its locations in Nova Scotia: at its Bedford Place Mall location from the start of my employment until the closure of that location on or around May 2017, and at its Mic Mac Mall location from May 2017 until my resignation from Flight Centre effective October 19, 2018. I am therefore a class member in this proposed class action.

2. I provided an affidavit in support of the Plaintiff's motion for certification dated November 22, 2019, as well as an affidavit in reply to the Defendant's motion record on May 26, 2020.

3. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I have also reviewed the draft affidavits of Stephen Aps and Joshua Mandryk in support of the motion for settlement approval. After reviewing these documents, I am pleased to be providing this affidavit in support of the Plaintiff's motion for settlement approval.

4. I am advised by Joshua Mandryk that the settlement was reached after a two-day mediation in Toronto in July 2020, and that it involved compromise by both parties.

5. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system for the purpose of determining employees' actual hour of work and, among other things, determining overtime hours in accordance with the applicable employment standards legislation in each province Flight Centre operates in.

6. I am aware that the \$7 million settlement amount is significantly less than the \$100 million claimed in the Statement of Claim. I am advised by Mr. Mandryk that the settlement amount was a compromise that was reached based upon a number of factors, including a discount for the time worked beyond the two-year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's *Employment Standards Act* for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally

estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

7. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

8. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

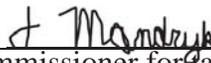
9. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

10. I am also very pleased that, under the terms of the proposed settlement, everyone in the class is eligible to receive a payment without having to prove exactly how many unpaid hours of overtime they worked and on which dates. As indicated in my earlier affidavits, Flight Centre did not have a proper way to track overtime hours, which would have made it hard for employees to prove their actual hours of work and entitlement to overtime pay. The ability to receive a payment without having to prove any unpaid hours is a significant benefit to the class and part of why I support the proposed settlement.

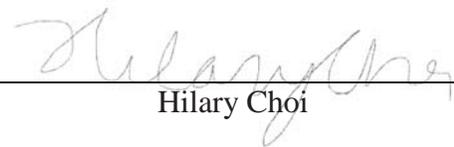
11. I believe it will be in the best interest of the class to settle this case as I am also concerned that due to the impact of the current global pandemic and its impact on the travel industry that Flight Centre might not be around anymore if we were to pursue this litigation in the hopes of potentially obtaining more than the settlement amount of \$7 million. I also believe that with everyone struggling these days with the impact of the pandemic a settlement in this case will be able to help everyone in the class out all around.

12. I swear this affidavit in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME by videoconference in Dartmouth, Regional Municipality of Halifax, in the Province of Nova Scotia to the City of Toronto, Province of Ontario, this 18th day of October, 2020.



 A Commissioner for taking Affidavits (or as may be)



 Hilary Choi

Joshua Mandryk
 LSO #68823D
 (Pursuant to O. Reg 431/20)

APS
Plaintiff and

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 HILARY CHOI
(Sworn October 18, 2020)**

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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 Proceedings Act, 1992*

**AFFIDAVIT OF VANCE BEBLOW
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)
(Sworn October 23, 2020)**

I, **Vance Beblow**, of the City of Calgary, in the Province of Alberta, MAKE OATH
AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s South Centre, Bow Valley, The Core, Bankers Hall, and FCBT Calgary locations in Calgary, Alberta from March 10, 2010 to August 7, 2015. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by David Sworn of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by David Sworn that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

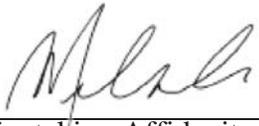
5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto, Province of Ontario**, by the affiant stated as being located in the **City of Calgary, Province of Alberta**, this 23rd day of October, 2020.



VANCE BEBLOW

A Commissioner for taking Affidavits (*or as may be*)

Melanie Anderson LSO# 79238J
(pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 VANCE BEBLOW

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Joshua Mandryk LS#: 68823D
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Lawyers for the Plaintiff

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*

**AFFIDAVIT OF DAVID BRANDENBURG
(Sworn October 15, 2020)**

I, **David Brandenburg** of the City of Edmonton in the Province of Alberta, **MAKE OATH AND SAY:**

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I started with Flight Centre in December 2006 as a consultant and have worked for the last 14 years at the Londonderry Mall location in Edmonton Alberta. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Clio Godkewitsch that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Clio Godkewitsch that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this

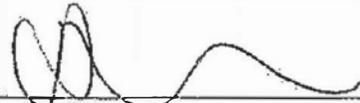
settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I can confirm without reservation that excessive overtime was demanded of Flight Centre employees without compensation, and would be very happy to see this settlement approved and some money flow to the class members to acknowledge their contributions.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, by the Affiant stated as being located in the City of Edmonton, Province of Alberta, this 15 day of October, 2020.

Clio Godkewitsch



David Brandenburg

(pursuant to O. Reg 431/20)
A Commissioner for taking Affidavits (or as
may be)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.,
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 DAVID BRANDENBURG

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Lawyers for the Plaintiff

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*

**AFFIDAVIT OF MARINA CIARNIELLO
(Affirmed October 7, 2020)**

I, Marina Ciarniello, of the Town of Clairmont, in the Province of Alberta, DO AFFIRM

THAT:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Grande Prairie location in the Alberta from approximately January 2015 to October 2020. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Melanie Anderson that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Melanie Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with

these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

AFFIRMED BEFORE ME via videoconference
in the City of Toronto, Province of Ontario, to
the Town of Clairmont, Province of Alberta, this
7th day of October, 2020.



A Commissioner for taking Affidavits *(or as may be)*

Melanie Anderson LSO # 79238J

(pursuant to O. Reg 431/20)



MARINA CIARNIELLO

APS
Plaintiff

and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 MARINA CIARNIELLO

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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 Proceedings Act, 1992*

**AFFIDAVIT OF BRENTON COONEY
(Sworn October 7th, 2020)**

I, **Brenton Cooney** of the City of Edmonton in the Province of Alberta, **MAKE OATH
AND SAY:**

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Kingsway Mall and FCBT locations in Edmonton, Alberta from approximately August 2013 to January 2018. I am therefore a class member in this proposed class action.

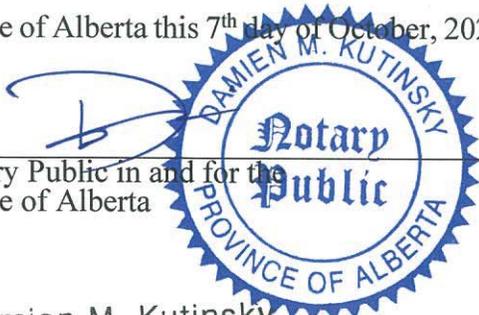
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Clio Godkewitsch that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Clio Godkewitsch that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.
4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.
5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.
6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME in the City of Edmonton,
Province of Alberta this 7th day of October, 2020.

A Notary Public in and for the
Province of Alberta



Damien M. Kutinsky
Barrister, Solicitor & Notary Public
In and for the Province of Alberta

Brenton Cooney

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*

**AFFIDAVIT OF MARK HANTELMANN
(Sworn October 6, 2020)**

I, **Mark Hantelmann** of the City of Edmonton in the Province of Alberta, **MAKE**

OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s River City, Rail Town and FCM Aurora locations in Alberta from approximately November 2011 to March 2018. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Clio Godkewitsch that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Clio Godkewitsch that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this

settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have held several different positions within the Flight Centre organization and worked tremendous over time hours over the years. These additional hours took a toll on me and my family and I look forward to seeing some compensation come out of this settlement.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, by the Affiant stated as being located in the City of Edmonton, Province of Alberta, this 6 day of October, 2020.

Mark Hantelmann

Mark Hantelmann



A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
Defendant

Court File No

SUPERIOR

Proceeding c

Proceeding under t

AFFIDAVIT O

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Lawyers for the Plai

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*

**AFFIDAVIT OF PETER GRANT
(SWORN OCTOBER 15, 2020)**

I, PETER GRANT, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked as a Travel Consultant at several Flight Centre branches in Calgary from 2016 to 2019. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.
4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.
5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.
6. I am well aware of the adverse impacts of Covid on the travel industry, and am therefore particularly pleased about the timing of this proposed settlement.
7. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.
8. I swear this affidavit in support of the motion to approve the settlement of this class action

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN remotely by Peter Grant stated as being in the City of Calgary, Province Alberta, before me at the Town of Perth, in the County of Lanark, in the Province of Ontario, this 15th day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.


PETER GRANT

A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

APS FLIGHT CENTRE TRAVEL
Plaintiff and GROUP (CANADA) INC.
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 PETER GRANT

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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 Proceedings Act, 1992*

**(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

AFFIDAVIT OF SHANNON LAROSE

(Sworn October 15, 2020)

I, SHANNON LAROSE, of the Town of Airdrie, in the Province of Alberta, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at two Flight Centre locations during my employment which commenced in January 2008 and terminated in May 2015. I worked at the Kensington Flight Centre from 2008 to 2014 as a Travel Consultant and Assistant Manager, and at the Deerfoot Mall Flight Centre from 2014 to 2015 as Assistant Manager. I am therefore a class member in this proposed class action.
2. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Susan Philpott of Goldblatt Partners

LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I also understand that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's *Employment Standards Act* for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the Plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative Plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative Plaintiff. I am very pleased that the Plaintiff was able to secure this settlement

and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I am well aware of the impact that the pandemic is having on the travel industry. I am therefore relieved about the timing of this settlement and support its expeditious approval and implementation.

8. I remain in contact with other former employees of Flight Centre falling within the proposed class definition and have spoken with some of them since the proposed settlement was announced. Based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

9. I swear this affidavit in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto, Province of Ontario**, by the Affiant stated as being located in the **Town of Airdrie, Province of Alberta**, this 15th day of October, 2020.


Shannon LaRose



Susan Philpott, Goldblatt Partners LLP
A Commissioner for taking Affidavits (or as may be) (pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 SHANNON LAROSE

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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 Proceedings Act, 1992*

**AFFIDAVIT OF ALEXANDRA MEILER
(Sworn October 6, 2020)**

I, **Alexandra Meiler** of the City of Grand Prairie in the Province of Alberta, **MAKE**

OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Bower Place location in Red Deer Alberta, Second Avenue location in Saskatoon Saskatchewan, and Prairie Mall location in Grand Prairie Alberta from approximately April 2010 to present. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Clio Godkewitsch that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Clio Godkewitsch that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this

settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, by the Affiant stated as being located in the City of Grande Prairie, Province of Alberta, this 6 day of October, 2020.



A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)



Alexandra Meiler

APS
Plaintiff and

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 ALEXANDRA MEILER

Goldblatt Partners LLP
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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 Proceedings Act, 1992

**AFFIDAVIT OF KAYLEE PERPAR
(Sworn October 23, 2020)**

I, KAYLEE PERPAR, of the St. Albert, in the Province of Alberta, MAKE OATH AND

SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Kingsway Mall location in Edmonton, Alberta from approximately September 2012 to May 2013. From April 2016 to October 2017, I worked at the St. Albert, Alberta location in the Groups and Weddings department. From October 2017 to October 2019, I worked at the Londonderry Mall Flight Centre in Edmonton, Alberta. I am therefore a class member in this proposed class action.
2. During this time, I was known by my maiden name, Kaylee Bathe. I legally changed my name to Kaylee Perpar following my marriage earlier this year.

3. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Kiran Kang of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

4. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Kang that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

5. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

6. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

7. I support this proposed settlement, including class counsel’s fees and the honorarium to the representative plaintiff. I am extremely happy to know that Flight Centre has agreed to implement a new timekeeping system. I spent a significant amount of time working for Flight Centre without being paid. This had a lasting impact on my mental health. This settlement will allow me to let go of some more of the anger and hurt I have following this employment experience. This settlement feels like the closure that I need to finally move on.

8. I hope that this settlement gets approved soon because I know just how much this money could help me and others, especially during the Covid-19 pandemic. While I am fortunate to have work right now in the travel industry, I fear what may come in the future for my industry. This settlement would give me a cushion should the pandemic take another turn for the worse.

9. I have spoken with several other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Every single person I have spoken to about this proposed settlement is supportive of it and wants to see it approved. We are all looking for closure and hope to move forward soon.

10. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, to the City of Toronto, Province of Ontario, this 23rd day of October 2020.

Kwan Hong

Kaylee Perpar

 KAYLEE PERPAR

 A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

APS
Plaintiff and

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 KAYLEE PERPAR

Goldblatt Partners LLP
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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 Proceedings Act, 1992*

**AFFIDAVIT OF CELIA SANCHEZ
(Sworn October 21, 2020)**

**(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

I, CELIA SANCHEZ, of the City of Calgary, in the Province of Alberta, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked as a Travel Consultant for Flight Centre offices in Calgary from December of 2016, and was employed as an Assistant Team leader from April 2018 to November of 2019. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

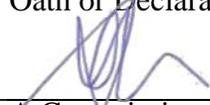
6. I support this proposed settlement, including class counsel’s fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN remotely by Celia Sanchez stated as being in the City of Calgary, Province of Alberta, before me at the City of Toronto, in the Province of Ontario, this 21st day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



CELIA SANCHEZ



A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 CELIA SANCHEZ

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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 Proceedings Act, 1992*

**AFFIDAVIT OF DESRAIE THOMAS
(Sworn October 23, 2020)**

**(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

I, DESRAIE THOMAS, of the City of Calgary, in the Province of Alberta, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked as a Travel Consultant at the Flight Centre branch in Deerfoot from September of 2010 to September of 2015. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP

that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

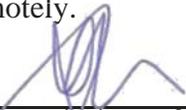
5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel’s fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN remotely by Desraie Thomas stated as being in the City of Calgary, Province of Alberta, before me at the Town of Perth, in the County of Lanark, in the Province of Ontario, this 23rd day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

} _____
DESRAIE THOMAS



A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

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 Proceedings Act, 1992*

**AFFIDAVIT OF BRANT WIHLIDAL
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

(Sworn October 22, 2020)

I, Brant Wihlidal of the City of EDv ONTON, in the Probince of ALBERTA, v AME

OATH AND SAK:

1. I aY a forYer eYnloyee of Flight Centre Trabel Groum(Canada) Inc. (pFlight Centre“). I ” orved ak a Trabel Konkultant at Flight Centre’k EdYonton City Centre location in Alserta froY ammro2iYately Augukt J015 to Amril J016. I aY therefore a clakk YeYser in thik mromoked clakk action.

J. I received the Notice of SettleYent Ammrobal inforYing clakk YeYserk asout the kettleYent of thik clakk action. I aY adbiked sy v elanie Anderkon of Goldslatt Partnerk LLP that the kettleYent ” ak reached after a t” o-day Yediation in Toronto in 3uly J0J0 and that it inbolbed coYmroYike sy soth martiek.

\$. I aY a" are that the named kettleYent contemned Flight Centre paying the total sum of \$75 million to kettleYent and that Flight Centre has contributed to indemnifying a net of \$10 million to kettleYent to properly traceYent employee's actual hours worked, including overtime. I aY a" are that the aYout claimed in the Statement of Claim in this claim action is \$100 million. I aY advised by v. k. Anderson that the kettleYent aYout is a common law claim that has reached a stage upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption for overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the claim of just under 5,000 employees is much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

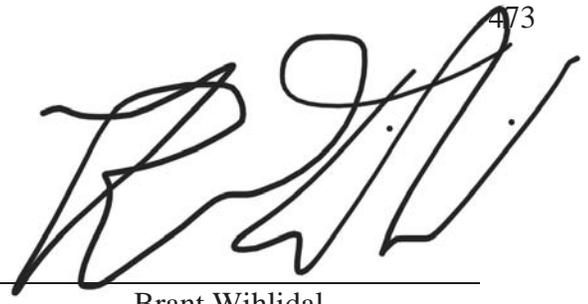
4. I aY a" are that the named kettleYent is subject to the amrobal of the Ontario Superior Court of Justice and that a motion to amrobal the kettleYent is scheduled to be heard by the Court on November 9, 2020.

5. I aY a" are that the kettleYent includes claim counsel fees of 15% of the \$75 million kettleYent aYout, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the aYout of \$10,000.

6. I aY in full support of this named kettleYent, including claim counsel's fees and the honorarium to the representative plaintiff, and I hope the kettleYent is amrobed.

7. I k' ear this affidavit in support of the motion for certification and kettleYent amrobal, distribution protocol amrobal and fee amrobal, and for no other or any other purpose.

SWORN BEFORE v E bia bideoconference in
the City of Toronto, **Province of Ontario**, to the
City of Edmonton, Province of Alberta, thik
JJnd day of Octoser, JOJO.



Brant Wihlidal



v elanie Anderkon, LSO 8: 79J\$#3

A CoYYikkioner for tawing Affidabitk (*or as
may be*)

(mrkuant to O. Reg 4\$1/JO)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
BRANT WIHLIDAL**

Goldblatt Partners LLP
10 Dundas Street West, Suite 1059
Toronto ON v 5G JcJ

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Nadine Blum LSUC# 52772G
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Joshua Mandryk LS#: 68823D
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Tel: 416-979-6970
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La' yerK 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 Proceedings Act, 1992*

**AFFIDAVIT OF JESSICA BENTLEY
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)
(Sworn October 23, 2020)**

I, **Jessica Bentley**, of the City of Vancouver, in the Province of British Columbia,

Y AmE OATH AND SAp :

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked as a Travel Consultant at Flight Centre's Guildford Mall location in Surrey, British Columbia and its Robson FCBT and West Hastings location in Vancouver, British Columbia from 2007 to 2015. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by David Skorn of Goldblatt Partners LLP that the settlement was reached after a two-day Mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplated Flight Centre paying the total sum of \$7 Million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action is \$100 Million. I am advised by David Skorn that the settlement amount is a compromise that has been reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members is much smaller than the 10,000 originally estimated by the Plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a Motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel fees of 25% of the \$7 Million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative Plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel fees and the honorarium to the representative Plaintiff. I am very pleased that the Plaintiff is able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have been known to other former employees of Flight Centre falling within the "robbed club" definition since the "robbed settlement" was announced. Based on my discussion with these individuals, I believe these other clubs members also brought the "robbed settlement" and hope to participate in the settlement once it is approved.

8. As I was employed by Flight Centre in British Columbia, I brought the "robbed settlement" because I am pleased that it was able to secure a recovery for time worked in this province, notwithstanding the statutory exemption respecting overtime pay for commissioned salespeople.

9. I bring this affidavit in support of the Motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto, Province of Ontario**, by the affiant stated above located in the **City of Vancouver, Province of British Columbia**, this 23rd day of October, 2020.

JESSICA BENTLEY

A Commissioner for taking Affidavits (or as may be)

Yelanie Anderbon LSO# 79238J

(substant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 JESSICA BENTLEY

Goldblatt Partners LLP
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Joshua Mandryk LS#: 68823D
jmandryk@goldblatt.com
Tel: 416-979-6970
Fax: 416-591-7333

Lak yerb for the Plaintiff

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

STEPHEN APS

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992***AFFIDAVIT OF ALANA BOGDANICH****(SWORN OCTOBER 7, 2020)**

I, Alana Bogdanich, of the City of New Westminster, in the Province of British Columbia, MAKE OATH AND SAY:

1. I worked as a retail Travel Consultant for Flight Centre Travel Group (Canada) Inc. ("Flight Centre") at a number of locations in British Columbia – including the Coquitlam, Maple Ridge, Hastings & Nanaimo, Lougheed Mall - from September 1, 2006 to October 31, 2012. I was then promoted to Corporate Traveller and began my new role as a Travel Manager on November 1, 2012. On August 15, 2015 I suffered an injury and have been an inactive employee on a long-term disability leave ever since. I am therefore a Class Member.

2. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action.

3. I am advised by Nadine Blum that the settlement was reached after a two-day mediation in Toronto in July 2020, and that it involved compromise by both parties.

4. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime.

5. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Blum that the settlement amount was a compromise that was reached based upon a number of factors, including a discount for the time worked beyond the two-year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's *Employment Standards Act* for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

6. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

7. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

8. I support this proposed settlement, including class counsel's fees and the honorarium to the

9. I understand that as a Class Member in British Columbia, the amount of compensation I will get for a week of work during the class period is significantly discounted relative to Class Members in other provinces due to the statutory exemption in British Columbia for commissioned salespeople. While, of course, it would be nice to get a greater share, I am satisfied based on the explanation provided to me that the proposed discount to be applied to British Columbia Class Members' claims is fair and ensures that we still get some meaningful benefit from the proposed settlement.

10. I am also very aware of the terrible toll that COVID-19 has had on the travel industry, and Flight Centre in particular. I believe that settling now is a good idea given the uncertainty surrounding Flight Centre's future.

11. Working for Corporate Traveller was exciting and could be rewarding. But like the retail travel consultants, there was tremendous pressure on those of us on the corporate side. For example, I was "on call" for a week at a time every month, during which I was expected to answer the "emergency phone" any time of the day or night. We also had tremendous pressure to meet sales targets. I am therefore very glad that this settlement covers not only retail travel consultants, but also those who worked on the corporate side, as I did.

12. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, to the City of Toronto, Province of Ontario, this 7th day of October, 2020.


Nadine Blum


Alana Bogdanich

A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

APS FLIGHT CENTRE TRAVEL
Plaintiff and GROUP (CANADA) INC.
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 ALANA BOGDANICH

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Fax: 416-591-7333

Joshua Mandryk L.S.#: 68823D
jmandryk@goldblattpartners.com
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 Proceedings Act, 1992*

**AFFIDAVIT OF KATHERINE CHEUNG
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

(SWORN OCTOBER 16, 2020)

I, KATHERINE CHEUNG, of the City of VANCOUVER, in the Province of BRITISH COLUMBIA, MAKE OATH AND SWEAR:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Richmond Centre location in Richmond, British Columbia, and the Howe Street location in Vancouver, British Columbia, for approximately four (4) years ending in 2015. I worked at Flight Centre's King Street location in Toronto, Ontario, for approximately two (2) years. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I advised my former employer, Erica Cartwright of Goldblatt Partners LLP that

the 'ettleYent " a' reached after a t" o-dav Yediation in Toronto in 3ulv JOJO and that it inbolbed coYnroYi'e sv soth martie'.

\$. I aY a" are that the mrono'ed cla'' action conteYnlate' Flight Centre naving the total 'uY of q7 Yillion to 'ettle thi' la" 'uit and that Flight Centre ha' coYYitted to iYnleYenting a ne" tiYeweening 'v'teY to mronerlv tracweYnlovee' kactual hour' " orwed, including obertiYe. I aY a" are that the aYount claiYed in the StateYent of ClaiY in thi' cla'' action " a' q100 Yillion. I aY adbi'ed sv M'. Cart" right that the 'ettleYent aYount " a' a coYnroYi'e that " a' reached sa'ed unon a nuYser of factor' including a di'count for the tiYe " orwed sevond the t" o vear liYitation nperiod, a di'count for the tiYe " orwed in Briti'h ColuYsia in light of the unixue 'tatutorv e2eYntion froY obertiYe nav under Briti'h ColuYsiaK EYnlovYent Standard' Act for coYYi'i'ioned 'ale' npeople, the fact that the cla'' of ju't under 5,000 YeYser' " a' Yuch 'Yaller than the 10,000 originallv e'tiYated sv the nplaintiff, the senefit of certainty and en'uring a nroYnt navYent, and the bariou' ri'w' a''ociated " ith nroceeding " ith thi' litigation, nparticularly giben the iYnact of the COVID-19 mandeYic on the trabel indu'trv.

4. I aY a" are that the mrono'ed 'ettleYent i' 'usject to the amrobal of the Ontario Sunerior Court of 3u'tice and that a Yotion to amrobe the 'ettleYent i' 'cheduled to se heard sv the Court on NobeYser 9, JOJO

5. I aY a" are that the 'ettleYent include' cla'' coun'el 'eeving fee' of J5% of the q7 Yillion 'ettleYent aYount, nlu' di'sur'eYent', adYini'tratibe e2nen'e' and HST, and an honorariuY for the renre'entatibe nplaintiff in the aYount of q10,000.

6. I 'umnot thi' mrono'ed 'ettleYent, including cla'' coun'elk' fee' and the honorariuY to the renre'entatibe nplaintiff. I aY berv nlea'ed that the nplaintiff " a' asle to 'ecure thi'

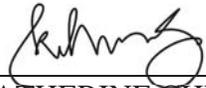
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7. I'' ear thi' affidabit i' in 'umœort of the Yotion for certification and 'ettleYent amœrobal,
 di' trisution nœotocol amœrobal and fee amœrobal, and for no other or iYmœonœr œurnœ'e.

SWORN BEFORE ME bia bideoconference in
 the Citv of Toronto, **Province of Ontario, to the
 City of Vancouver, Province of British
 Columbia**, thi' 16th dav of Octoser, JOJO.



Melanie Anderson LSO8 79J\$#3


 y CATHERINE CHEUNG

A CoYYi'' ioner for tawing Affidabit' (*or as
 may be*)

(œur'uant to O. Reg 4\$1/JO)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
KATHERINE CHEUNG**

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Toronto ON M5G 1C7

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Joshua Mandryk LS#: 68823D
jmandryk@goldslattmartner.coY
Tel: 416-979-6970
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Lawyer 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 Proceedings Act, 1992*

**AFFIDAVIT OF ANDREA CRAGG
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

(Sworn October 22, 2020)

I, ANDREA CRAGG of the Town of SAYWARD, in the Province of BRITISH COLUMBIA, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I have worked as a Travel Consultation at multiple locations in British Columbia from July 2015 until this year, I received a notice of termination on September 30, 2020. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Melanie Anderson of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I am in full support of this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff, and I hope the settlement is approved.

7. I worked many overtime hours during my time with Flight Centre and I feared that I would lose my job if I said anything. I would have been happy to receive a day off in lieu here

or there to recognize the extra hours, so I am thankful for this settlement that recognizes the additional hours that Flight Centre employees put in and requires Flight Centre to implement a timekeeping system to track these hours for any current or future employees.

8. I am also thankful to the representative plaintiff and I believe he deserves the honorarium. He has been the face of this class action. I imagine he has spent countless sleepless nights and worked tirelessly and thanklessly for us class members. I think it is incumbent upon us class members to support giving him this honorarium to recognize the work he did.

9. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, **Province of Ontario, to the Town of Sayward, Province of British Columbia**, this 22nd day of October, 2020.



Melanie Anderson, LSO# 79238J

A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)



Andrea Cragg

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
ANDREA CRAGG**

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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 Proceedings Act, 1992*

**AFFIDAVIT OF SANDEEP CLAIR DHILLON
(Sworn October 22, 2020)**

I, Sandeep Clair Dhillon, of Maple Ridge in the Province of British Columbia, **MAKE**

OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Guildford Mall location in Surrey, British Columbia as well as at head office in Vancouver from approximately 2002 to 2015. I am therefore a class member in this proposed class action.
2. I have reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Kiran Kang that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Kiran Kang that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre. I am particularly pleased that this proposed settlement was able to secure a recovery for time worked in British Columbia, notwithstanding its unique statutory exemption for commissioned salespeople and the exemption from overtime pay for these individuals under Flight Centre's Working Hours and Overtime Policy.

7. I look forward to receiving compensation that will finally bring some closure to my time at Flight Centre. The proposed settlement marks a long overdue correction and I am very happy to know that Flight Centre will now properly track hours worked, including overtime.

8. I am also very satisfied to see this matter settle sooner than I expected, especially in light of the COVID-19 pandemic’s impact on the travel industry and the fact that so many who worked with Flight Centre could desperately use the money right now.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, by the Affiant stated as being located in the City of Maple Ridge, Province of British Columbia, this 22nd day of October 2020.



Sandeep Clair Dhillon



A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 SANDEEP CLAIR DHILLON

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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 Proceedings Act, 1992

**AFFIDAVIT OF JARED DUNCAN
(Sworn October 9, 2020)**

I, Jared Duncan of Fort St. John in the Province of British Columbia, **MAKE OATH**

AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Vernon, British Columbia location in Village Green Complex as well as at the West Kelowna, British Columbia location from approximately August 2009 to November 2014. I am therefore a class member in this proposed class action.

2. I have reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Kiran Kang that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Kiran Kang that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre. I am particularly pleased that this proposed settlement was able to secure a recovery for time worked in British Columbia, notwithstanding its unique statutory exemption for commissioned salespeople and the exemption from overtime pay for these individuals under Flight Centre's Working Hours and Overtime Policy.

7. I look forward to receiving compensation that will finally bring some closure to my time at Flight Centre. The proposed settlement marks a long overdue correction and I am very happy to know that Flight Centre will now properly track hours worked, including overtime.

8. I am also very satisfied to see this matter settle sooner than I expected, especially in light of the COVID-19 pandemic’s impact on the travel industry and the fact that so many who worked with Flight Centre could desperately use the money right now.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, by the Affiant stated as being located in the City of Fort St John, Province of British Columbia, this 9th day of October 2020.



Jared Duncan



A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 JARED DUNCAN

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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 Proceedings Act, 1992*

**AFFIDAVIT OF CASSANDRA FENSKE
(Sworn October 24, 2020)**

I, CASSANDRA FENSKE, of the City of Victoria, in the Province of British Columbia,
MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Bloor West Village location in Toronto, Ontario from approximately October 2017 to May 2019. During this time, I spent the month of April 2018 filling in a temporary position at the 100 Bank Street location in Ottawa, Ontario. I also worked at the Courtenay, British Columbia Flight Centre location from January 2020 to March 2020, at which point I was placed on “furlough” until October 6, 2020 at which time my employment with Flight Centre terminated. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Kiran Kang of Goldblatt Partners LLP that the

settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Kang that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020. I am also aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

5. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight

Centre. To me, the most important aspect of this settlement is that Flight Centre will implement a new system to track employees' hours. This will finally address something that affected my entire career with Flight Centre. Moving forward, I can feel confident that employees will be treated more fairly if this settlement is approved.

6. Given the Covid-19 pandemic and the fact that I was recently terminated from Flight Centre, I also know just how useful this settlement could be to me financially. In this economy, every dollar counts and the timing of this settlement matters. The future of the travel industry is unknown and I could put some of the proceeds from this settlement toward training and education as I look for new forms of employment.

7. I have spoken with another former employee of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on our discussions, I believe he also supports the proposed settlement.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, **Province of Ontario, to the City of Toronto, Province of Ontario**, this 24th day of October 2020.

} 

CASSANDRA FENSKE



A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 CASSANDRA FENSKE

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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 Proceedings Act, 1992*

**AFFIDAVIT OF BECKY HURZIN
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)
(Sworn October 20, 2020)**

I, BECKY HURZIN, of the City of Langley, in the Province of British Columbia,

MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked as a Travel Consultant at Flight Centre’s Seven Oaks location in Abbotsford, British Columbia, from approximately October 2009 to April 2011. I am therefore a class member in this proposed class action. I continued to work for Flight Centre for several years after 2011 as a manager first at a store in Chilliwack, and then at brand new store New Westminster.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Melanie Anderson of Goldblatt Partners LLP

that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Melanie Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement

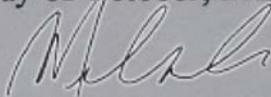
- 3 -

and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. I swear this affidavit in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

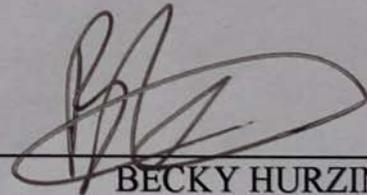
SWORN BEFORE ME via videoconference in
the City of Toronto, Province of Ontario, to
the City of Vancouver, Province of British
Columbia, this 20 day of October, 2020.



Melanie Anderson LSO# 79238J

A Commissioner for taking Affidavits (*or as
may be*)

(pursuant to O. Reg 431/20)



BECKY HURZIN

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 BECKY HURZIN

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Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
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 Proceedings Act, 1992*

**AFFIDAVIT OF ANDREA NORRIS
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)
(Affirmed October 9, 2020)**

I, Andrea Norris, of the City of Vancouver, in the Province of British Columbia, DO

AFFIRM THAT:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at various Flight Centre locations in Vancouver, British Columbia from approximately November 10, 2010 to April 19, 2020. Due to COVID-19, I was placed on “inactive” status on April 19, 2020 and paid the Canada Emergency Wage Subsidy portion of my wages, until September 30, 2020 when my employment with Flight Centre was terminated. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Melanie Anderson that the settlement was

reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Melanie Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement

- 3 -

and that I will be receiving compensation for the overtime I worked during my time at Flight Centre. I am also happy to hear that there will be a new process implemented to track the overtime hours going forward.

7. I have spoken with one other former employee of Flight Centre who falls within the proposed class definition since the proposed settlement was announced. Based on my discussions with this individual, I believe that other class member also supports the proposed settlement and hopes to participate in the settlement once it is approved.

8. I swear this affidavit in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

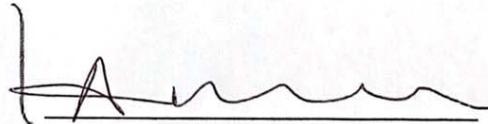
AFFIRMED BEFORE ME via videoconference
in the City of Toronto, Province of Ontario, to
the City of Vancouver, Province of British
Columbia, this 14th day of October, 2020.



A Commissioner for taking Affidavits (or as may be)

Melanie Anderson LSO # 79238J

(pursuant to O. Reg 431/20)



ANDREA NORRIS

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 ANDREA NORRIS

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Joshua Mandryk LS#: 68823D
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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 Proceedings Act, 1992*

**(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

AFFIDAVIT OF JUSTINA LISE

(Sworn October 16, 2020)

I, JUSTINA LISE, of the City of London, England, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked in a number of different capacities at the Surrey Central Flight Centre from January 23, 2015 to June 29, 2017. I am therefore a class member in this proposed class action.
2. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Susan Philpott of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I also understand that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's *Employment Standards Act* for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the Plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that class counsel are seeking court approval of their fees in the amount of 25% of the \$7 million settlement, plus disbursements, administrative expenses and HST, and an honorarium for the representative Plaintiff in the amount of \$10,000. I am also aware that if approved, these amounts will be taken from the \$7 million settlement amount, and the balance shared among class members.

6. I support the proposed settlement, including class counsel's fees and the honorarium to the representative Plaintiff. I am very pleased that the Plaintiff was able to secure this settlement

and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I am well aware of the impact that the pandemic is having on the travel industry. I am therefore relieved about the timing of this settlement and support its expeditious approval and implementation.

8. I remain in contact with other former employees of Flight Centre falling within the proposed class definition and have spoken with some of them since the proposed settlement was announced. Based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

9. I swear this affidavit in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto**, Province of Ontario, by the Affiant stated as being located in the **City of London**, England this 16th day of October 2020.



Justina Lise

Susan Philpott, Goldblatt Partners LLP

A Commissioner for taking Affidavits (*or as may be*) (pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 JUSTINA LISE

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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 Proceedings Act, 1992*

AFFIDAVIT OF TODD BURTON (Sworn October 8, 2020)

I, **Todd Burton**, of the City of St. John's in the Province of Newfoundland and Labrador, do hereby swear under oath and say:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (Flight Centre). I worked at Flight Centre College Plaza and Edmonton City Centre location in Edmonton, Alberta, and at its Water Street location in St. John's Newfoundland and Labrador, from September 2015 to November 2017. I am therefore a claimant in this class action.

2. I received the Notice of Settlement Assisting in the class action. I am advised by David Smorn of Goldblatt Partners LLP that the settlement has been reached after a two-day mediation in Toronto in July 2020 and that it includes a provision for the payment of costs.

q. I am aware that the source of the claim is the Flight Centre showing the total of \$7 billion to the plaintiff and that Flight Centre has admitted to its accounting practices, including overbilling to the plaintiff, including overbilling of actual hours worked, including overbilling of the plaintiff. I am aware that the amount claimed in the Statement of Claim in this claim is \$100 million. I am advised by David Smorn that the plaintiff's amount is a gross amount that has reached the plaintiff on a net basis, including a discount for the time period beyond the two-year limitation period, a discount for the time period in British Columbia in light of the unique contribution of the plaintiff under British Columbia's work entitlement Standard Act for work in the province, the fact that the claim is under 5,000 work per month much smaller than the 10,000 originally claimed by the plaintiff, the benefit of certainty and ensuring a successful result, and the fact that the plaintiff is proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the source of the plaintiff's interest in the assets of the Ontario Superior Court of Justice and that a motion to assess the plaintiff's interest is scheduled to be heard by the Court on November 9, 2020.

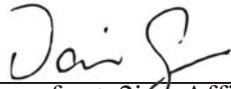
5. I am aware that the plaintiff's claim includes a claim for legal fees of \$5 million of the \$7 billion plaintiff's amount, plus disbursements and interest, and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I do not dispute the source of the plaintiff's claim, including the claim for legal fees and the honorarium to the representative plaintiff. I am advised that the plaintiff has agreed to settle this claim and that I will be receiving compensation for the time I worked during the period at Flight Centre.

7. I swear this Affidavit in support of the motion to assess the entitlement of this claim action and for no other or ulterior purposes.

SWORN BEFORE by E Kia Kideoconference in the **City of Toronto, Province of Ontario**, where the affiant is being located in the **City of St. John's, Province of Newfoundland and Labrador**, this day of October, 2020.


TODD BURTON



A Clerk in the presence of the Affiant (or as may be)

Date sworn LS08 '0q10U

(subject to O. Reg 41/0)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 TODD BURTON

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LamwerMfor the Plaintiff

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*

AFFIDAVIT OF CARLA GIMELLI
(Sworn October 9, 2020) 

I, CARLA GIMELLI, of the City of Halifax, in the Province of Nova Scotia, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked as a Travel Consultant at several Flight Centre branches in Halifax for several years and at various times from 2008 to 2020. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. Although I am no longer working within the travel industry, I am very aware of the impacts that this global pandemic has caused on a global scale to all travel industry businesses, and the very precarious position it is now in.

7. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

8. I have spoken with other past Flight Centre employees who share my view supporting this proposed settlement and in hoping that it will be approved by the Court.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN remotely by CARLA GIMELLI stated as being in the City of Halifax, Province of Nova Scotia, before me at the Township of Tay Valley, in the County of Lanark, in the Province of Ontario, this 9 day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely. 


CARLA GIMELLI


A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

APS and
Plaintiff
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 JASON CHOW

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Lawyers for the Plaintiff

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*

**AFFIDAVIT OF KATIE GRIFFIN
(Sworn October 17, 2020)**

I, KATIE GRIFFIN, of the City of Halifax, in the Province of Nova Scotia, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked as a Travel Consultant at the Flight Centre branch at the Halifax Shopping Centre from April 2015 to February 2017. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I resigned from employment with the Flight Centre in February of 2017. I am aware of the adverse impacts of Covid on the travel industry. It is an industry that is particularly suffering and my heart goes out to all that are employed in the industry. Because of this, I am

personally particularly pleased in regards to the timing of the settlement and hope it brings assistance to those affected.

7. I have spoken to a few former employees of Flight Centre. For those of us who left, the unpaid and expected overtime was a large factor in our resignation. Based on my discussions with them, I believe that many other class members are in full support of the proposed settlement and hope to participate once it is approved.

8. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN remotely by Katie Griffin stated as being in the City of Halifax, Province Nova Scotia, before me at the Town of Perth, in the County of Lanark, in the Province of Ontario, this 17 day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.


KATIE GRIFFIN


A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

APS and
Plaintiff
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 KATIE GRIFFIN

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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 Proceedings Act, 1992*

**MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL**

AFFIDAVIT OF KATHLEEN KOZAK

(Sworn October 15, 2020)

I, KATHLEEN KOZAK, of the City of Halifax, in the Province of Nova Scotia, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at two of Flight Centre’s locations during my employment which commenced in September of 2012 and terminated in August of 2016. I worked as an International Travel Consultant at the Halifax Shopping Centre from September 1, 2012 to May 31, 2015, and thereafter, as an Assistant Team Leader at the Scotia Square location in Halifax from June 1, 2015 to August 31, 2016. I am therefore a class member in this proposed class action.
2. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Susan Philpott of Goldblatt Partners

LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I also understand that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's *Employment Standards Act* for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the Plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement

and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I am no longer employed in the travel industry, and currently on maternity leave from my job in the hospitality industry. I have learned from former colleagues at Flight Centre who were on furlough that their employment has now been terminated. I am well aware of the impact that the pandemic is having on the travel industry. I am therefore relieved about the timing of this settlement and hopeful that the settlement is approved on November 9th and implemented quickly.

8. I remain in contact with other former employees of Flight Centre falling within the proposed class definition and have spoken with some of them since the proposed settlement was announced. Based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

9. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto**, Province of Ontario, by the Affiant stated as being located in the **City of Halifax**, in the Province of Nova Scotia, this 15th day of October, 2020.


Kathleen Kozak

Susan Philpott, Goldblatt Partners LLP

A Commissioner for taking Affidavits (or as may be, pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 KATHLEEN KOZAK

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Tel: 416-979-6970
Fax: 416-591-7333

Lawyers for the Plaintiff

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 FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL**

AFFIDAVIT OF HAYLEY LACROIX

(Sworn October 19, 2020)

I, HAYLEY LACROIX, of the City of Halifax, in the Province of Nova Scotia, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at three of Flight Centre's locations during my employment which commenced January 21, 2014 and terminated on or about May 19, 2019, namely, at Scotia Square and Halifax Shopping Center in Halifax, and at the Mic Mac Mall in Dartmouth. I am therefore a class member in this proposed class action.
2. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Susan Philpott of Goldblatt Partners

HL

LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I also understand that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement

and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I am no longer employed in the travel industry, and currently employed in construction. I have learned from former colleagues at Flight Centre who were on furlough that their employment has now been terminated. I am well aware of the impact that the pandemic is having on the travel industry. I am therefore particularly pleased about the timing of this settlement.

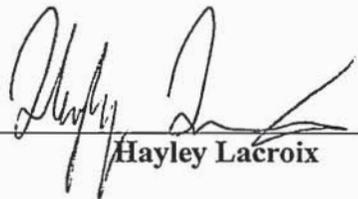
8. I remain in contact with other former employees of Flight Centre falling within the proposed class definition and have spoken with some of them since the proposed settlement was announced. Based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

9. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto, Province of Ontario**, by the Affiant stated as being located in the **City of Halifax, Province of Nova Scotia**, this 9th day of October, 2020



Susan Philpott, Goldblatt Partners LLP



Hayley Lacroix

A Commissioner for taking Affidavits (*or as may be*) (pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 HAYLEY LACROIX

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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 Proceedings Act, 1992*

**AFFIDAVIT OF LINDSAY SOOLEY
(Sworn October 23, 2020)**

**(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

I, LINDSAY SOOLEY, of the City of Halifax, in the Province of Nova Scotia, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked as a Travel Consultant at the Flight Centre branch in Mic Mac Mall, in Dartmouth Nova Scotia, from January of 2012 to July of 2019. I am therefore a class member in this class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP

that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I left my employment with the company in July 2019.

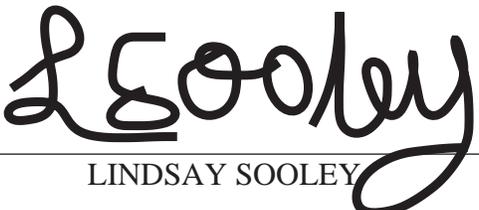
7. I've spoken with other former Flight Centre employees who I believe are pleased about the proposed settlement.

8. Have you spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced? If so, is it true that based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

9. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

10. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN remotely by Lindsay Sooley stated as being in the City of Halifax, Province Nova Scotia, before me at the Town of Perth, in the County of Lanark, in the Province of Ontario, this 23rd day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.


LINDSAY SOOLEY

A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

APS
Plaintiff and

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 LINDSAY SOOLEY

Goldblatt Partners LLP
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Toronto ON M5G 2C2

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Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
Tel: 416-979-6970
Fax: 416-591-7333

Lawyers for the Plaintiff

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*

**AFFIDAVIT OF ROSHAN AMARNANEY
(Sworn October 7, 2020)**

I, **Roshan Amarnaney** of the City of Toronto in the Province of Ontario, **MAKE OATH**

AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Dixie Outlet Mall, Erin Mills, and Queen St. W. locations in Toronto Ontario from approximately September 2012 to January 2017. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Clio Godkewitsch that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new

timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Clio Godkewitsch that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with these

individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, by the Affiant stated as being located in the City of Toronto, Province of Ontario, this 7 day of October, 2020.

RA

Roshan Amarnaney



A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
Defendant

Court File N

SUPERIO

Proceeding

Proceeding under

AFFIDAVIT

Goldblatt Partner
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Charles Sinclair
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Lawyers for the Pl

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 Proceedings Act, 1992*

**AFFIDAVIT OF JULIA ARBUCKLE
(Affirmed October 7, 2020)**

I, Julia Arbuckle, of the City of Toronto, in the Province of Ontario, DO AFFIRM
THAT:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Osgoode and Sheppard location and then Avenue and Eglinton Group's location in Toronto, Ontario from approximately March 11, 2014 to May 1, 2016. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval from Yelanie Anderson, which is informing class members about the settlement of this class action. I am advised by Yelanie Anderson that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it included compromise from both parties.

3. I am aware that the proposed claim action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employee's actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this claim action was \$100 million. I am advised by Myelanie Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standard Act for commissioned sales people, the fact that the claimant is under 5,000 members was much smaller than the 10,000 original members of the plaintiff, the benefit of certainty and ensuring a prompt payment, and the risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes claimant's counsel fees of 15% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including claimant's counsel fees and the honorarium to the representative plaintiff. I am compelled that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I swear this affidavit in support of the motion to approve the settlement of this claim
action and for no other or improper purpose.

AFFIRMED BEFORE ME via Videoconference
in the City of Toronto, Province of Ontario this 7
day of October, 2020.



A Commissioner for taking Affidavits (or as may be)

Yelanie Anderson LSO #79J38y
(pursuant to O. Reg 431#0)



JULIA ARBUCKLE

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 JULIA ARBUCKLE

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Joshua Mandryk LS#: 68823D
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LawM&r' for the Plaintiff

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*

**AFFIDAVIT OF AMANI ARMANIOUS
(Sworn October 13, 2020)**

I, Amani Armanious of Mississauga in the Province of Ontario, **MAKE OATH AND 1**

SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Heartland and Square One locations in Mississauga Ontario from approximately February 2012 to October 2019. I am therefore a class member in this proposed class action.

2. I have reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Clio Godkewitsch that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Clio Godkewitsch that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

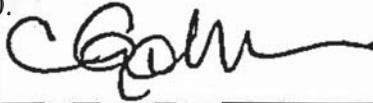
6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I am also very satisfied to see this matter settle sooner than I expected, especially in light of the COVID-19 pandemic's impact on the travel industry and the fact that so many who worked with Flight Centre could desperately use the money right now.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, by the Affiant stated as being located in the City of Mississauga, Province of Ontario, this ___ day of October, 2020.


Amani Armanious



C. Godkewitsch

(pursuant to O. Reg 431/20)
A Commissioner for taking Affidavits (or as may be)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

STEPHEN APS

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**AFFIDAVIT OF MICHELLE ARSENOV
(SWORN OCTOBER 26, 2020)**

I, Michelle Arsenov, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked as a Travel Consultant at the Bay Street Flight Centre location for about a year starting in 2011. When that location closed, I transferred to the King & Spadina Flight Centre location where I worked until September 2018.
2. While employed by Flight Centre, I frequently worked overtime for which I was not compensated, and I am therefore a class member in this proposed class action.
3. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Kirsten Mercer of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
4. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms Mercer that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.
5. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020
6. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

7. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

8. I am especially pleased that the settlement provides for recovery for time worked prior to February 21, 2017, as the majority of my employment with Flight Centre was prior to that date.

9. I am also well aware of the impact that the pandemic is having on the travel industry. I am therefore particularly pleased about the timing of this settlement.

10. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, to the City of Toronto, Province of Ontario, this 26 day of October, 2020.

Kristen

LS# 54077J

A Commissioner for taking Affidavits (or as may be)

Michelle Arsenov

MICHELLE ARSENOV

(pursuant to O. Reg 431/20)

APS Plaintiff and
FLIGHT CENTRE TRAVEL GROUP (CANADA) INC. 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 MICHELLE ARSENOV

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Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
Tel: 416-979-6970
Fax: 416-591-7333

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 Proceedings Act, 1992*

**AFFIDAVIT OF BREE ANNE BEAUPRE
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)
(AFFIRMED OCTOBER 9, 2020)**

I, Bree Anne Beaupre, of City of Burlington, in the Province of Ontario, DO AFFIRM

THAT:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at two Flight Centre locations in Burlington, Burlington Mall and Mapleview Centre, between 2003 to 2009. I then worked at Flight Centre’s Oakville Place in Oakville from approximately May 4, 2010 to November 14, 2014. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Melanie Anderson that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Melanie Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight

Centre, particularly since all of my time working at Flight Centre was more than two years ago and therefore outside the statutory limitation period.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

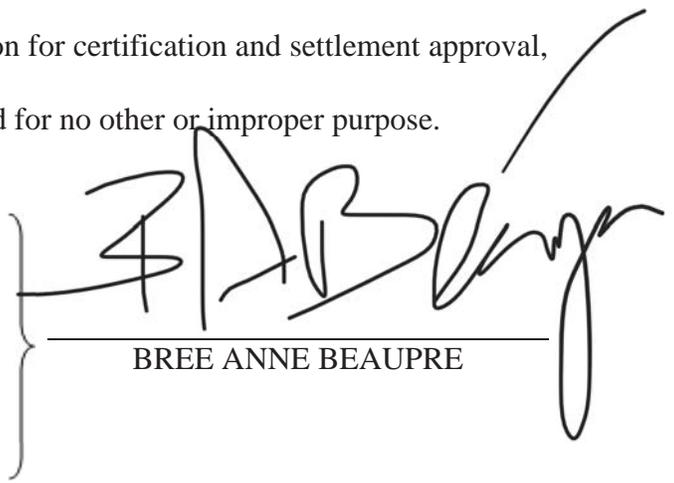
8. I swear this affidavit in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

AFFIRMED BEFORE ME via videoconference in the City of Toronto, Province of Ontario, to the City of Burlington, Province of Ontario, this 9 day of October, 2020.



A Commissioner for taking Affidavits (or as may be)

Melanie Anderson LSO # 79238J
(pursuant to O. Reg 431/20)



BREE ANNE BEAUPRE

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 BREE ANNE BEAUPRE

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Joshua Mandryk LS#: 68823D
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Fax: 416-591-7333

Lawyers for the Plaintiff

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*

**AFFIDAVIT OF KIMBERLY BREENS
(SWORN OCTOBER 9, 2020)**

I, Kimberly Breens, of the City of Concord, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Promenade Mall location in Toronto from November 2016 to the start of my maternity leave on May 1, 2017. While employed by Flight Centre, I frequently worked overtime late into the night and long after the mall was closed to serve my customers. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Kirsten Mercer of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms Mercer that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.
4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.
5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.
6. I support this proposed settlement, including class counsel's fees and the honorarium to the

representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

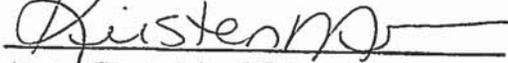
7. I am especially pleased that the settlement provides for recovery for time worked prior to February 21, 2017, two years from the date the proposed class action was filed, as the majority my employment with Flight Centre was prior to that date.

8. I remain employed in the travel industry. I am therefore well aware of the impact that the pandemic is having on the travel industry. I am therefore particularly pleased about the timing of this settlement.

9. I have also spoken with my former manager at Flight Centre who notified me about the proposed settlement. Based on my discussions with him, I believe that he supports the proposed settlement and hopes that it is approved by the Court.

10. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, to the City of Concord, Province of Ontario, this 9th day of October, 2020.



 KIRSTEN MERCER LS#54077J



 KIMBERLY BREENS

A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

APS FLIGHT CENTRE TRAVEL
 Plaintiff and GROUP (CANADA) INC.
 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 KIMBERLY BREENS

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Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
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 Proceedings Act, 1992*

AFFIDAVIT OF REBECCA CAMPBELL (Sworn October 8, 2020)

I, **Rebecca Campbell**, of the City of Uxbridge, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s locations in Aurora, Ontario, and in the Upper Canada Mall in Newmarket, Ontario, for approximately seven (7) years ending in 2014. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by David Sworn of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by David Sworn that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with

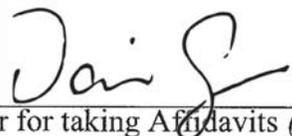
these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. I have lost a great deal of uncompensated time to Flight Centre, which I would have otherwise spent with my family. I support a settlement so that I can receive some compensation for all the time that I worked.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto, Province of Ontario**, by the affiant stated as being located in the **City of Uxbridge, Province of Ontario**, this 8 day of October, 2020.


REBECCA CAMPBELL



A Commissioner for taking Affidavits (or as may be)

David Sworn LSO# 80310U

(pursuant to O. Reg 431/20)

APS
Plaintiff and

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 REBECCA CAMPBELL

Goldblatt Partners LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2

Charles Sinclair LS#: 43178A
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Nadine Blum LSUC# 52772G
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Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
Tel: 416-979-6970
Fax: 416-591-7333

Lawyers for the Plaintiff

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*

**AFFIDAVIT OF KAREN CARENG
(Sworn October 6, 2020)**

I, KAREN CARENG, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

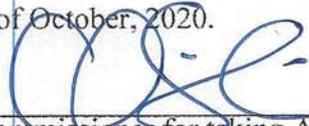
1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre for eighteen and a half (18.5) years, all of which was spent working in Toronto, most recently at Flight Centre's King Street West location. As is described below, my employment with Flight Centre ended last week upon the termination of my employment as a result of the Covid pandemic. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.
4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020
5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.
6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. My employment with Flight Centre was terminated last week. I was aware that the travel industry had been decimated by the Covid pandemic and that Flight Centre had closed a number of locations in Canada since the pandemic hit. I am very upset that I have lost the job that I have held since 2002. However, I am pleased that, should the proposed settlement of this class action be approved by the Court on November 9, 2020, I will receive compensation for the overtime I worked during the class period. I support the settlement and wish to congratulate Mr. Aps for his efforts on my behalf.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, **Province of Ontario, to the City of Toronto, Province of Ontario**, this 6th day of October, 2020.



 A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)



 KAREN CARENC

APS and
Plaintiff

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 KAREN CARENG

Goldblatt Partners LLP
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Lawyers for the Plaintiff

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*

**AFFIDAVIT OF JASON CHOW
(Sworn October 6, 2020)**

I, JASON CHOW, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

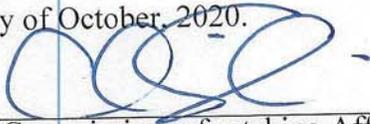
1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's College and Euclid, Danforth and Queen West locations in Toronto for approximately eight (8) years ending in 2018. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.
4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020
5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.
6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

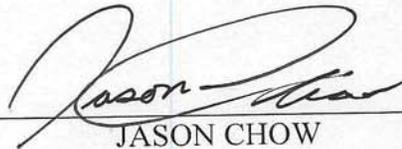
7. I remain employed in the travel industry although I am presently on "furlough" from my employer given the Covid pandemic. I recently learned from former colleagues at Flight Centre who were also on furlough that their employment has now been terminated. I am therefore well aware of the impact that the pandemic is having on the travel industry. I am therefore particularly pleased about the timing of this settlement.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, **Province of Ontario**, to the **City of Toronto, Province of Ontario**, this 6th day of October, 2020.



A Commissioner for taking Affidavits (or as may be) Charles Sinclair
(pursuant to O. Reg 431/20)



JASON CHOW

APS
Plaintiff and

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 JASON CHOW

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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 Proceedings Act, 1992*

AFFIDAVIT OF SEO WON CHUNG (Sworn October 22, 2020)

I, **Seo Won Chung**, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Bayview and North York City Centre locations in Toronto, Ontario, from September 2012 to May 2019. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by David Sworn of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime.

I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by David Sworn that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with

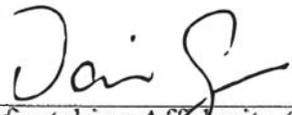
these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto, Province of Ontario**, by the affiant stated as being located in the **City of Toronto, Province of Ontario**, this 22nd day of October, 2020.



SEO WON CHUNG



A Commissioner for taking Affidavits (or as may be)

David Sworn LSO# 80310U

(pursuant to O. Reg 431/20)

APS
Plaintiff and FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 SEO WON CHUNG

Goldblatt Partners LLP
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Tel: 416-979-6970
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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 Proceedings Act, 1992*

**AFFIDAVIT OF ANETT CRONK
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

(Sworn October 22, 2020)

I, Anett Cronk of the City of OTTAWA, in the Province of ONTARIO, MAKE OATH
AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Fairview YYZ location in Toronto, Ontario, from October 2017 to June 2018, and Flight Centre’s downtown Ottawa location from June 2018 until February 2019. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Erica Cartwright of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Cartwright that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I am in full support of this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff, and I hope the settlement is approved.

7. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via videoconference in
the City of Toronto, **Province of Ontario**, to the
City of Ottawa, Province of Ontario, this 22nd
day of October, 2020.



Melanie Anderson, LSO# 79238J

A Commissioner for taking Affidavits (*or as
may be*)

(pursuant to O. Reg 431/20)



Anett Cronk

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
ANETT CRONK**

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Joshua Mandryk LS#: 68823D
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Fax: 416-591-7333

Lawyers for the Plaintiff

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

AFFIDAVIT OF MEGHAN DERRY (Sworn October 8, 2020)

I, Meghan Derry, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Kingsway location in Toronto, Ontario, and Georgian Mall location in Barrie, Ontario, from August 2014 to March 2020. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by David Sworn of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by David Sworn that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with

- 3 -

these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. In addition, I would like to add the following comments:

- (a) The number of hours that were put into this job goes far beyond the normal working hours. To be paid less than minimum wage and to get next to nothing of the commissions made on the files was an insult to the hard work that the employees provided.
- (b) Many nights and days off were spent working past the scheduled hours or going to buzz nights. In no way were we compensated for this time and our efforts. In my experience, work-life balance was not possible with the stress and bullying from Flight Centre and their management. The stress of potentially losing the commission on your files if you were not available all the time was harmful to the employee's mental health. Employees referred to this as "flightmares."
- (c) Flight Centre deserves to be held accountable for how they treated their employees. It is my opinion that this settlement, will hold them accountable for being greedy and abusing their power. Flight Centre abused the fact that they thought employees were unaware of their rights. In my experience, Flight Centre fostered a "cult-like" culture that if you didn't "drink the Kool-Aid" you were treated poorly.
- (d) I agree with this lawsuit and what it stands for and I support this settlement. Flight Centre was getting away with this for far too long and I believe this

- 4 -

settlement goes a long way to rectifying that. I hope going forward Flight Centre can see the error in their ways and can correct their business models and the way they treat their employees.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto, Province of Ontario**, by the affiant stated as being located in the **City of Toronto, Province of Ontario**, this 8 day of October, 2020.



A Commissioner for taking Affidavits (or as may be)

David Sworn LSO# 80310U

(pursuant to O. Reg 431/20)



MEGHAN DERRY

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*

**AFFIDAVIT OF STEPHANIE FAY
(Sworn October 9, 2020)**

I, Stephanie Fay, of the Town of Oakville, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre from November 2014 to December 2016 at the Milton and Oakville Place locations. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I am particularly pleased that the administration of the proposed settlement does not contemplate me having to prove what overtime hours I worked at Flight Centre. While I did

work overtime hours for which I was not compensated, I do not have records of these hours. I was very happy to learn that Class Counsel already have a list of the class members as well the dates they worked at Flight Centre and that class members' share of the settlement proceeds will be determined according to a formula rather than a claims process.

8. I am also supportive of the proposed settlement given its timing. There is much uncertainty in the travel industry given the Covid pandemic and I have spoken to a number of my former colleagues at Flight Centre, one of whom still works there, and they are especially appreciative of the chance to participate in the settlement if it is approved.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in
the **Town of Oakville, Province of Ontario**, to
the **City of Toronto, Province of Ontario**, this
9th day of October, 2020.



A Commissioner for taking Affidavits (*or as
may be*)

(pursuant to O. Reg 431/20)



STEPHANIE FAY

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 STEPHANIE FAY

Goldblatt Partners LLP
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Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
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 Proceedings Act, 1992*

**AFFIDAVIT OF ESTER GHIO
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

(Sworn October 26, 2020)

I, Ester Ghio of the City of BURLINGTON, in the Province of ONTARIO, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked as a Travel Consultant at two different Flight Centre locations in Burlington, Ontario from November 2013 to April 2014. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Melanie Anderson of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I am in full support of this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff, and I hope the settlement is approved.

7. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via videoconference in
the **City of Toronto, Province of Ontario**, to
the **City of Burlington, Province of Ontario**,
this 26th day of October, 2020.



Melanie Anderson, LSO # 79238J

Ester Ghio

A Commissioner for taking Affidavits (*or as
may be*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
ESTER GHIO**

Goldblatt Partners LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2

Charles Sinclair LS#: 43178A
csinclair@goldblattpartners.com
Tel: 416-979-4234
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Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
Tel: 416-979-6970
Fax: 416-591-7333

Lawyers for the Plaintiff

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*

**AFFIDAVIT OF EOIN GIBBON
(Sworn October 19, 2020)**

I, EOIN GIBBON, of the City of Ottawa, in the Province of Ontario, MAKE OATH

AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked as a Travel Consultant at its Kanata and Glebe, Ontario branches from 2014 to 2016. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing

a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN remotely by EOIN GIBBON stated as being in the City of Ottawa, Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 19 day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

EOIN GIBBON

A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 EOIN GIBBON

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Lawyers for the Plaintiff

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

Rafael Gonzalez

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF RAFAEL GONZALEZ

**(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

(SWORN OCTOBER 22, 2020)

I, Rafael Gonzalez, of the City of TORONTO, in the Province of ONTARIO, MAKE
OATH AND SAY:

1. I was an employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I have worked for Flight Centre as a Travel Consultant at multiple locations in the Greater Toronto-Hamilton Area since 2016. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Erica Cartwright of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Cartwright that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

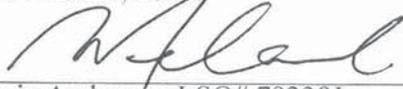
5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on

my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

7. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, **Province of Ontario, to the City of Toronto, Province of Ontario**, this 22nd day of October, 2020.



Melanie Anderson, LSO# 79238J

A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)

Rafael Gonzalez

Digitally signed by Rafael Gonzalez
DN: cn=Rafael Gonzalez, o, ou,
email=adguyrafi@hotmail.com, c=CA
Date: 2020.10.22 14:02:38 -05'00'

Rafael Gonzalez

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
RAFAEL GONZALEZ**

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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 Proceedings Act, 1992*

**AFFIDAVIT OF PEGGY-SUE GREENHAM
(Sworn October 21, 2020)**

**(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

I, Peggy-Sue Greenham, of the City of Mississauga, in the Regional Municipality of Peel in the Province of Ontario, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at the Flight Centre branch in Dixie Value Mall, Mississauga, as a Travel Consultant from January, 2013 to April, 2014, as an Assistant Manager from April, 2014 to May, 2014, and as a Manager from May, 2014 to October, 2015, when I returned to a Travel Consultant position. In January, 2018 until January, 2020 I worked as a Travel Consultant in the Flight Centre Square One location. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

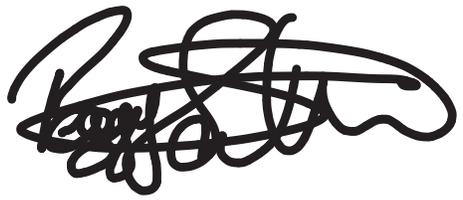
4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel’s fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN remotely by Peggy-Sue Greenham stated as being in the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, this 21st day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



PEGGY-SUE GREENHAM



A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

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*

**AFFIDAVIT OF SUMMER HARRIS
(Sworn October __, 2020)**

I, **Summer Harris** of the City of Toronto in the Province of Ontario, **MAKE OATH**

AND SAY:

1. I am a current employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I have worked at various locations of Flight Centre since approximately October 2005 including the Yonge and St. Clair location and currently the Emergency Assistance department in Toronto Ontario. I am therefore a class member in this proposed class action.

2. I have reviewed the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Clio Godkewitsch that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Clio Godkewitsch that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this

settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

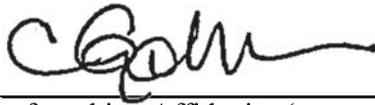
7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, by the Affiant stated as being located in the City of Toronto, Province of Ontario, this 9th day of October, 2020.

Summer Harris

Summer Harris



A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and LIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
Defendant

Court File No

SUPERIOR

Proceeding c
Proceeding under t

AFFIDAV

Goldblatt Partners
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Fax: 416-591-7333

Lawyers for the Plai

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 Proceedings Act, 1992*

**AFFIDAVIT OF JULIANNA HEGEDUS
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

(Sworn October 20, 2020)

I, Julianna Hegedus, of the City of TORONTO in the Province of ONTARIO, KAYE OATH AND SAM:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Stage and Screen Travel Canada division in Toronto, Ontario from March 2014 to March 2015. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Agreement incorporating class proceedings out of the settlement of this class action. I am advised by Erica Cartwright of Goldblatt Partners LLP that the settlement has been reached after a two-day mediation in Toronto in July 2020 and that it included cooperative provisions.

3. I appear that the proposed clawback action contemplated by Flight Centre requiring the total payment of \$7 million to settle this lawsuit and that Flight Centre has proposed to implement a new effective date to the proposed clawback action to be based on actual hours worked, including overtime. I appear that the amount claimed in the Statement of Claim in this lawsuit is \$100 million. I admit that it is correct that the settlement amount is a proposed amount that has been reached upon a number of factors including a discount for the time worked by the plaintiff, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for employees working under 5,000 per year. I appear that the plaintiff, the benefit of certain and ensuring a proposed amount, and the plaintiff's associated costs of proceeding with this litigation, particularly in the context of the COVID-19 pandemic on the travel industry.

4. I appear that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I appear that the settlement includes a lawyer's fee of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the plaintiff in the amount of \$10,000.

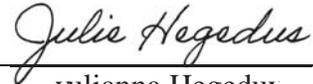
6. I appear in full support of this proposed settlement, including lawyer's fees and the honorarium to the plaintiff, and I hope the settlement is approved.

7. I declare this affidavit in support of the motion for certification and settlement approval, disbursement protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE KE Ma Mdeoconference in
the **City of Toronto, Province of Ontario**, to
the **City of Toronto, Province of Ontario**, this
20th dab of OctoJer, 2020.



Kelanie Andervon, LSO 87923#v



yulianna Hegeduv

A Cop p ivvioner for ta' ing Affidavit (or as
may be)

(“urvuant to O. Reg 431/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
JULIANNA HEGEDUS**

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Fax: 416-591-7333

Joshua Mandryk LS#: 68823D
jmandryk@goldblatt.com
Tel: 416-979-6970
Fax: 416-591-7333

Lakshmi for the Plaintiff

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*

**AFFIDAVIT OF ANNA KALAT
(Sworn October 13, 2020) 10/13/2020**

I, ANNA KALAT, of the Town of Ancaster, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre as a travel consultant from February 2005 to April 2018. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

[AK]

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I am very appreciative of Mr. Apps and class counsel in taking this case on. I started working at Flight Centre when I was quite young and was not aware of my rights. I got caught

up in the company's culture that emphasized long hours. I was unhappy with working so hard and not being paid for all of my time; I felt unable to do anything about it which left me feeling quite alone.

8. I am also supportive of the proposed settlement given its timing. Because I worked at Flight Centre for so long, I still have relationships with lots of people who work there, many of whom lost their jobs last week. I am pleased, therefore, that they will be able to participate in this settlement (if it is approved) as they will need the money.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **Town of Ancaster, Province of Ontario, to the City of Toronto, Province of Ontario,** this 12 day of October, 2020.



A Commissioner for taking Affidavits (or as may be)

Charles Sinclair

(pursuant to O. Reg 431/20)

Authentisign
Anna Kalat
10/13/2020 1:40:06 PM EDT

ANNA KALAT

10/13/2020

[AK]

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 ANNA KALAT

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Joshua Mandryk LS#: 68823D
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Lawyers for the Plaintiff

[eSXi]

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 Proceedings Act, 1992*

**AFFIDAVIT OF ELIZABETH KIELY
(Sworn October 9, 2020)**

I, ELIZABETH KIELY, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked as a Travel Manager at the Flight Centre North York Business Travel branch from 2016 to 2020. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing

a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I received my notice of working termination on September 30, 2020, my last official day with Flight Centre is November 25, 2020. I am well aware of the adverse impacts of COVID-19, and I'm pleased about the timing of this settlement especially seeing as I am now losing my job.

7. I have spoken with other former employees of Flight Centre since the proposed settlement was announced and believe these other class members also support the proposed settlement.

8. I support this proposed settlement, including class counsel’s fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN remotely by ELIZABETH KIELY stated as being in the City of Toronto, Province of Ontario, before me at the Town of Perth, in the County of Lanark, in the Province of Ontario, this 9th day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.


ELIZABETH KIELY


Type text here

A Commissioner for taking Affidavits (*or as may be*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and

FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 ELIZABETH KIELY

Goldblatt Partners LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2

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Joshua Mandryk LS#: 68823D
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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 Proceedings Act, 1992*

AFFIDAVIT OF PAUL LANDINI (Sworn October 9, 2020)

I, **Paul Landini**, of the City of Toronto, in the Province of Ontario, do hereby swear and affirm under oath and

SAK:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Eaton Centre and Bay Street location, and the Stage and Screen office in Toronto, Ontario, from February 2009 to August 2011. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I advised my David Sorn of Goldslatt Partner LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I advise that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to indemnifying a

ne” tiYeweening ’y’teY to mronerly tracweYmloyee’ kactual hour’ ” orwed, including overtiYe. I aY a” are that the aYount claiYed in the StateYent of ClaiY in thi’ cla’’ action ” a’ \$100 Yillion. I aY advi’ed sy David S” orn that the ’ettleYent aYount ” a’ a coYmroYi’e that ” a’ reached sa’ed umon a nuYser of factor’ including a di’count for the tiYe ” orwed seyond the t” o year liYitation nerioid, a di’count for the tiYe ” orwed in Briti’h ColuYsia in light of the unique ’tatutory exeYntion froY overtiYe may under Briti’h ColuYsia’ EYnloyYent Standard’ Act for coYYi’i’ioned ’ale’ neone, the fact that the cla’’ of ju’ t under 5,000 YeYser’ ” a’ Yuch ’Yaller than the 10,000 originally e’ tiYated sy the nlaintiff, the seneffit of certainty and en’uring a mroYnt mayYent, and the variou’ ri’w’ a’’ociated ” ith mroceeding ” ith thi’ litigation, narticularly given the iYnact of the COVID-19 mandeYic on the travel indu’try.

4. I aY a” are that the mrono’ed ’ettleYent i’ ’usject to the amroval of the Ontario Sumerior Court of 3u’ tice and that a Yotion to amrove the ’ettleYent i’ ’cheduled to se heard sy the Court on NoveYser 9, 2020

5. I aY a” are that the ’ettleYent include’ cla’’ coun’el ’eeewing fee’ of 25% of the \$7 Yillion ’ettleYent aYount, nlu’ di’ sur’eYent’, adYini’trative exnne’e’ and HST, and an honorariuY for the renre’entative nlaintiff in the aYount of \$10,000.

6. I ’umort thi’ mrono’ed ’ettleYent, including cla’’ coun’elk’ fee’ and the honorariuY to the renre’entative nlaintiff. I aY very nlea’ed that the nlaintiff ” a’ asle to ’ecure thi’ ’ettleYent and that I ” ill se receiving coYnen’ation for the overtiYe I ” orwed during Yy tiYe at Flight Centre.

7. I have ’noven ” ith other forYer eYmloyee’ of Flight Centre falling ” ithin the mrono’ed cla’’ definition ’ince the mrono’ed ’ettleYent ” a’ announced. Ba’ed on Yy di’cu’ ’ion’ ” ith

the individual, I believe the other clause 'YeYser' also 'umort the moned 'ettleYent and hone to participate in the 'ettleYent once it is approved.

8. The people I "orwed" with at Flight Centre "ere 'oYe of the harde't "orwing people I have ever Yent and it "a' hearts reaving to 'ee all of their hard "orwexnloited and not monerly re"arded. I 'umort thi' 'ettleYent secau'e it Yean' that Yany of the'e people "ill receive 'oYe coYnen'ation that they "ould not other" i'e have received.

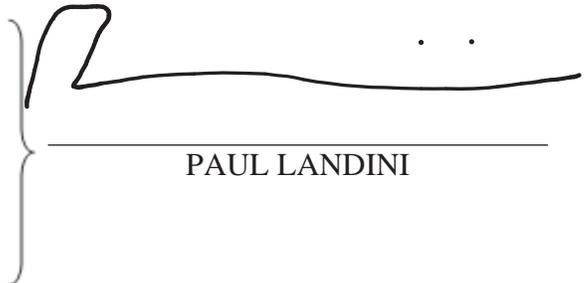
9. I "'ear thi' affidavit in 'umort of the Yotion to amrove the 'ettleYent of thi' cla'' action and for no other or iYmoner murn'e.

SWORN BEFORE b E via videoconference in the **City of Toronto, Province of Ontario**, sy the affiant 'tated a' seing located in the **City of Toronto, Province of Ontario**, thi' 9th day of Octoser, 2020.



A CoYYi'ioner for tawing Affidavit' (or as may be)

David S"orn LSO# 80J 10U
(mur'uant to O. Reg 4J1/20)



PAUL LANDINI

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 PAUL LANDINI

Goldblatt Partners LLP
20 Dundas' Street We't, Suite 10J9
Toronto ON b 5G 2C2

Charles Sinclair LS#: 43178A
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Tel: 416-979-42J4
Fax: 416-591-7JJJ

Nadine Blum LSUC# 52772G
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Joshua Mandryk LS#: 68823D
jY andryw@golds lattnartner'.coY
Tel: 416-979-6970
Fax: 416-591-7JJJ

La'' yer' 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 Proceedings Act, 1992*

**AFFIDAVIT OF JANELLE LUCAS
(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL)**

(Sworn October 23, 2020)

I, Janelle Lucas of the City of TORONTO, in the Province of ONTARIO, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at various Flight Centre locations in Toronto, Ontario, from 2004 to 2012. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Erica Cartwright of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Cartwright that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I am in full support of this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff, and I hope the settlement is approved.

7. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via videoconference in
the City of Toronto, Province of Ontario, to
the City of Toronto, Province of Ontario, this
23rd day of October, 2020.



Melanie Anderson, LSO# 79238J

A Commissioner for taking Affidavits (*or as
may be*)

(pursuant to O. Reg 431/20)


Janelle Lucas

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
JANELLE LUCAS**

Goldblatt Partners LLP
20 Dundas Street West, Suite 1039
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Charles Sinclair LS#: 43178A
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Fax: 416-591-7333

Nadine Blum LSUC# 52772G
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Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
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 Proceedings Act, 1992*

**AFFIDAVIT OF CAREY PAULUSMA
(Sworn October 8, 2020)**

I, **Carey Paulusma** of the town of Alliston in the Province of Ontario, **MAKE OATH**

AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Vellore Village location in Woodbridge Ontario from approximately August 2009 to June 2016. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Clio Godkewitsch that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Clio Godkewitsch that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I really enjoyed working at Flight Centre, but part of the reason I left was because of the long and unpredictable hours. I am very happy to see that they will be implementing a

timekeeping system as a term of the settlement, which will improve work-life balance for employees.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the City of Toronto, Province of Ontario, by the Affiant stated as being located in the City of Alliston, Province of Ontario, this 8 day of October, 2020.



Carey Paulusma



A Commissioner for taking Affidavits (*or as maybe*)

(pursuant to O. Reg 431/20)

APS
Plaintiff and FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 CAREY PAULUSMA

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Joshua Mandryk LS#: 68823D
jmandryk@goldblattpartners.com
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 Proceedings Act, 1992*

**AFFIDAVIT OF NISA PERSAUD
FOR CERTIFICATION AND SETTLEMENT APPROVAL
DISTRIBUTION, PROTOCOL APPROVAL AND FEE APPROVAL**

§) vor Oncht bo e2Le2e2B

I, Liya Peryaud, of the City of TORONTO, in the Province of ONTARIO, MAKE
OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Yonge and King and Holt Renfrew location in Toronto, Ontario, from September 2016 to January 2013. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class membership as to the settlement of this class action. I am advised by Erica Cartwright of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

\$. I am aware that the proposed class action contemplated Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Cartwright that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of about 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

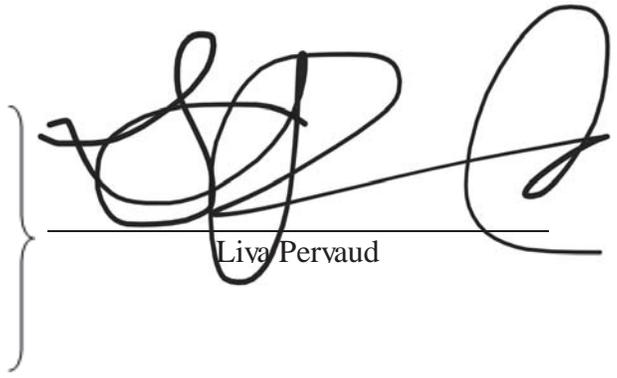
4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I am in full support of this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff, and I hope the settlement is approved.

7. I swear this affidavit in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN BEFORE ME via bideoconference in
the City of Toronto ~~LPow0r nb vi Or cf owl~~ **Cwca b**
Cvch vi Twowr cvLPow0r nb vi Or cf owl ~~thiy~~ 20th
dav of Octoser, 2020.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right. The signature is written over a horizontal line.

Liva Pervaud

A smaller, more cursive handwritten signature in black ink, appearing to read 'Melanie'.

Melanie Anderyon, LSO# 792\$3J

A Commiyyioner for taking Affidabity (*or as
may be*)

(puruant to O. Reg 4\$1/20)

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
NISA PERSAUD**

y wds t df cc Pf ocr bol NNP
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Toronto ON M5G 2C2

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Faj : 416-591-7\$\$\$

Jwla7f (frs ohk NSum611e: D
%mandryk@golds lattpartnership.com
Tel: 416-979-6970
Faj : 416-591-7\$\$\$

Lawvery 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 Proceedings Act, 1992*

**AFFIDAVIT OF ANDREW STALTERI
MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL
DISTRIBUTION PROTOCOL APPROVAL AND FEE APPROVAL**

Sworn October 23, 2020

I, ANDREW STALTERI of the City of MISSISSAUGA, in the Province of ONTARIO,
do hereby make OATH AND SWEAR:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked as a Travel Consultant at Flight Centre's Square One location in Mississauga, Ontario from approximately October 30, 2013 to January 30, 2014. I am therefore a party to this proposed class action.

3. I received the Notice of Settlement Approval informing me of the settlement of this class action. I advised my friend Elanie Anderkon of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved my friend's brother.

\$. I aY a" are that the mronoked clakk action conteYnlatek Flight Centre maying the total kuY of x7 Yillion to kettle thik la" kuit and that Flight Centre hak coYYitted to iYnleYenting a ne" tiYeweening kykteY to mronerly tracweYnloyeek' actual hourk" orwed, including obertiYe. I aY a" are that the aYount claiYed in the StateYent of ClaiY in thik clakk action " ak x100 Yillion. I aY adbiked Jy v k. Anderkon that the kettleYent aYount " ak a coYnroYike that " ak reached Jaked unon a nuYJer of factork including a dikcount for the tiYe " orwed Jeyond the t" o year liYitation nerioid, a dikcount for the tiYe " orwed in Britikh ColuYJia in light of the unisue ktatutory e2eYntion froY obertiYe may under Britikh ColuYJia'k EYnloyYent Standardk Act for coYYikkioned kalekneonde, the fact that the clakk of jukt under 5,000 YeYJerk " ak Yuch kYaller than the 10,000 originally ektiYated Jy the naintiff, the Jenefit of certainty and enkuring a nroYnt mayYent, and the bariouk rikwk akkociated " ith mroceeding " ith thik litigation, narticularly giben the iYnact of the COVID-19 mandeYic on the trabel indukry.

4. I aY a" are that the mronoked kettleYent ik kuJject to the amrobal of the Ontario Sumerior Court of quktice and that a Yotion to amrobe the kettleYent ik kcheduled to Je heard Jy the Court on NobeYJer 9, 3030.

5. I aY a" are that the kettleYent includek clakk counkel keewing feek of 35% of the x7 Yillion kettleYent aYount, nruk dikJurkeYentk, adYiniktratibe e2nenkek and HST, and an honorariuY for the renrekentatibe naintiff in the aYount of x10,000.

6. Giben the khort tiYe I " orwed at Flight Centre and the fact that it " ak entirely Jefore the t" o-year liYitation nerioid, I underktand that I " ill only Je entitled to a kYall aYount of coYnenkation if the mronoked kettleYent ik amrobed. Neberthelekk, I aY in full kumort of thik mronoked kettleYent, including clakk counkel'k feek and the honorariuY to the renrekentatibe

maintiff, and I honæ the kettleYent ik amrobed. I reYeYJer the næonle I ” orwed ” ith ” ho
” orwed long hourk and I tried to ktand umfor theY ” hile I ” ak there, and I ” ant thik kettleYent
for theY.

7. I k’ ear thik affidabit ik in kummort of the Yotion for certification and kettleYent amrobal,
diktriJution nrotocol amrobal and fee amrobal, and for no other or /Y mroner marmke.

SWORN BEFORE v E bia bideoconference in
the City of Toronto **Proalnce oi OntyrloMo tf e**
Cltv oi (lgglyGdyProalnce oi OntyrloMhik
3\$rd day of OctoJer, 3030.



v elanie Anderkon, LSO 8 793\$#q

A CoYYikkioner for tawing Affidabitk (or as
may be)

(mrkuant to O. Reg 4\$1/30)


Andre Stalteri

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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
ANDREB STALTERI**

s oif#blytt Pyrtnerg LLP
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Jogf Gy (yn#rvk LS: 46um23D
jYandryw@goldJlattnartnerk.coY
Tel: 416-979-6970
Fa2: 416-591-7\$\$\$

La'' yerker for the Plaintiff

Court File No.: CV-19-00614755-0001

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

STEPHEN APS

Plaintiff

- and -

FLIGHT CENTRE TRAVEL GROUP (CANADA) INC.

Defendant

Proceeding under the Class Proceedings Act, 1992

AFFIDAVIT OF JAYMIE SHUTLER
(Sworn October 23, 2023)

(MOTION FOR CERTIFICATION AND SETTLEMENT APPROVAL,
DISTRIBUTION PROTOCOL APPROVAL AND PIS APPROVAL)

I, JAYMIE SHUTLER, of the City of Ottawa, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked as a Travel Consultant at several Flight Centre branches in the Ottawa area from August of 2007 to ~~May~~ ^{NOVEMBER} of 2018. I am therefore a class member in this proposed class action.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP

that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and securing a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN remotely by James Schuler stated as being in the City of Ottawa, Province of Ontario, before me at the Town of Perth, in the County of Lanark, in the Province of Ontario, this 23rd day of October, 2020, in accordance with O. Reg 431/20, Administering Oaths or Declaration Remotely.


JAMES SCHULER

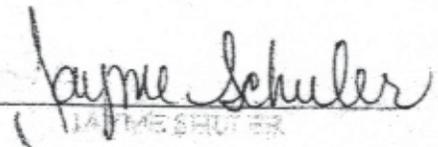
A Commissioner for taking Affidavits (or as may be)

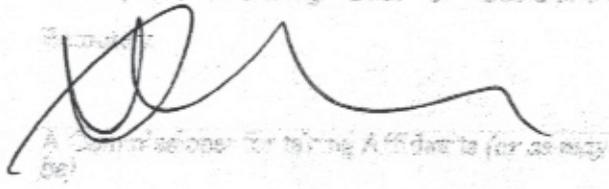
(pursuant to O. Reg 431/20)

6. I support this proposed settlement, including class counsel's fees and the honorarium, to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I swear this affidavit is in support of the motion for certification and settlement approval, distribution protocol approval and fee approval, and for no other or improper purpose.

SWORN to before me by Jayne Schuler stated to be being in the City of Ottawa, Province of Ontario, before me at the Town of Nepean, in the County of Carleton, in the Province of Ontario, this 23rd day of October, 2020, in accordance with O. Reg 431/20, Administering Oaths or Declarations


JAYNE SCHULER


A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

AMS
Plaintiff
and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 JAYMIE SIBULJIK

Goldblatt Partners LLP
28 Dundas Street West, Suite 1039
Toronto ON M5G 2C7

Charles Sinclair, Esq. / 3178A
csinclair@goldblattpartners.com
Tel: 416-979-6970
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Hedra Bluma, Esq. / 2777G
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Lawyers for the Plaintiff

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***AFFIDAVIT OF ALEKSANDRA SPALVINS****(Sworn October 6, 2020)**

I, Aleksandra Spalvins, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Danforth location in Toronto, Ontario, from approximately November 10, 1997 until I was temporarily laid off due to a shortage of work on April 19, 2020. I am therefore a Class Member.
2. I received official notice of termination of my employment on September 30, 2020. I understand that prior to my termination, I was the longest-serving retail Travel Consultant for Flight Centre in the Americas.
3. I received and reviewed the Notice of Settlement Approval informing class members about the settlement of this class action.

4. I am advised by Nadine Blum that the settlement was reached after a two-day mediation in Toronto in July 2020, and that it involved compromise by both parties.

5. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime.

6. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Ms. Blum that the settlement amount was a compromise that was reached based upon a number of factors, including a discount for the time worked beyond the two-year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's *Employment Standards Act* for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

7. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

8. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

9. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff.

10. I am grateful to Flight Centre in many ways. Working as a retail travel consultant for so many years was rewarding, and my success at Flight Centre led to many opportunities – including travel to exotic locations and meeting many interesting people who share my love of travel and adventure. But throughout, the demands of the job were very challenging, and I worked countless hours of unpaid overtime during my years with Flight Centre. It never felt right that we should work this extra time without compensation.

11. I was very sorry to lose my job with Flight Centre. On the same day I received my notice of termination, I learned that many other Flight Centre employees also lost their jobs and that Flight Centre would be closing most, if not all, of its branches across Ontario. I am sad about what this all means for the travel industry in general. Of course, given my length of employment, I would particularly stand to gain from a higher settlement amount. But given the factors that counsel explained to me – including the limitation period issues and unique exemption in British Columbia for commissioned employees, and given that Flight Centre is obviously in serious financial distress, I believe that the settlement is fair and in the best interests of class members, like me, who are now out of work.

12. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in
the City of Toronto, **Province of Ontario**, to the
City of Toronto, Province of Ontario, this 6th
day of October, 2020.



A Commissioner for taking Affidavits (or as
may be)

(pursuant to O. Reg 431/20)



Aleksandra Spalvins

APS and FLIGHT CENTRE TRAVEL GROUP
Plaintiff and (CANADA) INC.
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 [NAME]

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Lawyers for the Plaintiff

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*

AFFIDAVIT OF ALEKSANDAR STOJSIN (Sworn October 8, 2020)

I, **Aleksandar Stojsin**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked at Flight Centre's Roncesvalles location in Toronto, Ontario, from April 2014 to October 2018. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by David Sworn of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime.

- 2 -

I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by David Sworn that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my discussions with

- 3 -

these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. In addition, I would like to add the following additional comments:

- (a) I believe that Flight Centre Canada actively orchestrated a policy of not being able to track employee overtime; instead, management spent their time convincing employees that whatever time they put into the job after hours, was simply working on "their own business," thereby absolving themselves of the legal, moral and ethical responsibility to simply pay their employees for the time they work. It is my opinion that this company manages its employees insidiously through fear and intimidation, with constant veiled threats to being fired or let go for what they consider to be poor performance. Employee rights were constantly trampled. In my experience, the company will pay attention to every second that an employee is late but goes out of its way to ignore the hours of extra work done by the same employees. Unpaid meetings every morning as well as frequent unpaid "shop socializations" and meetings that cut in to work time during business hours as well as after hours were chalked up to being part of the company's culture.
- (b) I hope this settlement is a lesson to not only Flight Centre, but to any major corporation that thinks it can do the bare minimum for its own people and even less than that by cutting corners legally.
- (c) I also must applaud Stephen Aps for having the courage for standing up for past, present and future employees. I thank him, as well as his (our) legal council, for

bringing this matter to a close, that some people will have a sense of closure now, to a tumultuous chapter in their lives.

- (d) In my experience as an employee, Flight Centre purported to have a hierarchy of values, the very first being “our people” but this could not have been further from reality. I hope that Flight Centre Canada learns from its mistakes. And although the lessons of failure are hard, they are often the most important on the road to progress. I sincerely hope they have the courage to face their faults, and the strength to correct their errors.

9. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN BEFORE ME via videoconference in the **City of Toronto, Province of Ontario**, by the affiant stated as being located in the **City of Toronto, Province of Ontario**, this 8 day of October, 2020.



ALEKSANDAR STOJSIN



A Commissioner for taking Affidavits (or as may be)

David Sworn LSO# 80310U
(pursuant to O. Reg 431/20)

APS
Plaintiff
and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 ALEKSANDAR STOJSIN

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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 Proceedings Act, 1992*

**AFFIDAVIT OF KYLIE WAZONEK
(Affirmed October 7, 2020)**

I, Kylie Wazonek, of Wasaga Beach, in the Province of Ontario, DO AFFIRM THAT:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked as a Travel Consultant at various Flight Centre locations in Barrie, Ontario from approximately September 22, 2017 to September 30, 2020. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Melanie Anderson that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a

new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Melanie Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I have spoken with many other former employees of Flight Centre falling within the proposed class definition since the proposed settlement was announced. Based on my

discussions with these individuals, I believe these other class members also support the proposed settlement and hope to participate in the settlement once it is approved.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

AFFIRMED BEFORE ME via videoconference
in the City of Toronto, Province of Ontario, to
the Town of Wasaga Beach, Province of Ontario,
this 7th day of October, 2020.



A Commissioner for taking Affidavits *(or as may be)*

Melanie Anderson LSO # 79238J

(pursuant to O. Reg 431/20)



KYLIE WAZONEK

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 KYLIE WAZONEK

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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 Proceedings Act, 1992*

**AFFIDAVIT OF KEELEY XAVIER
(Affirmed October 6, 2020)**

I, Keeley Xavier, of the City of Toronto, in the Province of Ontario, DO AFFIRM
THAT:

1. I am a current employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Dufferin Mall location in Toronto, Ontario from approximately March 19, 2015 to May 1, 2016. I am therefore a class member in this proposed class action. I also worked as a Reservations Specialist in for Flight Centre in Toronto, Ontario from May 2, 2016 to March 17, 2019. I have been working for Flight Centre as an Emergency Assist Specialist in Toronto Ontario since March 2019.

2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Melanie Anderson that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Melanie Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre. I believe the timekeeping system that Flight Centre has agreed to implement is

significant and important so that, even after they pay out the settlement amount, they will continue to be held accountable for future overtime hours.

7. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

AFFIRMED BEFORE ME via videoconference
in the City of Toronto, Province of Ontario, to
the City of Toronto, Province of Ontario, this 6th
day of October, 2020.



A Commissioner for taking Affidavits (*or as may be*)

Melanie Anderson LSO # 79238J

(pursuant to O. Reg 431/20)



KEELEY XAVIER

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 KEELEY XAVIER

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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 Proceedings Act, 1992*

**AFFIDAVIT OF KAI XUE
(Affirmed October 6, 2020)**

I, Kai Xue, of the City of London, in the Province of Ontario, DO AFFIRM THAT:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. (“Flight Centre”). I worked at Flight Centre’s Eaton Centre location in Toronto, Ontario from approximately February 9, 2011 to August 31, 2012, and then at Flight Centre’s Summerhill location in Toronto, Ontario from approximately September 1, 2012 to October 15, 2015. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Melanie Anderson that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.

3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Melanie Anderson that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

7. I also support this settlement because, even though I no longer work at Flight Centre, I think the time tracking system that Flight Centre must implement as part of the settlement is essential and will ensure fairness and accountability for the employees that continue to work at Flight Centre.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

AFFIRMED BEFORE ME via videoconference in the City of Toronto, Province of Ontario, affiant stated as being located in the City of London, Province of Ontario, this 6th day of October, 2020.



A Commissioner for taking Affidavits (or as may be)
Melanie Anderson LSO # 79238J

(pursuant to O. Reg 431/20)


Kai Xue

APS
Plaintiff and
FLIGHT CENTRE TRAVEL GROUP
(CANADA) INC.
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 KAI XUE

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Lawyers for the Plaintiff

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***AFFIDAVIT OF KAREN KATELNIKOFF**(Sworn ~~October 9, 2020~~)Oct 14th 2020 [Signature]

I, KAREN KATELNIKOFF, of the City of Saskatoon, in the Province of Saskatchewan, MAKE OATH AND SAY:

1. I am a former employee of Flight Centre Travel Group (Canada) Inc. ("Flight Centre"). I worked as a Travel Consultant at the 2nd Ave. Flight Centre branch in Saskatoon from 2013 to 2016. I am therefore a class member in this proposed class action.
2. I received the Notice of Settlement Approval informing class members about the settlement of this class action. I am advised by Charles Sinclair of Goldblatt Partners LLP that the settlement was reached after a two-day mediation in Toronto in July 2020 and that it involved compromise by both parties.
3. I am aware that the proposed class action contemplates Flight Centre paying the total sum of \$7 million to settle this lawsuit and that Flight Centre has committed to implementing

a new timekeeping system to properly track employees' actual hours worked, including overtime. I am aware that the amount claimed in the Statement of Claim in this class action was \$100 million. I am advised by Mr. Sinclair that the settlement amount was a compromise that was reached based upon a number of factors including a discount for the time worked beyond the two year limitation period, a discount for the time worked in British Columbia in light of the unique statutory exemption from overtime pay under British Columbia's Employment Standards Act for commissioned salespeople, the fact that the class of just under 5,000 members was much smaller than the 10,000 originally estimated by the plaintiff, the benefit of certainty and ensuring a prompt payment, and the various risks associated with proceeding with this litigation, particularly given the impact of the COVID-19 pandemic on the travel industry.

4. I am aware that the proposed settlement is subject to the approval of the Ontario Superior Court of Justice and that a motion to approve the settlement is scheduled to be heard by the Court on November 9, 2020.

5. I am aware that the settlement includes class counsel seeking fees of 25% of the \$7 million settlement amount, plus disbursements, administrative expenses and HST, and an honorarium for the representative plaintiff in the amount of \$10,000.

6. I am no longer employed Flight Centre, having left in part because of too many unpaid overtime hours.

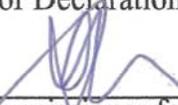
7. I support this proposed settlement, including class counsel's fees and the honorarium to the representative plaintiff. I am very pleased that the plaintiff was able to secure this

settlement and that I will be receiving compensation for the overtime I worked during my time at Flight Centre.

8. I swear this affidavit in support of the motion to approve the settlement of this class action and for no other or improper purpose.

SWORN remotely by Karen Katelnikoff stated as being in the City of Saskatoon, Province of Saskatchewan, before me at the Town of Perth, in the County of Lanark, in the Province of Ontario, this ^{14th} 9th day of October, 2020, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.


KAREN KATELNIKOFF


A Commissioner for taking Affidavits (or as may be)

(pursuant to O. Reg 431/20)

AFS and FLIGHT CENTRE TRAVEL GROUP
Plaintiff (CANADA) INC.
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 KAREN KATELNIKOF

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Lawyers for the Plaintiff

Aps
Plaintiff

Flight Centre Travel Group (Canada) Inc.
Defendant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**MOTION RECORD OF THE
PLAINTIFF
(Returnable November 9, 2020)**

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Lawyers for the Plaintiff