

CLASS ACTION SETTLEMENT AGREEMENT

made as of June 22, 2026 between

MANDALENA LEWIS (the “**Representative Plaintiff**”)

- and -

WESTJET AIRLINES LTD. (the “**Defendant**”)

RECITALS:

WHEREAS the Representative Plaintiff commenced a proposed class proceeding on April 4, 2016, which was certified as a class proceeding by the British Columbia Court of Appeal on April 19, 2022 (reversing in part the Order of the Supreme Court of British Columbia, dated February 12, 2021) bearing Vancouver Registry No. S-162957 (the “Action”);

WHEREAS the Action was certified on behalf of a class consisting of all current and former female flight attendants employed by the Defendant during the period from April 4, 2014 to February 28, 2021 (the “Class Period”), and any persons who validly opted out (the “Class”);

WHEREAS the Representative Plaintiff alleges that the Defendant breached the employment contracts of female flight attendants employed during the Class Period by failing to implement and enforce an alleged contractual term to create and maintain a workplace free from harassment (the “Anti-Harassment Promise”);

WHEREAS the Representative Plaintiff alleges that the Anti-Harassment Promise was a term of the Class Members’ employment contracts and included commitments that the Defendant would, among other things, proactively prevent harassment, require employees to comply with a Code of Conduct, properly investigate and respond to complaints of harassment, and take appropriate remedial action where necessary;

WHEREAS the Representative Plaintiff seeks relief on behalf of the Class in respect of the Defendant’s alleged breaches of contract in the manner set out in the Fresh as Amended Notice of Civil Claim filed in the Action on June 17, 2025;

WHEREAS the Defendant denies all of the Representative Plaintiff’s allegations, the allegations have not been proven in court, and the execution of this Settlement Agreement does not constitute an admission of liability, wrongdoing, unlawful conduct, or fault of any kind by the Defendant;

WHEREAS Notice of Certification of this Action was published to Class Members on or about April 9, 2024 in accordance with the Order of the Supreme Court of British Columbia, dated April 9, 2024, advising Class Members of their right to opt out of the Action by June 8, 2024,

and that any Class Member who did not opt out would be bound by the final judgment of the Court in this Action;

WHEREAS following certification, the Parties engaged in extensive litigation, including documentary production, examinations for discovery, the exchange of expert evidence, and preparation for a common issues trial, and the Action was actively contested at every stage;

WHEREAS the Parties acknowledge that the Action involves complex and novel legal and evidentiary issues, that the outcome of a trial and any appeals is uncertain, and that continued litigation would be costly and time-consuming;

WHEREAS the Parties have reached an agreement to resolve the claims of the Representative Plaintiff and of the Class Members, as memorialized in this settlement agreement (the "Agreement" or "Settlement Agreement") which they believe is fair, reasonable and in the best interests of the Class Members;

WHEREAS notwithstanding its belief that it has defences on the merits, the Defendant has agreed to enter into this Settlement Agreement in order to avoid the further expense, inconvenience, and distraction of protracted litigation, and to achieve a final resolution of the claims asserted in the Action, subject to the terms of this Agreement;

WHEREAS this Agreement was entered into following extensive arm's length discussions and negotiations between Class Counsel and Defense Counsel for the Defendant in December, 2025, January, and February 2026; and through a mediation with the Parties conducted by Mediator Mr. Stephen Kelleher, K.C. in December, 2025;

WHEREAS the Settlement includes both monetary relief and a non-monetary component pursuant to which, following approval, the Defendant will conduct a workplace assessment focused on harassment reporting mechanisms and barriers to reporting;

AND WHEREAS in order for the Agreement be effective, the Agreement must be approved pursuant to section 35 of the *Class Proceedings Act* R.S.B.C. 1996, c. 50;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: General Definitions

- 1.1 "Action" means *Lewis v. Westjet Airlines Ltd.*, SCBC Vancouver Registry No. S-162957.
- 1.2 "Administration Costs" means all costs, fees, expenses, disbursements, taxes and any other amounts paid by the Parties or otherwise incurred to implement this Settlement Agreement, including the cost of notices, but excluding the Defendant's internal costs, Class Counsel Fees, any honorarium paid to the Representative

Plaintiff, and any disbursements incurred by Class Counsel, all of which are addressed separately under this Agreement.

- 1.3 "Agreement" or "Settlement Agreement" means this settlement agreement, including recitals and Schedules.
- 1.4 "Approval Hearing" means the hearing where the Application for Approval of this Agreement will be heard by the Court.
- 1.5 "Class Counsel" means JFK Law LLP.
- 1.6 "Class Counsel Fees" means the legal fees payable to Class Counsel, and any applicable taxes or charges thereon, as approved by the Court.
- 1.7 "Class Members" means members of the Class excluding any person who opts out of the Action.
- 1.8 "Claim Form" means a form as set out in Schedule "F".
- 1.9 "Claims Administrator" means the third-party administrator who will administer the claims process and distribution to Class Members in accordance with the Distribution Protocol.
- 1.10 "Court" means the Supreme Court of British Columbia.
- 1.11 "Defence Counsel" means McLennan Ross LLP.
- 1.12 "Distribution Protocol" means the protocol attached as Schedule "C".
- 1.13 "Effective Date" means the date of the "Final Order" as set out in Sections 1.14 and 4.2(b).
- 1.14 "Final Order" means the later of a final judgment pronounced by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such Judgment has expired without any appeal being taken, or upon a final disposition of all appeals.
- 1.15 "Honorarium" means any payment awarded individually to the Representative Plaintiff in the Action in consideration of the Representative Plaintiff's time, effort, and result obtained for Class Members, as approved by the Court.
- 1.16 "Notice of Proposed Settlement" means the notice described in Section 11.1 and as set out in Schedule "A".
- 1.17 "Notice of Settlement Approval and Claims Process" means the notice as approved by the Court as described in Section 11.6 and as set out in Schedule "E".

- 1.18 "Opt-Out Deadline" means June 8, 2024, which was the final deadline for any Class Member to provide a completed opt out form to Class Counsel in the event the Class Member was electing not to participate in this Action.
- 1.19 "Parties" means the Representative Plaintiff and the Defendant.
- 1.20 "Release" means the form of Release attached as Schedule "D" to this Agreement.
- 1.21 "Released Claims" means any and all manner of claims, demands, actions, suits, debts, judgments, losses, causes of action, known or unknown, that any of the Releasers ever had or now have, by reason of or in any way arising out of or relating to the Fresh as Amended Notice of Civil Claim filed by the Representative Plaintiff on June 17, 2025, or any of the certified common issues in the Action (*Lewis v. Westjet Airlines Ltd.*, SCBC Vancouver Registry No. S-162957), with the exception of the Tort Claims Against Natural Persons, as defined in Section 7.2.
- 1.22 "Releasees" means, jointly and severally, individually and collectively, the Defendant and its subsidiaries, partners, parents, directors, officers, employees, agents, predecessors, successors, assigns, attorneys, liquidators, receivers, receiver managers, trustees, insurers, owners, shareholders, all of their affiliates as defined in the British Columbia *Business Corporations Act*, (excluding Westjet Encore Ltd.), and WestJet, an Alberta Partnership.
- 1.23 "Releasers" means, jointly and severally, individually and collectively, the Representative Plaintiff and the Class Members, and their respective heirs, executors, administrators, successors, assigns, and beneficiaries.
- 1.24 "Settlement Approval Order" means the Order entered by the Court approving the Agreement.
- 1.25 "Workplace Assessment" means the assessment described in Section 13.

Section 2: Introduction

- 2.1 Subject to Court approval as required by the *Class Proceedings Act*, the Parties agree that, in consideration of the mutual covenants set forth in this Agreement and effective as of the Effective Date, the Action shall be settled and compromised on the terms set forth in this Agreement.
- 2.2 This Settlement Agreement shall be of no force or effect unless and until it is approved by the Court, and shall be null and void in accordance with Section 9.4 if such approval is not obtained.

Section 3: Settlement Amount

- 3.1 Contingent on the approval of the Settlement Agreement by the Court, the Defendant has agreed to pay the settlement amount of \$4.5 Million CAD (Four Million, Five Hundred Thousand Canadian dollars) (the "Settlement Amount") without any admission of liability, in accordance with the terms of this Settlement Agreement.
- 3.2 The Settlement Amount shall be paid in consideration of the settlement and compromise of the Action in accordance with this Agreement, subject to and without limiting the scope of the Release as approved by the Court.
- 3.3 The Settlement Amount shall be all-inclusive of all Administration Costs, Class Counsel Fees, any Honorarium paid to the Representative Plaintiff, interest, costs, taxes and any disbursements incurred by Class Counsel as provided for and approved under this Agreement.
- 3.4 Following the Effective Date, the Defendant shall:
 - (a) in accordance with Section 5, pay to Class Counsel the Class Counsel Fees approved by the Court, together with applicable taxes and approved disbursements;
 - (b) in accordance with Section 6, pay to Class Counsel, on account of any Honorarium awarded to the Representative Plaintiff, the amount approved by the Court;
 - (c) in accordance with Section 10, distribute the remaining Settlement Amount to eligible Class Members under the Distribution Protocol attached as Schedule "C", as approved by the Court; and
 - (d) following adjudication and payment of claims under the Distribution Protocol, distribute any remaining funds from the Settlement Amount as a cy-pres donation in accordance with the Distribution Protocol at Schedule "C".

Section 4: Settlement Approval

- 4.1 Application for Approval: The Parties will use their best efforts to implement this settlement, obtain approval of this Settlement Agreement from the Court, and secure the prompt, complete and final disposition of the Action. The Representative Plaintiff shall bring an application for approval of this Agreement for consideration by the Court.
- 4.2 Settlement Approval Procedure: Approval of this Settlement Agreement shall be brought in the following way:

- (a) As soon as practicable after the Notice of Proposed Settlement has been published, the Representative Plaintiff and Class Counsel shall bring the Application before the Court for an order approving this Settlement Agreement, substantially in the form attached as Schedule "B".
- (b) If no appeal is taken from the Settlement Approval Order, the Settlement Approval Order will be deemed to be a Final Order 30 days after it is pronounced or, if any appeal is taken, upon the final disposition of the appeal (the "Effective Date").
- (c) The Parties will jointly represent to the Court that they consent to the settlement, specifically the Settlement Approval Order.

4.3 Objections to Settlement: A Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Agreement must deliver a written objection to Class Counsel no later than March 23, 2026 setting out:

- (a) the objector's full name, current mailing address, telephone number and email address;
- (b) a brief statement of the nature and reasons for the objection;
- (c) a declaration that the person believes they are a member of the Class and the reason for that belief; and
- (d) whether the objector intends to appear at the Approval Hearing, and if so, whether the objector intends to appear personally or by counsel, and, the name and contact information of any counsel.

Class Counsel shall deliver copies of any objections received to Defence Counsel at least three (3) days prior to the Approval Hearing.

4.4. Representation: Class Members may act on their own or retain counsel at their own expense.

4.5. Right to Appear: Any Class Member may appear at the Approval Hearing to object to the Application for Approval of this Agreement.

4.6. Binding Effect: Upon the Effective Date, all Class Members who did not opt out of the Action shall be bound by all the terms of this Agreement.

Section 5 Class Counsel Fees and Disbursements

5.1 Class Counsel shall bring an application to the Court for approval of Class Counsel Fees in an amount not to exceed 35.00% (Thirty Five percent) of the Settlement Amount plus applicable taxes and disbursements, contemporaneous with the

application for approval of this Settlement Agreement or at such other time thereafter as Class Counsel may determine in their discretion.

- 5.2 The Defendant will not make submissions in relation to Class Counsel Fees or disbursements, and will not object to the approval or payment of Class Counsel Fees or approved disbursements.
- 5.3 The Settlement Agreement is not contingent upon Court approval of Class Counsel Fees. A separate order may be issued for Class Counsel Fees, disbursements, and any Honorarium for the Representative Plaintiff.
- 5.4 Within 14 days of the Effective Date, the Defendant will pay to Class Counsel, by cheque or wire transfer, the amount of Class Counsel Fees, applicable taxes, and approved disbursements approved by the Court, such amounts to be paid from and deducted out of the Settlement Amount.

Section 6 Honorarium for Representative Plaintiff

- 6.1 Class Counsel may bring an application to the Court for approval of an Honorarium for the Representative Plaintiff in the Action contemporaneous with seeking approval of this Settlement Agreement or at such other time thereafter as they determine in their discretion.
- 6.2 Any Honorarium to the Representative Plaintiff will be awarded at the discretion of the Court.
- 6.3 The Representative Plaintiff may seek an Honorarium of no more than \$20,000.00 CAD (Twenty Thousand dollars).
- 6.4 The Defendant will not make submissions in relation to any Honorarium for the Representative Plaintiff, and will not object to the approval or payment of any Honorarium for the Representative Plaintiff.
- 6.5 This Settlement Agreement shall not be contingent upon court approval of any Honorarium for the Representative Plaintiff.
- 6.6 Any Honorarium to the Representative Plaintiff approved by the Court will be paid within 14 days of the Effective Date, by cheque or wire transfer, out of and deducted from the Settlement Amount by the Defendant.

Section 7 Releases and Dismissals

- 7.1 Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, each Releasor who did not opt out of the Action hereby fully and finally releases and

discharges the Releasees from the Released Claims, as defined and approved by the Court, subject to the limitations and carve-outs set out in this Section 7.

- 7.2 Nothing in this Settlement Agreement or in the Release shall be construed to release, discharge, bar, or otherwise affect any claim by any Class Member against any natural person brought in respect of alleged incidents of sexual assault, sexual battery, or other sexual misconduct (the "Tort Claims Against Natural Persons").
- 7.3 Without limiting any other provisions herein, each Releasor who did not opt out will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims.
- 7.4 Upon the Effective Date, each Releasor will be forever barred and enjoined from continuing, commencing, instituting, maintaining, asserting or prosecuting, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, against the Releasees in respect of any Released Claims.
- 7.5 The Release and this Settlement Agreement are without prejudice to the Releasees relying on the Release and Settlement Agreement in any other case, action, or complaint to request a reduction of the award in that case, action, or complaint on the basis of the risk of double recovery by a Releasor. For greater certainty, the Defendant is not barred from relying on the Release and this Settlement Agreement, even if the claims raised in the other case, action, or complaint are not encompassed by the Released Claims.
- 7.6 Upon the Effective Date, the Action shall be dismissed with prejudice and without costs to the Parties.
- 7.7 Upon the Effective Date, each Class Member who did not opt out of the Action shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of the Action and of any other action or proceeding in respect of the Released Claims against the Releasees.

Section 8 No Admission of Liability and Confidentiality

- 8.1 No Admission of Liability. The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated in accordance with its terms, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and the Action associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed,

construed, or interpreted to be an admission of any violation of any statute, regulation or law, breach of contract or tariff, or of any wrongdoing or liability by the Defendant, or of the truth of any of the claims or allegations made in the Action, or in any other pleading filed by the Representative Plaintiff.

8.2 Use of Settlement Agreement. The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement, and any negotiations, documents, and discussions associated with it shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except:

- (a) in a proceeding to seek Court approval of this Settlement Agreement;
- (b) to defend against the assertion of Released Claims; or
- (c) as otherwise required or permitted by law, including in connection with criminal, regulatory, or disciplinary proceedings.

8.3 Confidentiality. Class Counsel or anyone currently or hereafter employed by or a partner with Class Counsel shall not divulge to anyone for any purpose any information obtained in the course of the Action on a confidential basis or the negotiation and preparation of this Settlement Agreement, except to the extent that such information:

- (a) was, is, or becomes publicly available other than through a breach of this Agreement;
- (b) is required to be disclosed by law, regulation, professional obligation, or Court order; or
- (c) is disclosed for the purposes of administering or enforcing this Settlement Agreement.

Section 9 Termination of Settlement Agreement

9.1 Termination. The Parties expressly reserve all their respective rights and may terminate this Settlement Agreement in the event that:

- (a) the Court declines to approve this Settlement Agreement or approves it in a materially modified form; or
- (b) the Settlement Approval Order does not become a Final Order.

9.2 For greater certainty, any order, ruling or determination of the Court with respect to Class Counsel Fees, any Honorarium, or the Distribution Protocol shall not be deemed

to be a material modification of this Settlement Agreement and shall not constitute any basis for the termination of this Settlement Agreement.

9.3 Effect of Termination. If this Settlement is terminated pursuant to Section 9.1, or if approval of any material provision is reversed or altered on appeal, then:

- (a) this Settlement Agreement shall become null and void and shall have no further force or effect except as provided for in Section 9.4 (Survival);
- (b) the Parties shall be restored to their respective positions in the Action immediately prior to reaching the settlement; and
- (c) documents or communications related to the settlement (including the minutes of settlement, and this Settlement Agreement) shall have no force or effect, with all applicable privilege protections maintained, and not be admissible in evidence for any purpose in the Action or in any other proceeding.

9.4 Survival. If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 8, 9, and 12.2 together with the definitions and Schedules applicable to the interpretation of those Sections, shall survive the termination and continue in full force and effect. All other provisions of this Settlement Agreement and all other obligations arising hereunder shall immediately cease.

Section 10 Administration

10.1 Responsibilities of Class Counsel. Class Counsel will be responsible for:

- (a) responding to inquiries from Class Members;
- (b) receiving and maintaining Class Member correspondence regarding objections to the Settlement;
- (c) posting Notice on Class Counsel's website; and
- (e) reporting to the Court on the outcome of the administration of the Distribution Protocol.

10.2 Responsibilities of the Claims Administrator. The Claims Administrator will be responsible for administering the Settlement, including the Distribution Protocol; and providing any sworn affidavits detailing the administration of the claims. The reasonable costs of such third-party administration shall be paid as an Administration Cost from the Settlement Amount.

- 10.3 Proof of Class Membership. In accordance with the Distribution Protocol, eligibility for participation in the Settlement and class membership shall be established through submission of a simplified claim form approved by the Court.
- 10.4 Court Supervision. To the extent not otherwise provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement shall be subject to the supervision and direction of the Court if the Parties are unable to agree. The Court may amend the Distribution Protocol, and any such amendment shall not constitute a basis for the termination of this Settlement Agreement. Any payments made under the Distribution Protocol shall in no way constitute an admission of liability on the part of the Defendant or any Releasee.

Section 11 Notices to the Class Members

- 11.1 Class Members shall be given a Notice of Proposed Settlement, which shall include notice of:
- (a) the main terms of proposed Settlement Agreement, and information about how to access the full Settlement Agreement;
 - (b) the application to approve this Settlement Agreement; and
 - (c) the application to approve Class Counsel Fees, disbursements, and any Honorarium to the Representative Plaintiff.
- 11.2 The Notice of Proposed Settlement will be in the form attached as Schedule "A" or other such form as may be agreed by Class Counsel and Defence Counsel, or in a form otherwise ordered by the Court.
- 11.3 The Notice of Proposed Settlement shall be disseminated in English in the following manner:
- (a) sent by email by Class Counsel to the email addresses previously identified by the Defendant for Class Members (as disclosed by the Defendant pursuant to the Order of the Supreme Court of British Columbia, dated April 9, 2024) or otherwise to any individual email address that a Class Member has confirmed to Class Counsel as a valid email address for purposes of contact; and
 - (b) posted on Class Counsel's website.
- 11.4 All out-of-pocket costs associated with the publication of the Notice of Proposed Settlement shall be paid from the Settlement Amount.

- 11.5 The Defendant shall not have any responsibility for the costs of the Notice of Proposed Settlement. If any court requires that additional notice be published, the Parties agree that the costs shall be paid from the Settlement Amount.
- 11.6 After this Settlement Agreement is approved by the Court, the parties shall prepare a short Notice of Settlement Approval and Claims Process outlining the terms of the approval, including the Claim Form and instructions on how claims are to be submitted, substantially in the form attached as Schedule "E". The Notice of Settlement Approval and Claims Process shall be distributed in accordance with this Section 11.

Section 12 Opt-Outs

- 12.1 Upon the Settlement Approval Order becoming a Final Order, any Class Member who did not opt out of the Action on or before June 8, 2024 (the expiration of the Opt-Out Deadline) shall be bound by the terms of the Settlement Agreement, including the release of the Released Claims, as approved by the Court.
- 12.2 With respect to any Class Member who has validly opted out from the Action, this Settlement Agreement shall have no effect on that person's rights, and the Defendant reserves all of its legal rights and defences in relation to any such Class Member.

Section 13 Defendant Workplace Assessment

- 13.1 After the Settlement Approval Order has become a Final Order, the Defendant will retain an independent and qualified third party consultant of its own choosing to conduct and complete a workplace assessment with respect to:
- a. the prevalence of harassment in the workplace;
 - b. the extent of underreporting; and
 - c. how reporting and response systems can be made more effective
- (the "**Workplace Assessment**").
- 13.2 The results of the Workplace Assessment will be reported to the Defendant, and the Defendant shall provide a summary of the assessment findings to employees.

Section 14 Miscellaneous

- 14.1 The Recitals set out herein are incorporated with and form part of this Settlement Agreement.
- 14.2 The Schedules annexed hereto form part of this Settlement Agreement.

- 14.3 Class Counsel or Defence Counsel may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement. All applications contemplated by this Settlement Agreement, including applications to the Court for directions, shall be on notice to counsel for the Parties.
- 14.4 Except as otherwise provided herein, the Parties shall bear their own respective costs of the Action and the approval and implementation of the Settlement Agreement.
- 14.5 This Settlement Agreement shall be governed by, construed, and interpreted solely in accordance with the laws of the Province of British Columbia. The Court shall retain supervisory and exclusive jurisdiction to interpret, implement, and enforce the terms of this Settlement Agreement and to determine any disputes arising therefrom.
- 14.6 The Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous agreements, negotiations, understandings, representations, or communications, whether written or oral, relating to the subject matter hereof. The Parties acknowledge that they have not relied upon any representations or promises not expressly set out in this Settlement Agreement.
- 14.7 This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto.
- 14.8 This Settlement Agreement shall be binding upon, and endure to the benefit of, the Representative Plaintiff, the Class Members, the Defendant, the Releasors, the Releasees and all of their successors and permitted assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Representative Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made by the Defendant shall be binding upon all of the Releasees.
- 14.9 This Settlement Agreement has been the subject of arm's-length negotiations among the Parties, each of whom has been represented and advised by independent legal counsel. No rule of contractual interpretation shall apply against any Party by reason of that Party having drafted or proposed any provision of this Settlement Agreement.
- 14.10 Each person executing this Settlement Agreement represents and warrants that they have the authority to bind the Party on whose behalf they execute this Settlement Agreement.
- 14.11 This Settlement Agreement may be executed in counterparts and delivered by electronic means, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

14.12 Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Representative Plaintiff and Class:

JFK LAW LLP

260 - 200 Granville Street
Vancouver, BC V6C 1S4

**Karey Brooks, K.C., and
Soudh Alikhani**

kbrooks@jfkllaw.ca
salikhani@jfkllaw.ca

For the Defendant:

MCLENNAN ROSS LLP

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600 3rd Avenue SW
Calgary AB T2P 0G5

**Joyce Mitchell, K.C.,
James Lebo, K.C.,
Iain Bailey, and
Elise Cartier**

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jim.lebo@mross.com
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elise.cartier@mross.com

*** SIGNATURE PAGE FOLLOWS ***

15.13 Date of Execution: The Parties have executed this Settlement Agreement as of the date on the cover page.

REPRESENTATIVE PLAINTIFF



Mandalena Lewis

CLASS COUNSEL



Karey Brooks, KC
JFK Law LLP
Solicitor for the Representative Plaintiff and the Class

COUNSEL FOR THE DEFENDANT

Joyce Mitchell, KC
McLennan Ross LLP
Solicitor for WestJet Airlines Ltd.

WESTJET AIRLINES LTD.

Per: Mark Paslawski
Senior Vice President, General Counsel
and Corporate Secretary

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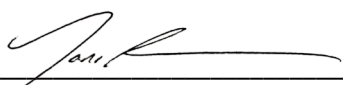
CLASS COUNSEL

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JFK Law LLP
Solicitor for the Representative Plaintiff and the Class

COUNSEL FOR THE DEFENDANT

Joyce Mitchell, KC
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Solicitor for Westjet Airlines Ltd.

WESTJET AIRLINES LTD.



Per: Mark Paslawski
Senior Vice President, General Counsel
and Corporate Secretary

SCHEDULE "A" – NOTICE OF PROPOSED SETTLEMENT

NOTICE OF PROPOSED SETTLEMENT APPROVAL AND SETTLEMENT APPROVAL HEARING

Your legal rights may be affected.

IMPORTANT NOTICE TO CURRENT AND FORMER WESTJET FEMALE FLIGHT ATTENDANTS

If you worked as a flight attendant for WestJet Airlines Ltd. during the period **April 4, 2014 and February 28, 2021** (the "Class Period"), you may be affected by a proposed class action settlement that has been reached in **LEWIS v. WESTJET AIRLINES LTD.**, Supreme Court of British Columbia, Court File No. S-162957 (the "Class Action").

The proposed settlement of the Class Action must be approved by the Court to become legally binding. The proposed settlement is a compromise of disputed claims and is not an admission of liability or wrongdoing or fault by WestJet.

A copy of the Notice of Certification is also attached for reference.

A hearing to determine if the proposed settlement is fair, reasonable, and in the best interests of the Class Members ("Approval Hearing") has been set for May 7 and 8, 2026 at 10 a.m. PT at the Supreme Court of British Columbia in Vancouver, BC (address below).

The Plaintiff who filed the lawsuit on behalf of the Class Members is Mandalena Lewis (called the "Representative Plaintiff").

The lawyers for the Class are JFK LAW LLP ("Class Counsel").

WHAT IS THE CLASS ACTION ABOUT?

The claim alleges WestJet systemically breached the employment contracts of female flight attendants who were employed at WestJet mainline between April 4, 2014 and February 28, 2021 by failing to implement and enforce an alleged contractual term to create and maintain a workplace free from harassment (the "Anti-Harassment Promise").

WestJet denies the allegations. The allegations have not been proven in court, and the proposed settlement does not include any admission of liability by WestJet.

AN ACCOUNT OF THE CONDUCT OF THE PROCEEDING

The Class Action was commenced in 2016. In December 2017, the Supreme Court of British Columbia dismissed WestJet's application to strike the claim. WestJet's appeal of that decision was dismissed by the British Columbia Court of Appeal in February 2019, and its application for leave to appeal to the Supreme Court of Canada was dismissed in July 2019.

In February 2021, the Representative Plaintiff's certification application was dismissed at first instance. That decision was appealed, and in April 2022 the British Columbia Court of Appeal allowed the appeal and certified the proceeding as a class action.

Following certification, the parties engaged in extensive procedural steps, including applications relating to the scope of the Class Period, document production, pleadings amendments, and notice to the Class. There has been a significant amount of discovery evidence and the parties conducted lengthy examinations for discovery, including multi-day examinations of WestJet witnesses and the Representative Plaintiff.

The parties participated in a mediation in December 2025. Following mediation, additional procedural steps were taken in preparation for trial, including applications for interprovincial subpoenas and remote attendance in January 2026. The litigation also involved extensive expert evidence.

The proposed settlement was reached after these extensive steps had been completed and reflects the risks, costs, and uncertainties of continued litigation for both sides. The Plaintiff is asking the Court to approve the proposed settlement agreement reached between the parties.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class includes current and former female flight attendants employed by WestJet Airlines Ltd. at any point during the period of April 4, 2014 to February 28, 2021 who did not opt out of the Class Action by the expiry of the Opt-Out deadline on June 8, 2024.

WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

A copy of the executed settlement agreement is attached to this Notice, and is subject to Court approval. The key terms of the proposed settlement are as follows:

Monetary Settlement

- WestJet will pay a settlement in the global amount of \$4.5 million CAD, inclusive of class member compensation, Class Counsel fees, disbursements, applicable taxes,

and an honorarium for the Representative Plaintiff. (see Section 3 of the Settlement Agreement)

- The net settlement amount, after Court-approved deductions, will be distributed equally to eligible Class Members in accordance with a Court-approved distribution protocol. (see Schedule C of the Settlement Agreement)
- Under the distribution protocol class members have three months to submit a claim for compensation.
- Any unclaimed amounts after the expiry period will be donated to the BC Law Foundation.

Non-Monetary Settlement

- Following approval of the settlement, WestJet has agreed to conduct a workplace assessment focused on harassment reporting mechanisms and barriers to reporting.
- The assessment will be conducted by an independent qualified professional of WestJet's choosing. The results of the Workplace Assessment will be reported to the Defendant, and the Defendant shall provide a summary of the assessment findings to employees.

Release and Dismissal Terms

- In consideration of the settlement terms, Class Members who did not opt out agree to release the Releasees (as defined in Section 1.22 of the Settlement Agreement) from the Released Claims (as defined in Section 1.21 of the Settlement Agreement).
- The release preserves the right of Class Members to pursue any claims against any natural persons brought in respect of alleged incidents of sexual assault, sexual battery, or other sexual misconduct (as described in Section 7.2 of the Settlement Agreement).

CAN I MAKE A CLAIM NOW?

No. Claims cannot be submitted unless and until the settlement is approved by the Court. If the settlement is approved, further notice will be issued explaining:

- who is eligible to make a claim;
- how to submit a claim;
- applicable deadlines; and

- how settlement funds will be distributed.

WHEN IS THE SETTLEMENT APPROVAL HEARING?

The Court will hold a hearing to decide whether the proposed settlement is fair, reasonable, and in the best interests of the class.

- **Date:** May 7 and 8, 2026 (the Class will be notified if these dates change)
- **Location:** Vancouver Law Courts, 800 Smithe Street, Vancouver, British Columbia

WHAT ARE THE LEGAL FEE ARRANGEMENTS?

Under the terms of their retainer agreement with the Representative Plaintiff, Class Counsel will seek approval of a legal fee of 35% of the global settlement amount, plus disbursements, applicable taxes, and administration expenses. Class Counsel will also seek an honorarium payment of \$20,000 for the Representative Plaintiff.

Class Counsel fees, disbursements and any payments to the Representative Plaintiff are also subject to Court approval to ensure fairness.

WHAT IF I WANT TO OBJECT TO THE PROPOSED SETTLEMENT OR LEGAL FEE?

Class Members have the right to object to the approval of the proposed settlement agreement and distribution protocol, Class Counsel fees, disbursements, administration expenses or the payment of an honorarium to the Representative Plaintiff. If you wish to object, you must provide a letter or written objection to Class Counsel by no later than **March 23, 2026**.

The following information must be included in your objection delivered to Class Counsel:

- The objector's full name, current mailing address, telephone number and email address;
- A brief statement of the nature and reasons for the objection;
- A declaration that the person believes they are a member of the Class and the reason for that belief; and
- Whether the objector intends to appear at the Approval Hearing or intends to appear by counsel, and if by counsel, the name, address, telephone number, fax number, and email address of counsel.

Class Counsel may be contacted at:

JFK Law LLP
Barristers & Solicitors
260 - 200 Granville Street
Vancouver, BC V6C 1S4
Karey Brooks, KC and Soudeh Alikhani
Tel: 604-687-0549
Fax: 604-687-2696
kbrooks@jfkllaw.ca
salikhani@jfkllaw.ca
www.jfkllaw.ca

IMPORTANT INFORMATION

This Notice is a summary only. If there is any conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

For further information, including access to the Settlement Agreement and other key documents as they become available, please visit: [WestJet Class Action Information | JFK Law LLP of Canada](#).

SCHEDULE "B" – SETTLEMENT APPROVAL ORDER

No. S-162957

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MANDALENA LEWIS

Plaintiff

AND:

WESTJET AIRLINES LTD.

Defendant

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

BEFORE THE HONOURABLE MADAM

JUSTICE HUGHES,)

___ / ___ / 2026

CASE MANAGEMENT JUDGE

ORDER

ON THE APPLICATION of the Plaintiff coming on for hearing before the Honourable Justice Hughes at the Courthouse at 800 Smithe Street , Vancouver, B.C., on May 7, 8 and 25 and July 27, 2026, on reading the materials filed, including the Settlement Agreement dated June 22, 2026 ("**Settlement Agreement**"), and on hearing Karey Brooks KC, counsel for the Plaintiff, and James Lebo, KC, counsel for the Defendant, and on being advised that the Plaintiff and Defendant consent to this Order:

THIS COURT ORDERS that:

1. All capitalized terms in this Order have the same meaning as defined in the Settlement Agreement attached as Schedule "A" to this Order, and those definitions apply to and are incorporated into this Order.
2. The Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. The Settlement Agreement is approved pursuant to s. 35 of the *Class Proceedings Act*, RSBC 1996 , c 50, and shall be implemented and enforced in accordance with its terms.
4. This Order, including the Settlement Agreement, is binding upon each Class Member, including those persons who are minors or mentally incapable;

5. Upon completion of the steps contemplated by the Settlement Agreement, this action is dismissed with prejudice and without costs as against any party.
6. Upon the Effective Date, each Class Member who did not opt out of the Action shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of the Action and of any other proceeding in respect of the Released Claims against the Releasees, in accordance with the Settlement Agreement.
7. Upon the Effective Date, each Releasor has released and shall be conclusively deemed to have released the Releasees from the Released Claims, as defined in the Settlement Agreement.
8. Upon the Effective Date, and subject to the terms in the Settlement Agreement, each Releasor is permanently barred and enjoined from commencing, continuing, or prosecuting any proceeding against the Releasees in respect of the Released Claims. For purposes of implementation, administration, and enforcement of the Settlement Agreement and this Order, this Court retains exclusive and ongoing supervisory jurisdiction.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS NOTED ABOVE:

Karey Brooks, KC
Lawyers for the Plaintiff, Mandalena Lewis

James Lebo, KC
Lawyers for the Defendant, WestJet Airlines Ltd.

By the Court

Registrar

SCHEDULE "C" – DISTRIBUTION PROTOCOL

Part 1: General Principles

1. The definitions in the Settlement Agreement apply to and are incorporated into this Distribution Protocol.
2. This Distribution Protocol is prepared in accordance with the Settlement Agreement.
3. After payment of Class Counsel Fees, disbursements, applicable taxes, any honorarium to the Representative Plaintiff, and Administration Costs, the balance of the funds (the "**Settlement Funds**") will be held in a trust account by the Claims Administrator or its successor.
4. The Settlement Funds will be available to pay approved claims, in accordance with Part 2 of this Distribution Protocol. Each Eligible Class Member who submits a valid claim shall be entitled an equal share of the Settlement Funds, calculated by dividing the Settlement Funds by the total number of Class Members (n=3,452). In the event that a Class Member does not make a claim, her corresponding unclaimed portion of the Settlement Funds will be provided as a charitable donation to the Law Foundation of British Columbia.

$$\text{Each Class Member's entitlement} = \frac{\text{Remaining Settlement Funds}^*}{3,452}$$

* Settlement Funds after payment of Class Counsel Fees, disbursements, applicable taxes, any honorarium to the Representative Plaintiff, and Administration Costs

5. No additional contributions will be made to the Settlement Funds from any source.
6. Compensation will be paid to Class Members who file a valid claim approved in accordance with the claims process established in Part 2 of this Distribution Protocol.
7. This Distribution Protocol will be administered by the Claims Administrator in accordance with its terms, prioritizing the goals of efficiency and compensation for eligible claims. After payment of Class Counsel Fees, disbursements and applicable taxes, and any honorarium, the balance of the Settlement Funds will be transferred to the Administrator to pay claims and the Claims Administrator's expenses.
8. Class Counsel and Defence Counsel shall monitor the claims process and provide advice and assistance to the Claims Administrator regarding this Distribution Protocol and the claims process. Class Counsel and Defence Counsel, may, upon agreement and in consultation with the Claims Administrator, modify provisions of this Distribution Protocol, including any time limits or deadlines, during the claims process

to enhance the efficacy of the claims process if they consider it necessary and reasonable for the fair administration of the Settlement Agreement.

Part 2: Claims Process

9. Class Members will receive the Notice of Claims Process and Distribution of the Settlement Amount. Only Eligible Class Members (those who did not opt out) will receive the Notice of Claims Process and Distribution of the Settlement Amount.
10. Upon receipt of the Notice of Claims Process and Distribution of the Settlement Amount, any Eligible Class Member who wishes to make a claim must follow the prompts in the Notice of Settlement Approval and Claims Process.
11. All claims must be received by the Claims Administrator by no later than three (3) months from the date that the Notice of Settlement Approval and Claims Process is disseminated (the "Claims Deadline").
12. The Claims Administrator will review and administer all valid claims within sixty (60) days after the Claims Deadline. The Claims Administrator will confirm that each claimant is an Eligible Class Member by checking their identity against the Class Member list provided by Class Counsel.
13. The Claims Administrator will review and pay out claims to Eligible Class Members.
14. Where claims are duplicative or otherwise invalid, the Claims Administrator shall reject those claims.
15. The Claims Administrator's decision concerning the validity of any particular Claim shall be final and binding. There shall be no right of appeal. Neither the Parties nor the Claims Administrator will be liable for any decisions or actions taken under the Distribution Protocol.
16. Following the Distribution, and after all valid claims have been paid in full and the Claims Deadline and any applicable re-issuance period have expired, the Claims Administrator, will disburse any remaining Settlement Funds to the Law Foundation of British Columbia.
17. Following the Distribution, Class Counsel shall send a reporting letter to the Case Management Judge setting out the claims made, amounts paid out, and any other matters relevant to the Distribution Protocol process.

Part 3: The Claims Administrator's Duties and Responsibilities

18. The Claims Administrator shall administer the claims process and distribution in accordance with this Distribution Protocol and with the provisions of any orders of

the Court and the Settlement Agreement under the ongoing authority and supervision of the Court, with monitoring by Class Counsel and Defence Counsel.

19. The Claims Administrator shall send periodic invoices to Class Counsel and Defence Counsel for the costs of the claims administration under this Settlement Agreement to be paid as Administration Costs from the Settlement Amount in accordance with the Settlement Agreement. If one of the parties believes the amount charged on any invoice is unreasonably excessive, the party may submit their objections to the Court for resolution and need not pay the disputed amount until the Court has resolved the objections.
20. The Claims Administrator's duties and responsibilities shall include the following:
 - a. establishing a claims process including a website and electronic web-based systems and procedures for completing, filing, receiving and adjudicating claims;
 - b. employing secure, web-based systems with electronic registration and record keeping wherever possible;
 - c. providing professional and timely support and assistance to Class Members applying for compensation;
 - d. providing efficient and timely adjudication of all claims made in accordance with industry standards;
 - e. providing timely payment of all valid claims;
 - f. providing complete and timely reporting to Class Counsel and Defence Counsel in respect of all aspects of the claims process; and
 - g. maintain the Claims information so as to permit Class Counsel and Defence Counsel to audit the claims administration as they may determine, or if ordered by the Court.
21. The available WestJet Flight Attendant's personal information provided by Class Counsel to the Claims Administrator shall be collected, used and retained pursuant to British Columbia and Federal privacy laws for the purposes of administering the Settlement Agreement, disseminating notices, and evaluating Class Members' eligibility status under the Settlement Agreement. The information shall be treated as private and confidential and shall not be disclosed except in accordance with the Settlement Agreement and orders of the Court.

SCHEDULE "D" – RELEASE

No. S-162957

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MANDALENA LEWIS (REPRESENTATIVE PLAINTIFF)

AND:

WESTJET AIRLINES LTD. (DEFENDANT)

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

RELEASE OF CLAIMS

IN CONSIDERATION of the Defendant's agreement to the terms of the Settlement Agreement, each RELEASOR DOES HEREBY RELEASE and forever discharge the DEFENDANT and THE RELEASEES of and from any and all manner of claims, demands, actions, suits, debts, judgments, losses, causes of action, known or unknown, that the Releasor ever had or now has by reason of or in any way arising out of or relating to:

- i. the Fresh as Amended Notice of Civil Claim filed by the Representative Plaintiff on June 17, 2025; or
- ii. any of the certified common issues in the Action (*Lewis v. Westjet Airlines Ltd.*, SCBC Vancouver Registry No. S-162957)

with the exception of the Tort Claims Against Natural Persons, as defined in Section 7.2 of the Settlement Agreement.

"Releasees" means, jointly and severally, individually and collectively, the Defendant and its subsidiaries, partners, parents, directors, officers, employees, agents, predecessors, successors, assigns, attorneys, liquidators, receivers, receiver managers, trustees, insurers, owners, shareholders, and all of their affiliates as defined in the British Columbia *Business Corporations Act*, (excluding Westjet Encore Ltd.), and Westjet, an Alberta Partnership.

Capitalized terms shall have the meanings defined in the Settlement Agreement.

SCHEDULE "E" – NOTICE OF SETTLEMENT APPROVAL AND CLAIMS PROCESS

WESTJET ANTI-HARASSMENT PROMISE CLASS ACTION

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

CLAIM DEADLINE: , 2026

Class Members who wish to apply for compensation must submit their claims by this date.

A. WHO IS AFFECTED BY THIS NOTICE?

This notice applies to you if you worked as a flight attendant for WestJet Airlines Ltd. during the period April 4, 2014 and February 28, 2021 ("Class Period"). A settlement has been reached in *Lewis V. Westjet Airlines Ltd.*, Supreme Court of British Columbia ("Court"), Court File No. S-162957 ("Class Action"). The settlement class includes current and former female flight attendants employed by WestJet Airlines Ltd. ("WestJet") mainline at any point during the period of April 4, 2014 to February 28, 2021 who did not opt out of the Class Action by the expiry of the Opt-Out deadline on June 8, 2024 ("Eligible Class Members").

B. WHAT WAS THE CLASS ACTION ABOUT?

The claim alleged that WestJet systemically breached the employment contracts of female flight attendants who were employed at WestJet mainline between April 4, 2014 and February 28, 2021 by failing to implement and enforce an alleged contractual term to create and maintain a workplace free from harassment (the "Anti-Harassment Promise").

WestJet denies the allegations. The allegations were not proven in court, and the settlement does not include any admission of liability by WestJet.

C. COURT APPROVED SETTLEMENT

A settlement was reached with WestJet and was approved by the Court on May 8, 2026.

The gross settlement amount is \$4,500,000 CAD. The amount that will be available for distribution to Eligible Class Members ("Net Settlement Amount") has not yet been finally determined. After deductions for court approved legal fees and other expenses, it is anticipated the Net Settlement Amount will be approximately \$_____. Any unclaimed funds will be provided to the Law Foundation of British Columbia.

D. DISTRIBUTION OF SETTLEMENT FUNDS

The Court has approved a Distribution Protocol for distributing the Net Settlement Amount to Eligible Class Members. A copy of the Distribution Protocol is available online at [redacted]. [redacted] ("Claims Administrator") has been retained to administer the Distribution Protocol and make payments to Eligible Class Members who submit claims.

If you are an Eligible Class Member, you must submit a claim for a share of the Net Settlement Amount through the online portal available at [Placeholder URL].

All claims must be submitted to the Claims Administrator through the online portal no later than [redacted], 2026 ("Claims Deadline"). If you fail to submit a claim by the Claims Deadline, you will not receive a share of the Net Settlement Amount.

Questions regarding the claims process should be directed to Claims Counsel at [Class Counsel Contact Information].

E. MORE INFORMATION

For more information about the settlement please visit the settlement website [insert website address].

Class Counsel may be contacted at:

JFK Law LLP
Barristers & Solicitors
260 - 200 Granville Street
Vancouver, BC V6C 1S4

Karey Brooks, KC and Soudeh Alikhani

Tel: 604-687-0549
Fax: 604-687-2696
kbrooks@jfkllaw.ca
salikhani@jfkllaw.ca
www.jfkllaw.ca

This notice has been approved by the Court.

The claim form below reflects the fields and information that will be presented in the online portal.

Claim Form

Section 1 - Claimant Information

Claimant's Full Name (required)

Claimant's Name while working for WestJet (if different than above)

Claimant's Employee Number while working for WestJet (if known)

Commencement Date of Employment (mm/dd/yyyy)

Last Date of Employment (if applicable) (mm/dd/yyyy)

Social Insurance Number (required)

Street Address

Floor/Suite

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City **Province/State** **Postal Code or Zip**

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Country

--

Phone Number

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Email address (required) **see Payment Information section*

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If the contact details you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Claims Administrator. All communications regarding this class action will be done via email.

Section 2 – Payment Information

Payments will be issued by Interac e-Transfer. If you are eligible, the funds will be sent to the email address provided above. Please ensure you will continue to have access to this email account.

If a reissued payment is required, only one reissue attempt will be made. Please ensure that your information is accurate before submitting, as funds will not be reissued if the reissued attempt is unsuccessful.

Section 3 – Claim Signature and Certification

By signing this claim submission, I certify that the information included with this claim submission is accurate and complete to the best of my knowledge, information, and belief. I

am an eligible member of the class, and not subject to any of the exceptions to being included in the class. I agree and consent to be communicated with electronically via email). I agree to furnish additional information regarding this claim submission if requested to do so by the Claims Administrator.

Signature

Date (mm/dd/yyyy)

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