

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: 500-06-000476-099

CLASS ACTION
SUPERIOR COURT

NOELLA NEALE,

Petitioner

vs

GROUPE AEROPLAN INC.,

and

AEROPLAN CANADA INC.,

Respondents

NOTICE TO GROUP MEMBERS

1. TAKE NOTICE that on March 6 2012 the Honourable Justice Catherine Mandeville of the Superior Court authorized the bringing of a class action against Groupe Aeroplan Inc. and Aeroplan Canada Inc. on behalf of:

“All physical persons in Canada who are members of the Aeroplan Program run by the respondents and were subject to the changes made by the respondents to the Aeroplan Program concerning accumulation and expiry of Aeroplan Miles, as announced by the respondents on October 16, 2006.”

2. The Chief Justice declared that the class action shall be heard in the District of Montreal.
3. Noella Neale has been designated as Representative of the group.
4. The principal questions to be dealt with collectively are as follows:
 - 1) Is there a contract between group members and the respondents?
 - 2) If there is a contract, is it a contract of adhesion?
 - 3) Could respondents legally alter the terms of the contract unilaterally by changing the rules respecting the accumulation and expiration of “Miles”?

4) Could respondents legally ascribe the date of December 31, 2006 to *Miles* accumulated by members for the purpose of the new expiration rule of 84 months adopted on January 1st 2007?

5) Were respondents legally entitled to apply to *Miles* accumulated before July 1, 2007, the new rule providing for the expiration of the *Miles* in the event of a member's account was inactive for more than 12 months?

6) Did respondents inform *Aeroplan* members of the new rules concerning the accumulation and expiration of *Miles* in an adequate and timely manner?

7) Should these modifications be declared null?

8) Did the respondents commit a fault giving rise to civil liability as a result of the manner in which they implemented and informed members of the modifications to the *Aeroplan* program announced in the press release of October 16, 2006?

- 9) If so, are group members entitled to:
- reimbursement of repurchased *Miles*?
 - restoration of the lost *Miles*?
 - damages of \$50 for trouble and inconvenience?
 - exemplary damages by reason of respondents' faults?

5. The conclusions sought in connection with such questions are as follows:

DECLARE null the modifications made by the Respondents on October 16, 2006 to the terms and conditions of the contract between them and the Group members changing the rules concerning mileage accumulation and expiry of "Miles";

ORDER the Respondents to reinstate to Group members all "Miles" expired pursuant to the new "Miles" program rules or otherwise compensate them for the value of the expired "Miles";

ORDER the Respondents to refund Group members for any amount expended to repurchase lost "Miles" under the new accumulation and expiration rules;

ORDER the Respondents to pay \$50 to each of the Group members for the inconvenience caused by the adoption of the new rules;

ORDER the Respondents to pay exemplary damages;

THE WHOLE with costs, including the costs of any expert report and the preparation and publication of the notices.

DECLARE that any member of the Group not having requested exclusion from the Group will be bound by the judgment to be rendered in the class action. The delay for exclusion is 120 days from the publication of the notice to members.

6. The class action to be brought will be in the form of a motion to institute proceedings for damages and for cancellation of the amendments made to the contract between the parties;
7. Any members of the class that have not requested their exclusion in the manner described below, will be bound by any judgment to be rendered on the class action;
8. The date after which any members of the class can no longer exclude themselves, without special permission, was fixed at 120 days following the publication of the simplified notice to members. The exclusion deadline is August 4, 2013.
9. Any members, who have not already brought a suit, can exclude themselves by advising the clerk of the Superior Court in the district of Montreal, by registered or certified mail at 1 Notre-Dame St. East, Montreal, Quebec, H2Y 1B6, before the expiry of the time limit for exclusion;
10. Any members who have already brought suit which will be decided by the final judgment in the class action are deemed to have requested exclusion from the class if they do not, before the expiry of the time limit for exclusion, discontinue their action;
11. A member of the class who is not a representative or an intervener cannot be called upon to pay the costs of the class action;
12. Any member may have their intervention received by the court if it is considered useful to the class;

For more information on the present class action, you may contact:

MERCHANT LAW GROUP LLP.

<https://www.merchantlaw.com/classactions/aeroplan.php>