

[Draft Translation]

CANADA

SUPERIOR COURT
(Class Action)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

GAÉTANE CUMMINGS

Applicant

No.: 500-06-000521-100

vs.

VIA RAIL CANADA INC.

Respondent

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. The parties hereto agree that the purpose of this settlement agreement (the “**Settlement**” or the “**Agreement**”) is to definitively resolve the class action proceedings in the case at hand, as well as the rights and recourses of all the members of the group, as the group is defined in the Settlement.
2. The parties agree that they intend to fully, definitively and permanently resolve, settle and release and discharge the past, current and possible claims of the members of the group against VIA Rail Canada Inc., and to resolve the class action proceedings without any other recourse by the members of the group, subject to the terms and conditions set out in the Settlement and subject to final approval by the Court.
3. The Settlement is conditional upon the Court’s final approval, failing which the Settlement shall be deemed to be null and void and the parties, and the individuals who are members of the group, shall then revert to the *status quo* prior to the execution of the Settlement, including the individuals who are members of the group who would have requested exclusion or opted out further to the publication of the notices informing the members of the group about the Settlement.
4. The parties hereto undertake to collaborate so that the Settlement is approved by the Court and is given full effect. To this end, the parties and their attorneys undertake to jointly assert before the Court that the Settlement and all the provisions thereunder are fair and reasonable and that it was concluded in the interests of the parties and the members of the group.

II. DEFINITIONS

5. Unless the context indicates otherwise, the following definitions apply to the Settlement Agreement and its Appendices, and the singular includes the plural and the masculine gender includes the feminine gender:
- 5.1 “**Applicant**” or “**Representative of the Group**” means Ms. Gaétane Cummings;
- 5.2 “**Claim Documents**” means, for Group A Members, collectively, the duly completed Claim Form 1-A together with the Eligible Ticket for Group A Members or the Proof of Purchase of the Eligible Ticket for Group A Members and, for Group B Members, Claim Form 1-B;
- 5.3 “**Claim Form 1-A**” means the form required to avail oneself of the Credit to Group A Members, a copy of which is attached hereto (**Appendix 1-A**) and is available on VIA’s Internet site (www.viarail.ca/en/classaction);
- 5.4 “**Claim Form 1-B**” means the claim form required to avail oneself of the Discount for Group B Members, a copy of which is attached hereto (**Appendix 1-B**) and is available on VIA’s Internet site (www.viarail.ca/en/classaction);
- 5.5 “**Class Action**” means the motion for authorization to institute a class action by Gaétane Cummings against VIA Rail Canada Inc. and filed in the record of the Superior Court of Quebec on September 1, 2010;
- 5.6 “**Court**” means the Superior Court of Quebec, District of Montreal, presided by the Honourable Chantal Masse;
- 5.7 “**Credit to Group A Members**” means a credit of 50% of the price paid by Group A Members, including taxes, to purchase an Eligible Ticket for Group A Members;
- 5.8 “**Discount for Group B Members**” means a discount of 50% on the lowest purchase price posted by VIA when purchasing a ticket for an Eligible Trip for Group B Members;
- 5.9 “**Eligible Ticket for Group A Members**” means the ticket for a trip taken by Group A Members between August 31, 2007 and August 31, 2010 between Toronto and Vancouver with at least one night onboard in a Sleeper Car.
- 5.10 “**Eligible Trip for Group B Members**” means a trip between Toronto and Vancouver, with at least one night onboard in the accessible compartment of a Renovated Sleeper Car, said trip must be taken within the year following the putting into service by VIA of the Renovated Sleeper Cars, which is scheduled for 2014;
- 5.11 “**Eligible Trip for the Credit to Group A Members**” means the train ticket or tickets purchased by a Group A Member for their personal use, for one or more trips onboard a VIA train, in the entire VIA network, said trip or trips must be taken within the 12 months that follow the Final Judgment;
- 5.12 “**Final Judgment**” means the judgment that definitively authorizes the Class Action, that approves the Settlement and orders its implementation as provided under Section XVIII;
- 5.13 “**Group**” means Group A and Group B, as respectively defined below;

- 5.14 **“Group A”** or **“Group A Member”** or collectively **“Group A Members”** means all persons residing in Canada who have a disability and are permanently reliant on a Wheelchair for their mobility and who personally purchased a train ticket from VIA for a trip which said individuals took between August 31, 2007 and August 31, 2010 between Toronto and Vancouver with at least one night onboard in a Sleeper Car;
- 5.15 **“Group B”** or **“Group B Member”** or collectively **“Group B Members”** means all persons residing in Canada who have a disability and are permanently reliant on a Wheelchair for their mobility, who are not Group A Members, and who want to travel onboard a VIA train for a trip between Toronto and Vancouver with at least one night onboard in a Renovated Sleeper Car in the year following the putting into service by VIA of said Renovated Sleeper Car in 2014;
- 5.16 **“Media Notice”** means a notice published in the media across Canada, as provided under Section XIV, to the attention of all the members of the Group, within 30 days following the Preliminary Judgment, a copy of which is attached hereto (**Appendix 3**) and is available on VIA’s Internet site (www.viarail.ca/en/classaction);
- 5.17 **“Motion for Final Approval”** means a motion presented by the Parties for final approval of the Settlement after the communication and publication of the Notices;
- 5.18 **“Motion for Preliminary Approval”** means the motion made on June 4, 2013, for the preliminary approval of the Settlement and the Court’s authorization to publish the Notices;
- 5.19 **“Notice of Final Judgment”** means a notice to the attention of the members of the Group posted on VIA’s Internet site, at www.viarail.ca/en/classaction, within two business days following the Final Judgment, informing them that the Final Judgment was rendered and that the Settlement was approved and providing information to Group A Members, a copy of which is attached hereto (**Appendix 5**);
- 5.20 **“Notice of Putting Into Service”** means a notice to the attention of Group B Members posted by VIA on its Internet site, at www.viarail.ca/en/classaction, within two business days following the putting into service of the Renovated Sleeper Cars, to notify them that said Renovated Sleeper Cars have been put into service and that they may avail themselves of the Discount for Members of Group B within the year that follows this putting into service, a copy of which is attached hereto (**Appendix 6**);
- 5.21 **“Notice on VIA’s Internet site”** means a detailed notice to the attention of the members of the Group, posted on VIA’s Internet site, at www.viarail.ca/en/classaction, within 30 days of the Preliminary Judgment, a copy of which is attached hereto (**Appendix 4**);
- 5.22 **“Notice to the 49 Group A Members”** means an individual notice sent by VIA to each of the 49 Group A Members, whose coordinates are still in VIA’s possession, within 30 days of the Preliminary Judgment, a copy of which is attached hereto (**Appendix 2**) and is available on VIA’s Internet site (www.viarail.ca/en/classaction);
- 5.23 **“Notice”** means all the notices sent and published by VIA in order to inform the members of the Group about the Class Action, the Settlement, their right to opt out of the Settlement and the procedure to follow.

- 5.24 “**Objection Form**” means the form available to members of the Group who wish to assert their objections to the Settlement during the hearing on the Motion for Final Approval before the Court, a copy of which is attached hereto (**Appendix 8**) and is available on VIA’s Internet site (www.viarail.ca/en/classaction);
- 5.25 “**Parties**” means Gaétane Cummings and VIA Rail Canada Inc.;
- 5.26 “**Preliminary Judgment**” means the judgment that authorizes the Class Action on a preliminary basis for settlement purposes and for the publication of the notices as provided under Section XVII;
- 5.27 “**Proof of Purchase of the Eligible Ticket for Group A Members**” means a receipt or proof of purchase of the Eligible Ticket for Group A Members with sufficient details to show that the Group A Member travelled with a ticket which constitutes an Eligible Ticket for Group A Members;
- 5.28 “**Renovated Sleeper Car**” means a renovated Park Sleeper Car, with an accessible double sleeping compartment, for which the putting into service by VIA between Toronto and Vancouver is scheduled for 2014;
- 5.29 “**Request for Exclusion/to Opt Out**” means the form available to members of the Group who wish to be excluded/opt out of the Group and the Class Action and the Settlement, a copy of which is attached hereto (**Appendix 7**) and is available on VIA’s Internet site (www.viarail.ca/en/classaction);
- 5.30 “**Settlement**” or “**Agreement**” means the Settlement Agreement between Gaétane Cummings and VIA Rail Canada Inc.;
- 5.31 “**Sleeper Car**” means a rail car with sleeping compartments used by VIA in the trains that namely travel between Toronto and Vancouver;
- 5.32 “**Time Limit to Request Exclusion/to Opt Out**” means the period of 30 days following the publication of the Media Notice during which time the members of the Group may, if they wish, request exclusion/opt out of the Group and the Class Action and the Settlement;
- 5.33 “**VIA**” means VIA Rail Canada Inc.;
- 5.34 “**Wheelchair**” means a seat with a backrest mounted on two wheels enabling a person with a disability who is permanently reliant on a wheelchair for their mobility. The wheelchair may be folding or rigid, manual or electric, but must be no wider than 81 cm (32 in.) in width (once fully open) and must weigh no more than 68 kg (150 lbs) in the case of an electric wheelchair, unless the departure and destination stations are equipped with lifts to load and unload them;

III. BACKGROUND OF THE CLASS ACTION AND NEGOTIATIONS HAVING LED TO THE SETTLEMENT

6. The foregoing and following provisions are part of the Settlement.
7. On or around September 3, 2010, Gaétane Cummings (the “**Applicant**”) served the Respondent with the motion for authorization to institute a class action in the case at hand (the “**Class Action**”) on behalf of the natural persons forming part of the following group:

- 7.1 [Translation] “All persons residing in Canada with a disability who are Wheelchair reliant for their mobility and who used the services offered by the defendant or who were deprived of its services due to the inaccessibility of their rail cars.”
8. The Applicant essentially alleges that the trains of VIA Rail Canada Inc. (hereinafter “**VIA**”) and the sleeper cars that comprise them are not accessible to people with a disability who are permanently reliant on a Wheelchair for their mobility and that VIA would, therefore, be in default of complying with the obligations imposed on it by law.
 9. VIA denies the Applicant’s claims and denies having contravened any obligation whatsoever.
 10. Further to the service of the Class Action, the Applicant and VIA (collectively, the “**Parties**”) initiated discussions in order to settle the Class Action out of Court.
 11. In this context, the Applicant requested and received certain information from VIA about VIA trains, the different routes travelled by VIA and the rail cars used for these different routes, as well as information about the accessibility of VIA’s trains and rail cars.
 12. The Applicant acknowledges that the issue of accessibility covered by the Class Action essentially deals with the accessibility of the sleeping compartments of some VIA Sleeper Cars.
 13. Moreover, the Applicant acknowledges that passenger rail transportation on VIA trains is subject to certain intrinsic and inherent constraints resulting from the use of rails and rail cars.
 14. The Applicant thus acknowledges that the physical, technical, architectural and safety constraints to which passenger rail transportation is subject do not allow for unrestricted movement by persons who have a disability and who are permanently reliant on a Wheelchair for their mobility.
 15. Further to exchanges between the Parties, and in light of the information which the Applicant obtained from VIA, the Parties agreed, without any admission, on the terms and conditions of the Settlement of the Class Action for the benefit of the members of the Group.
 16. As at the date hereof, the Superior Court of Quebec, District of Montreal, presided by the Honourable Chantal Masse, (the “**Court**”) has not yet authorized the institution of the Class Action.
 17. Thus, and given the foregoing and given the provisions in the Settlement, VIA consents to the Court authorizing, for the sole purposes of settlement in accordance with the terms and conditions of the Settlement, the institution of the Class Action in the case at hand on behalf of the individuals who are part of the Group as defined by the Settlement.
 18. Moreover, and solely for Settlement purposes, VIA agrees that the Applicant may act as representative of the members of the Group (the “**Representative of the Group**”) for the purposes of instituting said Class Action.
 19. No other proceedings of a similar nature are currently pending against VIA before Canadian courts and the Parties agree that the Settlement of the Class Action against VIA applies to all the members of the Group in Canada, as defined by the Settlement.

IV. DECLARATION OF ABSENCE OF LIABILITY BY VIA

20. VIA is a corporation that operates national passenger rail services on behalf of the Government of Canada and provides Canadians with passenger rail transportation services that are safe, efficient, respectful of its customers and environmentally friendly.
21. In keeping with its fundamental values, and given the Class Action, VIA responsibly acted without delay by proposing to settle it, thereby seeking to ensure that the members of the Group be indemnified, even though VIA denies all liability in the case at hand.
22. It is in this context, and without any admission of liability, that VIA concluded the Settlement.
23. VIA denies and continues to deny the claims alleged by the Applicant as Representative of the Group in the Class Action and VIA asserted and continues to assert numerous means of defence in regards thereto which, it believes, would ultimately be founded in law were the Class Action to proceed before the Court.
24. VIA confirms that it had also undertaken, well before the Class Action, and it continues to do so, to renovate the cars that are used in the trains used for passenger rail transportation in Canada in order to make them more accessible, subject to constraints beyond VIA's control that are inherent to rail transportation.

V. GOOD FAITH NEGOTIATIONS BETWEEN THE PARTIES

25. Subject to the foregoing, the Applicant and VIA concluded that it was desirable for the Class Action to be entirely and definitively resolved with regards to all the members of the Group in accordance with the terms of the Settlement.
26. The Parties, through their attorneys, initiated discussions and negotiations in good faith with a view of attempting to settle the Class Action out of court, pursuant to a Settlement, the terms and conditions of which are fair and reasonable for all the members of the Group.
27. The Parties agreed that the Applicant will receive an indemnity that is specific to her pursuant to the Settlement.
28. In fact, VIA affirms that the Applicant's situation is particular, that the circumstances alleged by the Applicant in its regard and the representations that she would have had regarding the accessibility of VIA cars constitute a unique and isolated case.
29. Therefore, the scope and nature of the complaints made personally by the Applicant in the Class Action are, specific to her, thus justifying that she receive an individual indemnity different from the one offered to the other members of the Group, to indemnify her for damages that are personal to her.

VI. REQUISITE EVENTS

30. The attorneys for the Applicant and for the members of the Group and the attorneys for VIA will make every effort, in a manner consistent with the terms and conditions of the Settlement, to obtain a Final Judgment from the Court approving the Settlement and

granting authorization to institute the Class Action against VIA for Settlement purposes only.

31. The attorneys for the Applicant and for the members of the Group and the attorneys for VIA agree to make every effort, in a manner consistent with the Settlement, to remedy any defect detected by the Court with a view of obtaining a final judgment approving the Settlement.

VII. CONDITIONAL SETTLEMENT

32. The Settlement is conditional upon obtaining the Court's full approval and provided the Court's ruling on the final approval of the Settlement becomes definitive, failing which it shall be deemed null and void and the Parties and the members of the Group shall then revert to the *status quo* before the execution of the Settlement, including the individuals who would have requested exclusion/opted out of the Settlement.
33. If the Court does not approve a portion of the Settlement, the full Settlement shall then become null and void, with the exception that the Applicant, the attorneys for the Applicant and for the members of the Group and the attorneys for VIA may agree in writing to give effect to an amended settlement and ask the Court to approve such amended settlement.
34. If the Settlement becomes null for any reason whatsoever, all the measures taken by the Parties according to its terms and conditions and all negotiations related thereto shall remain confidential and shall be without prejudice. No admission of law or fact and no combination of admission of law or fact shall be declared to exist as a result of the Settlement, its terms and conditions or the Parties' conduct related thereto.
35. If the Settlement is not approved or is not otherwise concluded in accordance with its terms and conditions:
 - a) the Applicant may continue the Class Action against VIA on her own behalf and on behalf of the Group depending on the procedural decisions, circumstances and position that existed in this case on the date on which the Applicant, the attorneys for the Applicant and for the Group and the attorneys for VIA agreed on the terms and conditions of the Settlement;
 - b) VIA shall maintain all the rights to pursue its defence in this case depending on the procedural decisions, circumstances and position that existed in this case on the date on which the Applicant, the attorneys for the Applicant and for the Group and the attorneys for VIA agreed on the terms and conditions of the Settlement.
36. If the Settlement is not definitively approved by the Court or if its terms and conditions are cancelled or do not take effect according to the Settlement, the Parties shall resume their respective positions in connection with the Class Action on the date of the execution of the Settlement.
37. In such case, the terms and conditions of the Settlement shall no longer have any effect with regard to the Parties, and neither the terms and conditions of the Settlement nor the conduct of the Parties pursuant thereto shall be used and shall not be admissible in connection with the Class Action or any other proceeding for any purpose whatsoever and any judgment or any order sanctioned by the Court in accordance with the terms and conditions of the Settlement shall be treated as having been retroactively cancelled.

38. No Court order, no amendment, no reversal in appeal of a Court order regarding the fees, expenses and costs of the attorneys for the Applicant and of the members of the Group shall serve as grounds to annul or cancel the Settlement.

VIII. SETTLEMENT TERMS, CONDITIONS AND IMPLEMENTATION

39. The Group covered by the Class Action included natural persons residing in Canada with a disability who are permanently reliant on a Wheelchair for their mobility and who used the services offered by VIA or who would have been deprived of VIA services due to the inaccessibility alleged by the Applicant of VIA rail cars.
40. It is possible to identify certain persons residing in Canada with a disability who are permanently reliant on a Wheelchair for their mobility and who used the services offered by VIA between Toronto and Vancouver, but it is extremely complex to identify the natural persons residing in Canada with a disability and who are permanently reliant on a Wheelchair for their mobility who would have been deprived of VIA services due to an alleged accessibility problem.
41. Consequently, for the purposes of the Settlement, the Group covered by the Class Action and the Settlement is comprised of persons residing in Canada with a disability who are permanently reliant on a Wheelchair for their mobility.
42. Moreover, for the purposes of the Settlement, the Parties agree that a wheelchair is defined as follows: a seat with a backrest mounted on two wheels enabling a person with a disability who is permanently reliant on a wheelchair for their mobility. The wheelchair may be folding or rigid, manual or electric, but must be no wider than 81 cm (32 in.) in width (once fully open) and must weigh no more than 68 kg (150 lbs) in the case of an electric wheelchair, unless the departure and arrival stations are equipped with lifts to load and unload them (a "**Wheelchair**").

IX. GROUP COVERED BY THE CLASS ACTION

43. Given the foregoing, the Group covered by the Class Action is comprised of the following sub-groups A and B (hereinafter collectively the "**Group**"):
 - 43.1 Group A: all persons residing in Canada with a disability who are permanently reliant on a Wheelchair for their mobility and who personally purchased a train ticket from VIA for a trip which said persons took between August 31, 2007 and August 31, 2010 between Toronto and Vancouver with a least one night onboard in a rail car with sleeping compartments used by VIA in the trains that namely travel between Toronto and Vancouver ("**Sleeper Car**").
 - 43.2 The persons who comprise Group A, as defined in sub-section 43.1 above, are individually referred to as "**Group A Member**" or collectively as "**Group A Members**".
 - 43.3 Group B: all persons residing in Canada with a disability who are permanently reliant on a Wheelchair for their mobility, who are not Group A Members, and who want to travel onboard a VIA train for a trip between Toronto and Vancouver with at least one night onboard in a Renovated Park Sleeper Car, with an accessible double sleeping compartment, which is scheduled to be put into service by VIA

between Toronto and Vancouver in 2014 (“**Renovated Sleeper Car**”), within the year following the putting into service by VIA of said Renovated Sleeper Car;

- 43.4 The persons who comprise Group B, as defined in sub-section 43.3 above, are individually referred to as “**Group B Member**” or collectively as “**Group B Members**”.

X. INDEMNITY TO GROUP A MEMBERS

1) CREDIT TO GROUP A MEMBERS

44. The ticket purchased by Group A Members for the trip which these individuals took between August 31, 2007 and August 31, 2010, between Toronto and Vancouver, with at least one night onboard in a Sleeper Car constitutes an “**Eligible Ticket for Group A Members**”.
45. Group A Members shall be entitled to an indemnity equal to a credit of 50% of the price they paid, including taxes, in order to purchase the Eligible Ticket for Group A Members, (the “**Credit to Group A Members**”).
46. Each Group A Member may use the Credit to Group A Members to personally purchase for their personal use, one or more train tickets, in the VIA network, for one or more trips onboard a VIA train, for the entire amount of the Credit to Group A Members and said trip or trips must be completed within 12 months following the Final Judgment (the trip or trips being the “**Eligible Trip for the Credit to Group A Members**”).
47. The purchase of a train ticket or tickets by a Group A Member using the Credit to Group A Members for an Eligible Trip for the Credit to Group A Members is subject to seat availability in accordance with VIA’s policy entitled *Special Needs*, which is found on VIA’s Internet site at <http://www.viarail.ca/en/travel-info/special-needs>.

2) PROCEDURE TO CLAIM THE CREDIT TO GROUP A MEMBERS

48. Each person who is a Group A Member and who wishes to claim and use the Credit to Group A Members for an Eligible Trip for the Credit to Group A Members must, within 120 days following the Final Judgment:
- 48.1 complete the required claim form to request the Credit to Group A Members (“**Claim Form 1-A**”), which is attached to the Settlement as **Appendix 1-A** and is available on VIA’s Internet site at www.viarail.ca/en/classaction; and
- 48.2 attach the Eligible Ticket for Group A Members to Claim Form 1-A; and
- 48.3 return Claim Form 1-A and the Eligible Ticket for Group A Members to VIA within the 120-day time limit following the Final Judgment.
49. If a Group A Member no longer has the Eligible Ticket for Group A Members in their possession, they may still request and benefit from the Credit to Group A Members by completing Claim Form 1-A and attaching thereto a receipt or proof of purchase of the Eligible Ticket for Group A Members (the “**Proof of Purchase of the Eligible Ticket for Group A Members**”) with sufficient details to show that they took a trip onboard a VIA train between Toronto and Vancouver with at least one night onboard in a Sleeper Car between August 31, 2007 and August 31, 2010.

50. Upon receipt by VIA, within the 120-day time limit following the Final Judgment, of the duly completed Claim Form 1-A together with the Eligible Ticket for Group A Members or the Proof of Purchase of the Eligible Ticket for Group A Members (collectively the “**Claim Documents**”), from the Group A Members, VIA undertakes to:
- 50.1 create a specific customer file for each Group A Member who will have sent the duly completed Claim Documents;
 - 50.2 calculate the amount of the Credit to Group A Members to which each Group A Member is entitled pursuant to the Settlement;
 - 50.3 contact each Group A Member by e-mail who will have sent the duly completed Claim Documents in order to inform them of:
 - a) the amount of the Credit to Group A Members to which the Group A Member is entitled;
 - b) the time limit within which a Group A Member must avail themselves of the Credit to Group A Members to which they are entitled.
51. Group A Members who do not return the duly completed Claim Form 1-A accompanied by the Eligible Ticket for Group A Members, or the Proof of Purchase of the Eligible Ticket for Group A Members to VIA within the 120-day time limit following the Final Judgment or who fail to file a Request for Exclusion/to Opt Out in accordance with the terms of the Settlement may not benefit from the Credit to Group A Members and shall, in all respects, be subject to the provisions of the Settlement, to the releases set out herein and to the judgment and shall be bound by same.
52. Group A Members who will not have used the Credit to Group A Members or a portion of the Credit to Group A Members to take one or more trips onboard a VIA train within 12 months following the Final Judgment shall no longer, after such time limit, benefit from and use the Credit to Group A Members. Upon the expiry of the 12 months following the Final Judgment, VIA may withdraw the Credit to Group A Members or any balance thereof from the specific customer file created for each Group A Member.

3) PROCEDURE TO USE THE CREDIT TO GROUP A MEMBERS

53. Each Group A Member who is entitled to a Credit to Group A Members and who wishes to use their Credit to Group A Members for an Eligible Trip of the Credit to Group A Members must contact VIA, by telephone, by dialing toll free 1-888-VIA-RAIL (1-888-842-7245) or TTY 1-800-268-9503, to purchase a ticket for such Eligible Trip for the Credit to Group A Members and use their Credit to Group A Members.

XI. INDEMNITY TO GROUP B MEMBERS

4) DISCOUNT FOR GROUP B MEMBERS

54. Group B Members shall be entitled to a 50% discount on the lowest purchase price posted by VIA (the “**Discount for Group B Members**”) when purchasing a VIA train ticket for a trip taken personally by the Group B Members between Toronto and Vancouver, with at least one night onboard in a Renovated Sleeper Car within the year that follows the putting into service by VIA of said Renovated Sleeper Cars.

55. The Discount for Group B Members shall apply to the lowest purchase price posted by VIA when purchasing a trip between Toronto and Vancouver, with at least one night onboard in a Renovated Sleeper Car, said trip must be taken within the year following the putting into service by VIA of the Renovated Sleeper Car, which is scheduled for 2014 (the “**Eligible Trip for Group B Members**”).
56. Thus, the Discount for Group B Members that will be offered by VIA and that will apply on the lowest purchase price posted by VIA at the time of purchasing an Eligible Trip for Group B Members, constitutes a true indemnity, in compliance with the objective of the Parties within the Settlement.
57. The purchase of a train ticket by the Group B Member for an Eligible Trip for Group B Members using the Discount for Group B Members is subject to seat availability in accordance with the terms of VIA’s policy entitled “*Special Needs*” which is found on VIA’s Internet site at <http://www.viarail.ca/en/travel-info/special-needs>.

5) PROCEDURE TO USE THE DISCOUNT FOR GROUP B MEMBERS

58. Each person who is a Group B Member and who wishes to claim and use the Discount for Group B Members for an Eligible Trip for Group B Members must, within 120 days following the Final Judgment:
 - 58.1 complete the required claim form to request the Discount for Group A Members (“**Claim Form 1-B**”), which is attached to the Settlement as **Appendix 1-B** and is available on VIA’s Internet site at www.viarail.ca/en/classaction; and
 - 58.2 return Claim Form 1-B to VIA within the 120-day time limit following the Final Judgment.
59. Upon receipt by VIA, within the 120-day time limit following the Final Judgment, of Claim Form 1-B duly completed by Group B Members, VIA undertakes to:
 - 59.1 create a specific customer file for each Group B Member who will have sent the duly completed Claim Form 1-B;
 - 59.2 contact each Group B Member by e-mail who will have sent the duly completed Claim Form 1-B in order to inform them of:
 - a) the exact date at which the Renovated Sleeper Car in the Toronto/ Vancouver corridor will be put into service, once this date is known; and
 - b) the time limit during which a Group B Member must avail themselves of the Discount for Group B Members to which they are entitled.
60. Group B Members who do not return the duly completed Claim Form 1-B to VIA within the 120-day time limit following the Final Judgment or who fail to file a Request for Exclusion/to Opt Out in accordance with the terms of the Settlement shall not benefit from the Discount for Group B Members and shall, in all respects, be subject to the provisions of the Settlement, to the releases and discharges set out herein and to the judgment and shall be bound by them.

6) PROCEDURE TO USE THE DISCOUNT TO GROUP B MEMBERS

61. Each person who is a Group B Member and who wishes to avail themselves of the Discount for Group B Members for an Eligible Trip for Group B Members must, in the year following the putting into service by VIA of the Renovated Sleeper Car, contact VIA's customer service department by telephone, by dialing toll free 1-888-VIA-RAIL (1-888-842-7245) or TTY 1-800-268-9503, in order to purchase a train ticket for an Eligible Trip for Group B Members.
62. Group B Members who do not avail themselves of the Discount for Group B Members for an Eligible Trip for Group B Members in the year following the putting into service by VIA of the Renovated Sleeper Car or who fail to file a Request for Exclusion/to Opt Out in accordance with the terms of the Settlement shall not benefit from the Discount for Group B Members and will, in all respects, be subject to the provisions of the Settlement, to the releases and discharges set out herein and to the judgment and shall be bound by them.
63. Group B Members who will not have used the Discount for Group B Members or a portion of such Discount for Group B Members to take one or more trips onboard a VIA train within the twelve (12) months following the Final Judgment will no longer be able to benefit from and use the Discount for Group B Members. Upon the expiry of the twelve (12) months following the Final Judgment, VIA may withdraw the Discount for Group B Members or any balance thereof from the specific customer file created for each Group B Member.

XII. INDEMNITY TO THE APPLICANT

64. The Applicant, who is a member of Group A, will receive from VIA the sum of \$1,666.67, which includes applicable taxes, which is the sum disbursed by the Applicant to purchase her train ticket for a trip between Toronto and Vancouver taken from September 17 to 21, 2009, as well as the sum of \$30,000, in capital, interest and costs, as damages for the unique troubles and inconveniences she suffered and that are specific to her.
65. In fact, it appears that VIA gave the Applicant incorrect factual information about the accessibility of VIA's trains and VIA's Sleeper Car between Toronto and Vancouver and that the Applicant relied on this incorrect information to book her train ticket and plan her trip between Toronto and Vancouver.
66. In relying on this incorrect information, the Applicant believed that she would have a fully accessible sleeping compartment, that she would be able to access the dining car and the glass-domed car and that she would be able to go from one rail car to another with her own Wheelchair.
67. The information which the Applicant received is incorrect in that such movement is not possible within the train or the rail car in which the Applicant was travelling given the inherent constraints of rail transportation and the configuration of this train and which lead to technical and physical limitations.
68. Thus, during her entire trip between Toronto and Vancouver, the Applicant had to remain in her sleeping compartment and she suffered physical and moral injuries as well as injury

to her dignity, which result from an isolated factual situation requiring a special indemnification, even though the Applicant is a member of Group A.

XIII. SINGLE INDEMNIFICATION FOR GROUP MEMBERS

69. It is agreed that Group A Members cannot avail themselves of the terms of the Settlement applicable to Group B Members and that Group B Members cannot avail themselves of the terms of the Settlement applicable to Group A Members.
70. It is also agreed that the Applicant shall not avail herself of the terms of the Settlement applicable to Group A Members and Group B Members.
71. VIA will act as administrator of the implementation of the terms and conditions of the Settlement and shall assume the cost of implementing the Settlement terms and conditions.
72. VIA will keep the originals of the Claim Forms it will have received pursuant to the implementation of the Settlement for a period of ten (10) years effective as of the Court's Final Judgment.
73. In addition to information that is relevant to the Settlement that will be available on VIA's Internet site at www.viarail.ca/en/classaction, VIA will provide members of the Group with a telephone line dedicated exclusively to members of the Group so that they may contact VIA to obtain information about the Settlement and answers to questions they may have about the Settlement. Information regarding this dedicated telephone line will be located on VIA's Internet site.

XIV. NOTICE TO GROUP MEMBERS

74. Subject to the Court's approval, in order to inform the members of the Group of the Class Action, the Settlement, their right to request exclusion/opt out of the Settlement and the procedure to follow, the Parties agree that VIA shall send and publish different notices in French and in English to the attention of the members of the Group in accordance with the terms and conditions outlined below, the notices are collectively referred to as the "**Notices**".
75. The Applicant and VIA will present a Motion for Preliminary Approval of the Settlement and authorization to publish the Class Action Settlement Notices on June 4, 2013, in accordance with the provisions of Section XVI of the Settlement.

7) NOTICES TO GROUP A MEMBERS, WHOSE COORDINATES ARE IN VIA'S POSSESSION

76. VIA declares that according to the verifications it made through its databases and internal systems, there are 129 persons with a disability who permanently rely on a Wheelchair for their mobility and who personally purchased a train ticket from VIA for a trip taken by them between August 31, 2007 and August 31, 2010 between Toronto and Vancouver with at least one night onboard in a Sleeper Car, some of whom reside in Canada and, therefore, are Group A Members.
77. Moreover, VIA declares that pursuant to its document retention policies, it keeps certain relevant personal information about passengers who purchase train tickets, including, amongst other things, the names, civic addresses, e-mail addresses, telephone numbers

and/or financial information pertinent to the payment of the purchase price of a ticket, for a maximum period of two years, inasmuch as such information is provided when a ticket is purchased.

78. Thus, and given that the Eligible Ticket for Group A Members deals with a trip taken by Group A Members between August 31, 2007 and August 31, 2010, VIA only has the personal coordinates of 49 out of the 129 Group A Members.
79. Therefore, VIA undertakes, as more fully outlined hereinafter in the Settlement, to directly and individually contact the 49 Group A Members, whose coordinates VIA still has in its possession by e-mail or registered mail, to notify them about the Settlement.
80. As for the other Group A Members whose personal coordinates VIA no longer has, VIA undertakes to notify them of the Settlement through Media Notices.
81. Within 30 days of the Preliminary Judgment, VIA will send a bilingual Notice, by e-mail or registered letter, to each of the 49 Group A Members whose coordinates VIA still has (the "**Notice to the 49 Group A Members**"); the Notice to the 49 Group A Members is attached to the Settlement as **Appendix 2**.

8) NOTICES TO ALL MEMBERS OF THE GROUP (INCLUDING GROUP A MEMBERS AND GROUP B MEMBERS)

82. Within 30 days following the Preliminary Judgment, VIA will publish in the media (press) referred to hereinafter, across Canada, to the attention of all the members of the Group, a notice, in French or in English depending on the media (the "**Media Notice**"); the Media Notice is attached to the Settlement as **Appendix 3**.

83. The Media Notice will be published once in the following dailies:

Market	Newspapers
National	The Globe and Mail
Vancouver	Vancouver Province
	Vancouver Sun
Victoria	Victoria Times Colonist
Edmonton	Edmonton Journal
	The Edmonton SUN
Jasper	Stony Plain Reporter (Weekly)
Prince George	Prince George Citizen
Calgary	Calgary Sun
	Calgary Herald
Regina	Regina Leader-Post
Saskatoon	Saskatoon StarPhoenix
Churchill	Hudson Bay Post
Winnipeg	Winnipeg Free Press
	The Winnipeg SUN
Toronto	Toronto Star
	Toronto SUN
Ottawa	Ottawa Citizen
	The Ottawa SUN
London	London Free Press
	The Londoner (Weekly)
Kingston	Kingston Whig-Standard (Daily Community)
Niagara Falls	Niagara Falls Review (Daily Community)
Sarnia	Sarnia This Week (Weekly)
	The Observer (Daily Community)
Brockville	Recorder & Times (Daily Community)
Windsor	Windsor Star

Sudbury	The Sudbury Star (Daily Community)
Montreal	Montreal Gazette
	La Presse
	Journal de Montréal
Quebec	Journal de Québec
	Le Soleil
Gatineau	Le Droit
Moncton	Times and Transcript
Halifax	The Chronicle Herald
Fredericton	Daily Gleaner
Charlottetown	The Guardian
St-John (T-N)	Telegram
Whitehorse (NWT)	Whitehorse Star
Yellowknife	Yellowknifer
Nunavut (Iqualuit)	News/North

9) NOTICE TO MEMBERS OF THE GROUP ON VIA’S INTERNET SITE

84. VIA is the only passenger rail transportation carrier in Canada, with the result that all the members of the Group who wish to travel onboard a VIA train must consult VIA’s Internet site to learn about the offered services and consult VIA’s policy entitled “*Special Needs*”, which is found on VIA’s Internet site at <http://www.viarail.ca/en/travel-info/special-needs>;
85. Within 30 days of the Preliminary Judgment, VIA will post on its Internet site, at www.viarail.ca/en/classaction, on an easily-found, dedicated Internet page, a detailed bilingual notice to all the members of the Group, (the “**Notice on VIA’s Internet site**”); the Notice on VIA’s Internet site is attached to the Settlement as **Appendix 4**.

10) NOTICE TO MEMBERS OF THE GROUP ON VIA’S INTERNET SITE TO INFORM THEM ABOUT THE FINAL JUDGMENT

86. Within two business days following the Final Judgment, VIA will post on its Internet site, at www.viarail.ca/en/classaction, on an easily-found, dedicated Internet page, a bilingual notice to members of the Group, including Group A Members, informing them that the Final Judgment was rendered and that the Settlement was approved, reminding Group A Members that they must send VIA the Claim Documents to avail themselves of the Credit to Group A Members (the “**Notice of Final Judgment**”) within the 120-day time limit following the Final Judgment; the Notice of Final Judgment is attached to the Settlement as **Appendix 5**.

11) NOTICE TO GROUP B MEMBERS ON VIA'S INTERNET SITE TO INFORM THEM OF THE PUTTING INTO SERVICE OF THE RENOVATED SLEEPER CARS IN THE TORONTO/VANCOUVER CORRIDOR

87. Within two business days following the putting into service of VIA's Renovated Sleeper Cars in the Toronto/Vancouver corridor, which is scheduled for 2014, VIA will post on its Internet site, at www.viarail.ca/en/classaction, on an easily-found, dedicated Internet page, a bilingual notice to the attention of Group B Members to notify them that the Renovated Sleeper Cars have been put into service and that they may avail themselves of the Discount for Group B Members in the year that follows said putting into service, which is scheduled for 2014 (the "**Notice of Putting Into Service**"); the Notice of Putting Into Service is attached to the Settlement as **Appendix 6**.
88. In addition to the Notice of Putting Into Service (Appendix 6), VIA shall contact by e-mail each of the Group B Members who will have sent the duly completed Claim Form 1-B to inform them of the exact date of the putting into service of the Renovated Sleeper Car in the Toronto/Vancouver corridor, in accordance with sub-section 58.2 of the Settlement.

XV. NOTICE COSTS

89. VIA will assume all the costs of disseminating and publishing the Notices in accordance with the terms of the Settlement.

XVI. EXCLUSIONS/OPTING OUT AND OBJECTIONS

90. The provisions of this Section XVI shall apply to any request for exclusion/to opt out.
91. Members of the Group are entitled to request exclusion from/opt out of the Group and the Settlement. Members of the Group who will not have exercised their right to be excluded/to opt out as provided by the Settlement will be bound by the Settlement and by all Court judgments and orders related thereto, including the Final Judgment approving the Settlement.
92. Members of the Group who wish to be excluded from/opt out of the Group and the Settlement must do so before the expiry of the 30-day time limit following the publication of the Media Notices, (the "**Time Limit to Request Exclusion/to Opt Out**");
93. To be excluded from/opt out of the Group and the Settlement, members of the Group shall, before the expiry of the Time Limit to Request Exclusion/to Opt Out, send to VIA's attorneys, by facsimile or by registered mail, a written request to be excluded/to opt out containing the information outlined in sub-section 94 of the Settlement, or the duly completed request for exclusion/to opt out form attached as **Appendix 7** to the Settlement (the "**Request for Exclusion/to Opt Out**"), or accessible on VIA's Internet site at www.viarail.ca/en/classaction.
94. Any Request for Exclusion/to Opt Out must be written and must provide the following information:
- 94.1 The name and coordinates of the member of the Group who wants to be excluded/opt out, including their home address, e-mail address and telephone number;

- 94.2 An affirmation before a Commissioner of Oaths, or in provinces other than Quebec, a notary public, that said person is a resident of Canada and is a Member of Group A or a Member of Group B.
- 94.3 A clear statement indicating that this member of the Group elects to be excluded from/opt out of the Settlement, does not wish to be a member of the Group participating in the Settlement and elects to be excluded from/opt out of any judgment of the Court provided by the Settlement
95. A member of the Group who remits a Request for Exclusion/to Opt Out or a written request in lieu thereof on time, in accordance with the provisions of this Section XVI, cannot file any opposition to the Settlement and shall be deemed to have waived any right or benefit pursuant to the Settlement.
96. The attorneys of the Applicant and of the Group agree not to represent any person who is a member of the Group, having elected to withdraw from the Settlement, by asserting claims against VIA that are the object of the Settlement.
97. Members of the Group who so wish, may appear and assert their objection to the Settlement at the hearing on the Motion for Final Approval before the Court. To do so, they must express their motives for objecting in writing, by no later than 10 business days before the date of the hearing on the Motion for Final Approval, by completing the objection form (the “**Objection Form**”) which is found in **Appendix 8** of the Settlement, as well as at www.viarail.ca/en/classaction, and by mailing or faxing it to VIA’s attorneys, with the following information:
- 97.1 the name and coordinates of the member of the Group who wants to object, including their home address, e-mail address and telephone number;
- 97.2 a statement that the member of the Group is a resident of Canada and is a Member of Group A or a Member of Group B.
- 97.3 the motives for objecting to the Settlement.

XVII. MOTION FOR PRELIMINARY APPROVAL OF THE SETTLEMENT AND AUTHORIZATION TO PUBLISH THE CLASS ACTION SETTLEMENT NOTICES

98. On June 4, 2013, and after execution of the Settlement, the Applicant, together with VIA, will present a motion for the preliminary approval of the Settlement and authorization by the Court to publish the Notices (the “**Motion for Preliminary Approval**”) which will petition the Court to render a judgment (the “**Preliminary Judgment**”) to:
- 98.1 authorize the institution of the Class Action on behalf of the members of the Group for the sole purposes of the preliminary approval of the Settlement and the publication of the Notices (Appendices 2, 3 and 4 of the Settlement);
- 98.2 ascribe the status of Representative of the Group to the Applicant for the purposes of the publication of the Notices (Appendices 2, 3 and 4 of the Settlement);
- 98.3 approve the format and content of the Notices (Appendices 2, 3 and 4 of the Settlement);

- 98.4 order that the Notices (Appendices 2, 3 and 4 of the Settlement) be communicated in accordance with the terms and conditions set out under Section XIV of the Settlement and within 30 days of the Preliminary Judgment;
 - 98.5 set the deadline for the Time Limit to Request Exclusion/to Opt Out as provided by the Settlement;
 - 98.6 set the hearing date of the Motion for Final Approval of the Settlement as soon as possible after expiry of the Time Limit to Request Exclusion/to Opt Out;
 - 98.7 appoint VIA as administrator of the Settlement, it being agreed that VIA's role as such shall cease if the Court denies the final approval of the Settlement;
 - 98.8 appoint VIA's attorneys to accept the exclusions/opt out requests and the objections of the members of the Group, the whole in accordance with the Settlement;
 - 98.9 order VIA to pay all Notice communication and publication costs in accordance with the Settlement.
99. The Applicant's attorneys may validly serve the Motion for Preliminary Approval, which will have been approved by the Applicant and VIA, by sending a copy of said Motion for Preliminary Approval, a copy of which VIA's attorneys shall receive to stand as service and permission to file.

XVIII. MOTION FOR FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

100. After the communication and publication of the Notices, and the expiry of the Time Limit to Request Exclusion/to Opt Out, in accordance with the Preliminary Judgment, the Parties shall file with the Court a motion for final approval of the Settlement (the "**Motion for Final Approval**") and shall petition the Court to obtain a judgment (the "**Final Judgment**") to:
- 100.1 authorize the institution of the Class Action on behalf of the Group for the purposes of the Settlement;
 - 100.2 ascribe the status of Representative of the Group to the Applicant;
 - 100.3 declare that the Settlement is fair, equitable, reasonable and in the interests of the members of the Group;
 - 100.4 approve the Settlement and order the Parties and the members of the Group to comply therewith;
 - 100.5 confirm VIA's role as administrator of the Settlement in accordance with the terms and conditions of the Settlement;
 - 100.6 approve the text and the method of communicating the final approval Notice of the Settlement in accordance with the terms and conditions of the Settlement;
 - 100.7 approve the fees and disbursements of the Applicant's attorneys as provided in the Settlement.
101. The hearing on the Motion for Final Approval shall be held as soon as possible after the expiry of the Time Limit to Request Exclusion/to Opt Out.

XIX. ATTORNEY FEES, EXPENSES AND COSTS

102. The Parties have agreed that VIA shall assume the fees of the Applicant's attorneys with regard to the Class Action and the Settlement, the whole without prejudice and without the Applicant's attorneys being entitled to the payment of any amount whatsoever if the Settlement is not approved in a final manner by the Court.
103. The foregoing amount shall be paid within 60 days of the Final Judgment, which shall approve the payment of said fees.
104. The Applicant and her attorneys confirm that there was no contribution on the part of the "Fonds d'aide aux recours collectifs", as created by the *Act respecting the Class Action*, R.S.Q., c. R-2.1, and that, consequently, no sum has to be paid to her in the context of the Settlement.

XX. RELEASES AND DICHARGES

105. In exchange for and in consideration of the foregoing, and inasmuch as all the terms and conditions of the Settlement are approved by the Court, the Applicant and the members of the Group, on their own behalf and on behalf of their respective predecessors, successors and assigns, fully, finally and permanently release and discharge VIA and its respective predecessors, successors and assigns, and also, effective as of the date of the Final Judgment and regardless of whether or not the members of the Group participate in the Settlement or avail themselves of its provisions, all the members of the Group, on their own behalf and on behalf of their respective predecessors, successors and assigns, shall be deemed to have fully, finally and permanently released and discharged VIA and its respective predecessors, successors and assigns from any claim directly or indirectly associated with the allegations of the Class Action, and, by the effect of the Final Judgment, all the claims that any member of the Group has or might have had against VIA and its respective predecessors, successors and assigns shall be settled without any other recourse against VIA.
106. All the members of the Group shall be bound by the releases and discharges provided in the Settlement, in the Final Judgment and in Claim Form 1-A or 1-B, regardless of whether or not they submit a valid Claim Form 1-A or 1-B in time.
107. The Applicant and her attorneys acknowledge that by means of the Settlement, she and the members of the Group give release and discharge for any unknown claims. They further acknowledge that they may subsequently discover facts adding to those they now know. The Applicant hereby nonetheless stipulates and agrees that on the date of the Final Judgment, she shall have fully, definitively and permanently settled and released and discharged all claims and by application of the Final Judgment, each member of the Group shall be deemed to have fully, definitively and permanently settled and released and discharged these claims, no matter if they were unknown, unsuspected, not disclosed, concealed or hidden and regardless of the subsequent discovery of facts different from those they are aware of on the date of the Final Judgment or are added thereto. By means of the Settlement, the Applicant waives any right she might have under the law, common law, civil law, in equity or otherwise, to disregard or avoid the release and discharge of the unknown claims for any reason whatsoever and she expressly relinquishes any such right and each member of the Group shall be deemed to have waived and relinquished such right. Furthermore, the Applicant acknowledges that she consulted her attorneys in regard to this waiver, that she agrees to this waiver of her own

volition, with full knowledge of its consequences and that this waiver was negotiated and constitutes a key element of the Settlement.

XXI. REPRESENTATIONS AND WARRANTIES

108. The Applicant, who is the signatory to the Settlement, represents and warrants that she is authorized, on behalf of the Group and the members of the Group, to sign, remit and execute the Settlement and to conclude all the transactions contemplated by the Settlement. This Settlement was duly and validly signed and remitted by the Applicant, on her behalf and on behalf of the Group and the members of the Group, and constitutes for them a valid and enforceable obligation to take all appropriate measures which the Group is obligated or authorized to take in accordance with the Settlement to execute the terms and conditions thereof. The Applicant also represents and warrants that she is expressly authorized, on behalf of the Group, to make any amendment to the Settlement that she deems appropriate.
109. Through Jean Lemyre, its Director of Telephone Sales Offices and Customer Relations, Marketing and Sales VIA represents and warrants that it is authorized to sign, remit and execute the Settlement and to conclude the transactions contemplated by the Settlement. The signature, remittance and execution of the Settlement by VIA and its execution of the measures contemplated by the Settlement were duly authorized and the Settlement constitutes a legal, valid and enforceable obligation for VIA.

XXII. VARIOUS PROVISIONS

110. The Parties: (i) acknowledge their intention to conclude the Settlement; and (ii) agree to collaborate to the extent necessary to carry out and implement all the terms and conditions of the Settlement and to make every effort to complete them.
111. The Settlement may be amended only by means of a written instrument signed by the Parties.
112. The Settlement constitutes the full agreement between the Parties hereto and no representation, warranty or inducement was made to any party with regard to the Settlement other than the representations, warranties and undertakings contained and evidenced in the Settlement.
113. This Settlement namely constitutes a transaction within the meaning of Sections 2631 and following of the *Civil Code of Quebec*.
114. According to the terms and conditions of the Settlement, each and every time a party must proceed with a service or remit a written notice to VIA or to the Applicant's attorneys, such service shall be made or such notice shall be remitted to the persons and at the addresses indicated below:

To the Applicant

Mr. Jean Yanakis, Attorney
1910 rue Notre-Dame

To VIA:

Cummings vs. VIA Rail Class Action
VIA Rail Canada Inc.

Lavaltrie, Quebec J5T 1N1

3 Place Ville-Marie, Suite 500
Montreal, Quebec H3B 2C9

Telephone: 450 586-4905

Facsimile: (450) 586-5287

Facsimile: (514) 871-6104

115. The Settlement may be signed by facsimile in one or more counterparts. All signed counterparts taken together shall each constitute one and the same instrument. The attorneys of the Parties to the Settlement shall exchange the signed originals and a complete set of signed originals shall be filed with the Court.
116. The Settlement shall bind the successors and assigns of the Parties hereto and shall inure to their benefit.
117. The Superior Court of Quebec shall maintain jurisdiction over the application and execution of the terms and conditions of the Settlement and all the Parties hereto and their attorneys defer to the jurisdiction of the Superior Court of Quebec for the implementation and execution of the terms and conditions of the Settlement.
118. The Settlement shall be considered as having been negotiated, signed and remitted and fully executed across Canada since it applies to all the members of the Group in Canada.
119. The headings in the Settlement are for convenience purposes only, do not form part of the Settlement and shall not limit its provisions, shall not be used to interpret or construe them, and shall not otherwise have any impact on these provisions in any way whatsoever.
120. In interpreting the Settlement, the use of the singular includes the plural (and vice-versa) and the use of the masculine gender includes the feminine gender (and vice-versa).
121. The Settlement shall be signed in French. VIA's attorneys shall prepare an English translation of the Settlement and all the appendices and forms shall also be available to all the members of the Group on VIA's Internet site. In all cases, the provisions of the French version of the Settlement shall take precedence over those of the English version of the Settlement.

IN WITNESS WHEREOF, the Applicant, for herself and as Representative of the Group and the members of the Group in Canada, and VIA have signed:

(signatures on the next page)

June 17, 2013.

For the plaintiff and the members of the group:

(s) *Gaétane Cummings*

Gaétane Cummings
1933, chemin de l'Étang des Caps
Bassin
Îles de la Madeleine, Quebec G4T 0K5

June 17, 2013.

For the defendant VIA:

(s) *Jean Lemyre*

Jean Lemyre
Director Telephone Sales Offices and
Customer Relations, Marketing and Sales
3 Place Ville-Marie, Suite 500
Montreal, Quebec H3B 2C9