

No. S067490  
Vancouver Registry

In The Supreme Court of British Columbia

Between:

**KAREN MCKAY**

Plaintiff

and:

**AIR CANADA, AC CARGO LIMITED PARTNERSHIP,  
SOCIÉTÉ AIR FRANCE, KONINKLIJKE LUCHTVAART  
MAATSCHAPPIJ N.V., ASIANA AIRLINES INC., BRITISH  
AIRWAYS PLC, CATHAY PACIFIC AIRWAYS LTD.,  
DEUTSCHE LUFTHANSA AG, LUFTHANSA CARGO AG,  
SWISS INTERNATIONAL AIR LINES LTD., JAPAN  
AIRLINES INTERNATIONAL CO., LTD., KOREAN AIR  
LINES CO., LTD., SCANDINAVIAN AIRLINES SYSTEM  
CARGOLUX AIRLINES INTERNATIONAL S.A., LAN  
AIRLINES S.A, LAN CARGO S.A., ATLAS AIR  
WORLDWIDE HOLDINGS INC., POLAR AIR CARGO INC.,  
SINGAPORE AIRLINES LTD., SINGAPORE AIRLINES  
CARGO PTE LIMITED AND QANTAS AIRWAYS LIMITED.**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

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**ORDER MADE AFTER APPLICATION  
APPROVAL OF NOTICE AND JOINT HEARING**

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BEFORE

CHIEF JUSTICE HINKSON

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)  
)

25/Feb/2016

ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on 25/Feb./2016 and on hearing David G.A. Jones for the plaintiff; Emily MacKinnon on behalf of the defendant Cathay Pacific Airways Ltd.; Michelle Maniago on behalf of the defendant British Airways PLC and Danielle Royal via telephone on behalf of the defendants Air Canada and AC Cargo Limited Partnership.

**THIS COURT ORDERS that:**

1. Except as otherwise stated, this order incorporates and adopts the definitions set out in the settlement agreement with the Defendant, Cathay Pacific Airways Ltd. ("Cathay"), dated November 27, 2015 (the "Cathay Settlement Agreement").
2. For the purposes of this order, "Non-Settling Defendants" means Air Canada, AC Cargo Limited Partnership and British Airways PLC.

***Notice Approval***

3. The customer names and addresses provided by the Non-Settling Defendants, any Defendant who has entered into a settlement with the Plaintiff, and International Air Transport Association ("IATA"), a non-party to this litigation, produced as the result of the order of the Honourable Madam Justice Leitch made May 2, 2008 in the Ontario Court (the "May 2 Order"), attached as **Schedule "A"**, can be used by Garden City Group, LLC ("Garden City") for the limited purpose of disseminating the long (the "Long Notice"), abbreviated (the "Abbreviated Notice") and publication (the "Publication Notice" together with the Long Notice and the Abbreviated Notice, the "Notices") forms of the notices of settlement entered into with Cathay in accordance with the May 2 Order and subject to the same terms and conditions as the May 2 Order.
4. The Long Notice is hereby approved substantially in the form attached as **Schedule "B"**.
5. The Abbreviated Notice is hereby approved substantially in the form attached as **Schedule "C"**.
6. The Publication Notice is hereby approved substantially in the form attached as **Schedule "D"**.
7. The plan of dissemination of the Notices to putative settlement class members (the "Plan of Dissemination") is hereby approved in the form attached as **Schedule "E"**, subject to the addition of the Vancouver Sun to the list of newspapers at paragraph 1 of the Plan of Dissemination.

8. The Notices shall be disseminated in accordance with the Plan of Dissemination, as amended by paragraph 7 of this order.

9. This order is without prejudice to any position a Non-Settling Defendant may take in this or any other proceeding on any issue, including the issue of whether this action should be certified as a class proceeding. No person may rely, cite or refer to all or any part of this order or any reasons given by the Court in support of the order as authority against any of the Non-Settling Defendants in this or any other proceeding. For greater certainty, this order and the Court's reasons in support of this order are not binding on and shall have no effect on this Court's ruling in this or any other proceeding as against the Non-Settling Defendants.

10. Paragraphs 3 to 8 of this order are contingent upon parallel orders being made by the Ontario Court and the Quebec Court, and the terms of paragraphs 3 to 8 of this order shall not be effective unless and until such order is made by the Ontario Court and the Quebec Court.

### ***Joint Hearing***

11. The *Canadian Judicial Protocol for the Management of Multi-Jurisdictional Class Actions* (the "Protocol") is hereby adopted for the purposes of the approval of the Cathay Settlement Agreement and the Distribution Protocol, and all ancillary orders required to give effect to the terms of the settlement and Distribution Protocol, including the certification of the action against Cathay for settlement purposes.

12. Subject to a similar order being made in the Ontario and Quebec Actions, the Plaintiffs in the Ontario and BC Actions and the Petitioner in the Quebec Action may file joint motions to certify or authorize the Ontario, BC and Quebec Actions against Cathay for settlement purposes, and approve the Cathay Settlement Agreement and the proposed Distribution Protocol under a combined style of cause of the Ontario, BC and Quebec Actions.

13. Subject to a similar order being made in the Ontario Action, the Plaintiffs in the Ontario and BC Actions may file joint motions to approve class counsel's fees in relation

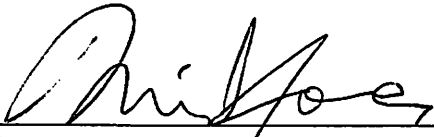
to the Cathay Settlement Agreement (the "Fee Approval Motions") under a combined style of cause of the Ontario and BC Actions.

14. Subject to a similar order being made in the Ontario and Quebec Actions, the hearing of the Settlement Approval Motions and the Fee Approval Motions shall proceed concurrently by way of joint video or telephone conference in the Ontario, BC and Quebec Courts on a date to be set.

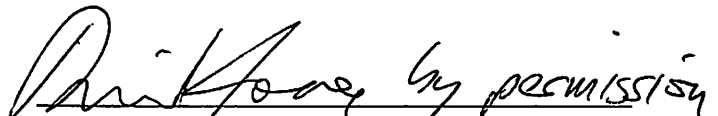
**General**

15. This order is contingent upon parallel orders being made by the Ontario Court and the Quebec Court, and the terms of this order shall not be effective unless and until such order is made by the Ontario Court and the Quebec Court.

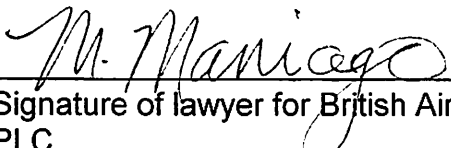
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
\_\_\_\_\_  
Signature of lawyer for the plaintiff

David G.A. Jones

  
\_\_\_\_\_  
Signature of lawyer for Cathay Pacific Airways Ltd.

Emily MacKinnon

  
\_\_\_\_\_  
Signature of lawyer for British Airways PLC

Michelle Maniago

  
\_\_\_\_\_  
Signature of lawyer for Air Canada and AC Cargo Limited Partnership

Danielle Royal

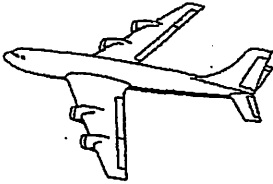
  
\_\_\_\_\_  
By the Court

  
\_\_\_\_\_  
Registrar



## Schedule A

### NOTICE OF PROPOSED SETTLEMENT AND DISTRIBUTION PROTOCOL IN CANADIAN AIR CARGO PRICE-FIXING CLASS ACTIONS



**TO:** Persons who purchased Airfreight Shipping Services, including those persons who purchased airfreight shipping services through freight forwarders or from any air cargo carrier, for shipments within, to, or from Canada (except shipments between the United States and Canada) ("Airfreight Shipping Services") during the period from January 1, 2000 to September 11, 2006, and have not already excluded themselves from the class actions (the "Settlement Class").

#### I. BACKGROUND

Class action lawsuits in Ontario, British Columbia and Quebec allege an unlawful conspiracy to fix prices for Airfreight Shipping Services from January 1, 2000 to September 11, 2006.

The following entities were named as Defendants in one or more provinces in the class actions: Air Canada, AC Cargo Limited Partnership, Societe Air France, Koninklijke Luchtvaart Maatschappij N.V. dba KLM, Royal Dutch Airlines, Asiana Airlines Inc., British Airways PLC, Cathay Pacific Airways Ltd., Deutsche Lufthansa AG, Lufthansa Cargo AG, Japan Airlines International Co., Ltd., Scandinavian Airlines System, Korean Air Lines Co., Ltd., Cargolux Airline International S.A., LAN Airlines S.A., LAN Cargo S.A., Atlas Air Worldwide Holdings Inc., Polar Air Cargo Inc., Singapore Airlines Ltd., Singapore Airlines Cargo PTE Ltd., Swiss International Air Lines Ltd., Qantas Airways Limited, and Martinair Holland N.V.

#### II. CONTESTED CERTIFICATION

On August 26, 2015, the Ontario action was certified on behalf of the following persons:

- [To be inserted when certification order is finalized]

The Defendants in the Ontario action are seeking leave to appeal the certification decision. The Plaintiffs have appealed the jurisdiction decision, which affects the class definition. Once all appeals have been resolved, another notice will be distributed and posted online at [www.aircargosettlement2.com](http://www.aircargosettlement2.com).

#### III. PREVIOUS SETTLEMENTS

Previous settlements have been reached with:

Settling Defendant(s)	Settlement Amount
Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd.	US\$5,338,000 (CDN\$6,243,307.26)
Japan Airlines International Co. Ltd.	CDN\$738,000

Settling Defendant(s)	Settlement Amount
Scandinavian Airlines System	CDN\$300,000
Qantas Airways Limited	CDN\$237,000
Cargolux Airline International	CDN\$1,800,000
Singapore Airlines Ltd and Singapore Airlines Cargo PTE Ltd.	CDN\$1,050,000
Société Air France, Koninklijke Luchtvaart Maatschappij N.V. dba KLM, Royal Dutch Airlines and Martinair Holland N.V.	CDN\$6,500,000
LAN Airlines S.A. and LAN Cargo S.A.	CDN\$700,000
Polar Air Cargo LLC f/k/a Polar Air Cargo Inc.	CDN\$425,000
Korean Air Lines Co, Ltd.	CDN\$4,100,000
Asiana Airlines Inc.	CDN\$1,500,000

The settlement funds (less court approved counsel fees and disbursements) are being held in an interest bearing account for the benefit of Settlement Class Members. In addition to the above noted monetary benefits, each of the above listed settlements requires the Settling Defendants to provide cooperation to the Plaintiffs in the continued prosecution of the Canadian Proceedings. All of these settlements have received the requisite court approval.

#### IV. PROPOSED SETTLEMENT

A settlement has been reached with Cathay Pacific Airways Ltd. ("Cathay"). The settlement is subject to the approval of the Ontario, British Columbia and Quebec courts. The settlement represents a resolution of disputed claims. Cathay does not admit any wrongdoing or liability.

Under the terms of the settlement agreement, Cathay has agreed to pay CDN\$6,000,000 for the benefit of the Settlement Class in exchange for the full and final release for all claims formulated against it and its related entities. Cathay has agreed to provide certain documents and information to the Plaintiffs who are pursuing the class actions against the remaining Defendants.

A joint motion to certify the actions as class actions as against Cathay, for settlement purposes, and to approve the settlement, will be heard before the Ontario, British Columbia and Quebec courts on ●, 2016 at 10:00 a.m. PST / 1:00 p.m. EST. At this hearing, the Ontario, British Columbia and Quebec courts will determine whether the settlement is fair, reasonable, and in the best interests of Settlement Class Members.

#### V. PROPOSED DISTRIBUTION OF THE SETTLEMENT FUNDS

At the joint motion, the Courts will be asked to approve a protocol for distributing the aggregate settlement funds, plus accrued interest, less a reserve fund, court approved legal fees and other expenses. The reserve fund will be held in a trust account for the benefit of Settlement Class Members. Class Counsel reserve the right to apply to the Ontario, British Columbia and Quebec courts to have the reserve funds applied against future disbursements and/or future adverse costs

awards. A copy of the proposed distribution protocol is available at [www.aircargosettlement2.com](http://www.aircargosettlement2.com) or from Class Counsel.

Including prior settlements, the settlements achieved to date in this litigation total approximately CDN \$29.6 million. The aggregate settlement funds, plus interest and less court approved legal fees, disbursements, administration expenses, and applicable taxes, are available for compensation to Settlement Class Members.

Although settlements have only been reached with certain Defendants, Settlement Class Members can claim with respect to all Airfreight Shipping Services purchases between January 1, 2000 and September 11, 2006, regardless of the air cargo carrier, except for shipments on integrated carriers (such as FedEx, UPS, DHL and TNT).

For the purposes of calculating settlement benefits, the value of Settlement Class Members' purchases will be converted to CDN from the original currency, at the average Bank of Canada rate for that currency between January 1, 2000 and September 11, 2006.

Subject to further order of the Ontario court, the settlement funds will be distributed on a *pro rata* (proportional basis) based on the value of your claim relative to the value of all approved claims. The value of your claim will depend on the quantum of your purchases and the classification of your purchases:

- Direct Purchaser Shippers means a Settlement Class Member who purchased Airfreight Shipping Services direct from an air cargo carrier, for shipments by that Settlement Class Member. Settlement benefits payable to Direct Purchaser Shippers will be calculated based on the full value of the Settlement Class Member's Airfreight Shipping Services purchases.
- Shippers means a Settlement Class Member who purchased Airfreight Shipping Services from a Freight Forwarder. Settlement benefits payable to Shippers will be calculated based on 75% of the value of the Settlement Class Member's Airfreight Shipping Services purchases.
- Freight Forwarders means a Settlement Class Member who purchased Airfreight Shipping Services direct from an air cargo carrier, for resale to Shippers. Settlement benefits payable to Freight Forwarders will be calculated based on 25% of the value of the Settlement Class Member's Airfreight Shipping Services purchases. The settlement benefits payable to Freight Forwarders who provide information about their customers' Airfreight Shipping Services purchases to the Claims Administrator will be calculated based on 35% of the value of the Settlement Class Member's Airfreight Shipping Services purchases.

Settlement Class Members may fall into more than one category.

If the *pro rata* distribution would result in Settlement Class Members receiving an amount that is beyond any reasonable estimate of expected damages, Class Counsel will seek further direction from the Ontario court with respect to the distribution of the net settlement funds. Subject to further order of the court following the adjudication of all claims, all valid claims will be assigned a minimum value of \$20. As part of any distribution of any subsequent settlements

and/or court awards, Settlement Class Members whose *pro rata* entitlement was less than \$20 will have to account for the fact that their claim was increased beyond their *pro rata* entitlement.

Payments to Quebec Settlement Class Members are subject to deductions payable to the Fonds d'aide aux recours collectifs, calculated in accordance with the governing regulations.

#### **VI. PARTICIPATING IN THE SETTLEMENT APPROVAL HEARINGS**

Settlement Class Members who do not oppose the proposed Cathay settlement and who wish to claim benefits under the settlements need not do anything at this time, but are encouraged to register online at [www.aircargosettlement2.com](http://www.aircargosettlement2.com) to receive updates about the class action.

Settlement Class Members who wish to comment on or make an objection to the proposed settlement and/or proposed distribution protocol, or make submissions at the approval hearing must submit a written submission to Class Counsel at the address listed below, postmarked no later than ●, 2016. Class Counsel will forward all such submissions to the courts. All written submissions will be considered by the courts. If you do not submit a written submission postmarked by ●, 2016, you may not be entitled to participate, through oral submissions or otherwise, in the approval hearing.

Settlement Class Members may attend the approval hearing. If you wish to attend the approval hearing or make submissions, please contact Class Counsel for additional details.

#### **VII. FILING A CLAIM**

Settlement Class Members who wish to apply for compensation under the settlements must file a claim. Where possible, Settlement Class Members will be able to rely on sales records provided by the Defendants, the International Air Transport Association, and/or Freight Forwarders to establish their purchases. Settlement Class Members may also rely on their own purchase records.

The deadline and procedure for filing a claim will be reviewed at the approval hearing and those details will be available in a further notice to be distributed by mail or email and posted online at [www.aircargosettlement2.com](http://www.aircargosettlement2.com). If you did not receive this notice by mail, please register online at [www.aircargosettlement2.com](http://www.aircargosettlement2.com) or by telephone at 1-888-291-9655 (U.S. and Canada) or 1-614-553-1296 (International) to ensure that further notices will be sent to you directly, by mail.

The litigation is continuing against the non-settling Defendants. Settlement Class Members who file a claim will be able to rely on that claim in respect of any subsequent settlement.

#### **VIII. CLASS COUNSEL & LEGAL FEES**

This notice only summarizes the Cathay Settlement Agreement and distribution protocol. More information about the settlement and distribution protocol is available online at [www.aircargosettlement2.com](http://www.aircargosettlement2.com). Questions about the settlement or any other matters contained in this notice may be directed to Class Counsel:

- Settlement Class Members outside British Columbia and Quebec: 1-800-461-6166 ext. 2446 or [aircargo@siskinds.com](mailto:aircargo@siskinds.com) or Siskinds LLP, 680 Waterloo Street, London, ON, N6A 3V8, Canada, Attn: Charles Wright.



- British Columbia Settlement Class Members: (604) 689-7555 or [djones@cfmlawyers.ca](mailto:djones@cfmlawyers.ca) or Camp Fiorante Matthews Mogerman, #400 - 856 Homer Street, Vancouver, BC, V6B 2W5, Attn: David Jones.
- Quebec Settlement Class Members: (514) 846-0666 or [moe@liebmanlegal.com](mailto:moe@liebmanlegal.com) or Liebman Legal Inc., 1 Westmount Square #1750, Montreal, QC, H3Z 2P9, Attn: Moe F. Liebman.

Class Counsel legal fees and disbursements must be approved by the Ontario, British Columbia and Quebec courts. Class Counsel will collectively be requesting that legal fees of up to 25% of the Cathay settlement funds, plus disbursements and applicable taxes, be approved by the courts and paid out of the Cathay settlement funds.

This notice has been approved by the Ontario, British Columbia and Quebec courts.

# DID YOU PURCHASE AIRFREIGHT SHIPPING SERVICES?

"Airfreight Shipping Services" are air cargo shipments within, to or from Canada (except to/from the United States) between January 2000 and September 2006

## IF SO, YOU COULD BE AFFECTED BY A PROPOSED CLASS ACTION SETTLEMENT.

### WHAT IS THE CLASS ACTION SETTLEMENT ABOUT?

Class actions have been commenced in Canada alleging an unlawful conspiracy to fix prices for Airfreight Shipping Services.

A settlement has been reached with Cathay Pacific Airways Ltd. ("Cathay"). The settlement is subject to the approval of the Ontario, British Columbia and Quebec Courts. A hearing to approve the settlement will be held on MM/DD/YYYY.

Under the terms of the settlement agreement, Cathay has agreed to pay CDN\$6,000,000 for the benefit of the Settlement Class and provide certain information and documents to the plaintiffs who are pursuing the class actions against the remaining defendants. The settlement represents a resolution of disputed claims. Cathay does not admit any wrongdoing or liability.

### WHAT OTHER SETTLEMENTS HAVE BEEN REACHED?

Settlements have been reached with 11 other groups of defendants. The settlements achieved to date total approximately CDN\$29 million. The settlement funds, plus interest, less court approved fees and expenses, are being held in trust for the benefit of settlement class members. The litigation is continuing against two groups of defendants.

### HOW WILL THE SETTLEMENT FUNDS BE DISTRIBUTED?

At the settlement approval hearing, the courts will be asked to approve a protocol for the distribution of settlement funds.

Although settlements have only been reached with certain defendants, settlement class members can claim with respect to all Airfreight Shipping Services purchases regardless of the air cargo carrier, except for shipments on integrated carriers (such as FedEx, UPS, DHL and TNT).

Subject to further order of the Ontario court, the settlement funds will be distributed on a prorata (proportional basis) based on the value of your claim relative to the value of all approved claims. The value of your claim will depend on: (i) the value of your Airfreight Shipping Services purchases; and (ii) the categorization of your Airfreight Shipping Services purchases.

Purchases will be categorized based on whether you purchased directly from an air cargo carrier or through a freight forwarder and, if you purchased directly from an air cargo carrier, whether you purchased the Airfreight Shipping Services for your own shipments or as a freight forwarder. Freight forwarders who provide their customer information for the purposes of assisting in the claims process are eligible for enhanced settlement benefits.

See the long-form notice and distribution protocol online at [www.aircargosettlement2.com](http://www.aircargosettlement2.com) for more information.

### WHAT ARE MY OPTIONS?

You can make submissions to the courts regarding the proposed settlement and distribution protocol. To do so, you must act by DD/MM/YYYY. See the long-form notice online at [www.aircargosettlement2.com](http://www.aircargosettlement2.com) for more information.

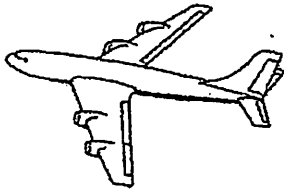
### HOW DO I APPLY TO RECEIVE SETTLEMENT BENEFITS?

After the approval hearing, a further notice will be provided regarding the process and deadline for applying for settlement benefits.

If you did not receive this notice by direct mail, you should register online at [www.aircargosettlement2.com](http://www.aircargosettlement2.com) to ensure that you receive future notices by direct mail.

**HAVE MORE QUESTIONS? Visit us at [www.aircargosettlement2.com](http://www.aircargosettlement2.com)  
email [aircargo@siskinds.com](mailto:aircargo@siskinds.com) or call 1.800.461.6166 x2446**

Schedule C



**Did you purchase airfreight shipping services  
within, to, or from Canada  
(except to/from the United States)  
between January 2000 and September 2006?**

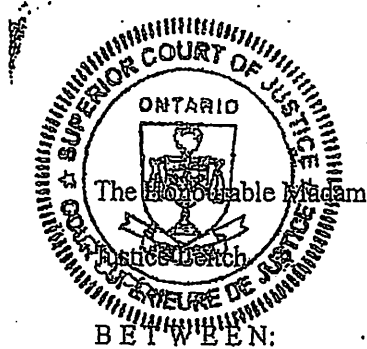
If so, you might be affected by a class action settlement with Cathay Pacific Airlines Ltd. Pursuant to the settlement, Cathay has agreed to pay CDN \$6,000,000. The settlement is a compromise of disputed claims and is not an admission of liability or wrongdoing by Cathay.

The settlement requires court approval in Ontario, British Columbia and Quebec. The courts will also be asked to approve a protocol for distributing the settlement funds received in the litigation to date. Settlement class members may express their views about the proposed settlement and protocol for distributing the settlement funds to the courts. To do so, you must act by ●, 2016.

**Questions? Visit [www.aircargosettlement2.com](http://www.aircargosettlement2.com)  
or call 1-800-461-6166 ext 2446**

Schedule D

Court File No. 50389CP



ONTARIO  
SUPERIOR COURT OF JUSTICE

) FRIDAY , the 2<sup>ND</sup> day  
)  
) of MAY , 2008

BETWEEN:

NUTECH BRANDS INC.

Plaintiff

- and -

AIR CANADA, AC CARGO LIMITED PARTNERSHIP, SOCIETE AIR FRANCE,  
KONINKLIJKE LUCHTVAART MAATSCHAPPIJ N.V. dba KLM, ROYAL DUTCH  
AIRLINES, ASIANA AIRLINES INC., BRITISH AIRWAYS PLC, CATHAY PACIFIC  
AIRWAYS LTD., DEUTSCHE LUFTHANSA AG, LUFTHANSA CARGO AG, JAPAN  
AIRLINES INTERNATIONAL CO., LTD., SCANDINAVIAN AIRLINES SYSTEM,  
KOREAN AIR LINES CO., LTD., CARGOLUX AIRLINE INTERNATIONAL, LAN  
AIRLINES S.A, LAN CARGO S.A., ATLAS AIR WORLDWIDE HOLDINGS INC., POLAR  
AIR CARGO INC., SINGAPORE AIRLINES LTD., SINGAPORE AIRLINES CARGO PTE  
LTD., and SWISS INTERNATIONAL AIR LINES LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THESE MOTIONS, made by the Plaintiff for an Order that the International Air Transport Association ("IATA"), a non-party to this action, provide to The Garden City Group ("Garden City") customer records it has maintained for IATA member air cargo carriers who shipped to, from or within Canada between January 1, 2000 and September 11, 2006, and for an Order that the Non-Settling Defendants provide to Garden City certain specified customer information, both for the limited purpose of disseminating a court-approved Notice of Proposed Settlement, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed and on hearing the submissions of Counsel for the Plaintiff and the Non-Settling Defendants:

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order, Non-Settling Defendants is defined as follows:

(a) "Non-Settling Defendants" means Air Canada, AC Cargo Limited Partnership, Societe Air France, Koninklijke Luchvaart Maatschappij N.V. dba KLM, Royal Dutch Airlines, Asiana Airlines Inc., British Airways PLC, Cathay Pacific Airways Ltd., Japan Airlines International Co., Ltd., Scandinavian Airlines System, Korean Air Lines Co., Ltd., Cargolux Airline International, LAN Airlines S.A, LAN Cargo S.A., Atlas Air Worldwide Holdings Inc., Polar Air Cargo Inc., Singapore Airlines Ltd., and Singapore Airlines Cargo PTE Ltd.

2. **THIS COURT ORDERS** that, subject to paragraph 7 of this Order, on or before May 15, 2008, the Non-Settling Defendants provide to Garden City their respective customer information as set forth in Schedule "A" for the limited purpose of providing a Notice of Proposed Settlement in accordance with the Order dated March 6, 2008 (the "March 6, 2008 Order"), attached hereto as Schedule "B".

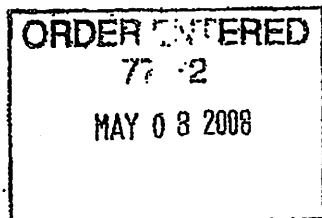
3. **THIS COURT ORDERS** that, subject to paragraph 7 of this Order, IATA, a non-party to this action, is to provide to Garden City with records it has maintained for IATA member air cargo carriers of names and addresses of customers who shipped to, from or within Canada between January 1, 2000 and September 11, 2006, for the limited purpose of providing a Notice of Proposed Settlement in accordance with the March 6, 2008 Order.

4. **THIS COURT ORDERS** that Garden City shall maintain the confidentiality of the customer information provided by the Non-Settling Defendants and by IATA in accordance with this Order and shall not disclose such information to any other person or their counsel.
5. **THIS COURT ORDERS** that within 90 days of the final disposition of the within Action, which time period may be amended by written agreement of the parties or Order of this Court, Garden City shall delete and destroy all customer information provided to it by the Non-Settling Defendants and IATA, including any copies or references thereto (the "Deletion"), and shall certify to this Court that the Deletion has occurred, and shall provide a copy of the certification of Deletion to the Non-Settling Defendants and IATA.
6. **THIS COURT ORDERS** that Garden City, Jeanne Finnegan, and any employees, subcontractors or agents thereof who will have access to the information provided pursuant to paragraphs 2 and 3 of this Order irrevocably attorn in writing to the jurisdiction of this Court for the purpose of this Order, the March 6, 2008 Order, and any issues or disputes relating thereto, including, without limiting the foregoing, this Court's monitoring and enforcement of this Order and the March 6, 2008 Order and the restrictions pursuant to which the information listed in Schedule "A" is provided.
7. **THIS COURT ORDERS** that the information to be provided pursuant to paragraphs 2 and 3 of this Order is not required to be provided unless and until the Non-Settling Defendants are provided a copy of the written attornment required by paragraph 6 of this Order.

8. **THIS COURT ORDERS** that this Order is without prejudice to any position a Non-Settling Defendant may take in this or any other proceeding on any issue, including the issue of whether this action should be certified as a class proceeding. No person may rely, cite or refer to all or any part of this Order or any reasons given by the Court in support of the Order as authority against any of the Non-Settling Defendants in this or any other proceeding. For greater certainty, this Order and the Court's reasons in support of this Order are not binding on and shall have no effect on this Court's ruling in this or any other proceeding as against the Non-Settling Defendants.

Date: *May 2, 2008*

  
The Honourable Madam Justice Leitch



**SCHEDULE "A"**



**SCHEDULE A**  
**CUSTOMER LISTS FROM THE NON-SETTLING DEFENDANTS**

1. Air Canada and AC Cargo Limited Partnership ("Air Canada")

Air Canada will produce in electronic form a list of all its customers, including addresses, who who shipped to, from or within Canada from January 1, 2001 through the present, as can be generated from an accessible electronic database. It is agreed that "customers" refers in each case to the party which actually made the payment to Air Canada for the shipping services.

2. Societe Air France ("Air France")

Air France will produce an electronic list of "customers under account" and "walk-up customers" who shipped to or from Canada as can be generated from Air France from an accessible electronic format for the period September 2003 to September 2006. Air France will not produce customer information for the period prior to September 2003 as this information is not maintained by Air France in a reasonably accessible format.

3. Koninklijke Luchtvaart Maatschappij N.V. dba KLM, Royal Dutch Airlines ("KLM")

KLM will produce a customer list, including addresses, for customers who shipped to, or from Canada as can be generated from KLM from an accessible electronic format for the period January 1, 2005 through September 11, 2006 and a second customer list, including only names, for those customers who shipped to or from Canada as can be generated from an accessible electronic format, for the period January 1, 2000 to January 1, 2005.

4. Asiana Airlines Inc. ("Asiana")

Asiana will produce, in electronic form, lists of its customers, including addresses as available, who shipped to or from Canada from January 1, 2000 through to September 11, 2006, as can be generated from information contained in current and legacy centralized electronic databases.

5. British Airways PLC ("BA")

BA will produce in electronic form, names and partial address information for customers who shipped to, from or within Canada between January 1, 2000 and September 11, 2006.

6. Cathay Pacific Airways Ltd. ("Cathay")

Cathay will produce a computer-readable list of the names and addresses of its freight forwarder customers or the corresponding IATA codes for same that are readily accessible electronically within Cathay's own records who shipped to or from Canada during the period January 1, 2000 to September 11, 2006. Plaintiffs agree that Cathay

need not undertake the manual examination of any waybills or other similar records in order to provide the requested information.

7. Japan Airlines International Co., Ltd. ("JAL")

For Shipments from Canada to the rest of the world, JAL will provide customer names and addresses for JAL's current freight forwarder customers who do not participate in CASS. For Shipments from Brazil or Mexico to Canada, JAL will provide customer names and addresses for JAL's freight forwarder customers, based on the recollection of relevant JAL employees. For Shipments from Japan to Canada, JAL will provide customer names and addresses of JAL's freight forwarder customers for the period April 1, 2005 to September 11, 2006, in electronic form. For shipments from non-Japan Asia and Oceania to Canada, JAL will provide customer names and addresses of JAL's freight forwarder customers, based on the recollection of relevant JAL employees. Plaintiffs agree that JAL need not undertake the manual examination of any waybills or other similar records in order to provide the requested information.

8. Scandinavian Airlines System ("SAS")

SAS will produce the contact information for its customers who shipped to or from Canada from January 1, 2000 to September 11, 2006 for which SAS maintains electronic records in its centralized database in Denmark. Plaintiffs agree that SAS need not produce any additional contact information not in its centralized database.

9. Korean Air Lines Co., Ltd. ("Korean Air")

Korean Air will produce a list of the names and addresses of its customers who shipped to, from or within Canada during the period January 1, 2000 and September 11, 2006.

10. Cargolux Airline International ("Cargolux")

Cargolux will produce in electronic form, a list of its customers, including addresses, who shipped airfreight cargo to or from Canada via air, for the period January 1, 2003 through September 11, 2006.

11. Lan Airlines S.A and Lan Cargo S.A. ("LAN")

LAN will produce in electronic form, a list of all its customers, including addresses, who shipped to, from or within Canada from January 1, 2000 through September 11, 2006.

12. Atlas Air Worldwide Holdings Inc., and Polar Air Cargo Inc. ("Polar Air")

Polar Air will produce, in electronic form, a list of all its customers, including addresses, who shipped to, from or within Canada for the period January 1, 2005 to September 11, 2006. Polar Air will also search its centralized database system and produce in electronic form, a list of customers, including address, who shipped to, from or within Canada for the period from mid-2004 through December 31, 2004.

13. Singapore Airlines Ltd. ("SIA") and Singapore Airlines Cargo PTE Ltd. ("SIAC")

SIAC will produce in electronic form a list of its customers who shipped to and from Canada, including addresses, compiled from all relevant SIAC stations for the period April 1, 2003 through September 11, 2006, and from individual SIAC stations, to the extent possible, for the period August 1, 2001 through April 1, 2003. Plaintiffs agree that SIAC need not undertake the manual examination of any waybills or other similar records in order to provide the requested information.

**SCHEDULE "B"**

ONTARIO  
SUPERIOR COURT OF JUSTICE

The Honourable Madam  
Justice Leitch

) Thursday, the 6<sup>th</sup> day  
)  
) of March, 2008



NUTECH BRANDS INC.

Plaintiff

- and -

AIR CANADA, AC CARGO LIMITED PARTNERSHIP, SOCIETE AIR FRANCE,  
KONINKLIJKE LUCHTVAART MAATSCHAPPIJ N.V. dba KLM, ROYAL DUTCH  
AIRLINES, ASIANA AIRLINES INC., BRITISH AIRWAYS PLC, CATHAY PACIFIC  
AIRWAYS LTD., DEUTSCHE LUFTHANSA AG, LUFTHANSA CARGO AG, JAPAN  
AIRLINES INTERNATIONAL CO., LTD., SCANDINAVIAN AIRLINES SYSTEM,  
KOREAN AIR LINES CO., LTD., CARGOLUX AIRLINE INTERNATIONAL, LAN  
AIRLINES S.A, LAN CARGO S.A., ATLAS AIR WORLDWIDE HOLDINGS INC., POLAR  
AIR CARGO INC., SINGAPORE AIRLINES LTD., SINGAPORE AIRLINES CARGO PTE  
LTD., and SWISS INTERNATIONAL AIR LINES LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff for an Order that the Ontario Action be certified as a class proceeding for settlement purposes only as against the Defendants Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd. (collectively "Lufthansa") and for an Order approving the Summary Notice and Notice of Proposed Settlement to class members and approving the method of dissemination of the said notices, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed and on hearing the submissions of Counsel for the Plaintiff, Counsel for Lufthansa and Counsel for the Non-Settling Defendants:

1. THIS COURT ORDERS AND DECLARES that for the purposes of this Order, the definitions set out in the Settlement Agreement apply and are incorporated into this Order except for the definition of Non-Settling Defendants which shall be as set out in this paragraph:

(a) "Non-Settling Defendants" means Air Canada, AC Cargo Limited Partnership, Societe Air France, Koninklijke Luchvaart Maatschappij N.V. dba KLM, Royal Dutch Airlines, Asiana Airlines Inc., British Airways PLC, Cathay Pacific Airways Ltd., Japan Airlines International Co., Ltd., Scandinavian Airlines System, Korean Air Lines Co., Ltd., Cargolux Airline International, LAN Airlines S.A., LAN Cargo S.A., Atlas Air Worldwide Holdings Inc., Polar Air Cargo Inc., Singapore Airlines Ltd., and Singapore Airlines Cargo PTE Ltd.

2. THIS COURT ORDERS that the Ontario Action is certified as a class proceeding, for settlement purposes only, as against Lufthansa.

3. THIS COURT ORDERS that the Ontario Settlement Class is defined as:

All Persons, other than members of the Québec Settlement Class or the BC Settlement Class, who purchased Airfreight Shipping Services\* during the period January 1, 2000 to September 11, 2006, including those Persons who purchased Airfreight Shipping Services through freight forwarders, from any air cargo carrier, including without limitation, the Defendants, and specifically including Lufthansa. Excluded from the Ontario Settlement Class are the Defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors.

\*Airfreight Shipping Services are defined as airfreight cargo shipping services for shipments within, to, or from Canada but specifically excluding airfreight cargo shipping services for shipments to or from the United States.

4. THIS COURT ORDERS this Order, including, without limiting the generality of the foregoing, the certification of this action against Lufthansa and the definitions of Settlement Class, Purchase Period and Common Issue, is without prejudice to any position a Non-Settling Defendant may take in this or any subsequent proceeding on any issue, including the issue of whether this action should be certified ~~for settlement~~ as a class proceeding. No person may rely, cite or refer to all or any part of this Order or any reasons given by the Court in support of the Order as ~~substantive~~ authority against any of the Non-Settling Defendants in this or any other proceeding. For greater certainty, this Order, the Court's reasons in support of the Order and the certification of this action for settlement purposes is not binding on and shall have no effect on this Court's ruling in this or any other proceedings as against the Non-Settling Defendants.

5. THIS COURT ORDERS that Nutech Brands Inc. is appointed as the representative plaintiff for the Ontario Settlement Class.

6. THIS COURT ORDERS that the following issue is common to the Ontario Settlement Class:

Did Lufthansa agree to fix, raise, maintain or stabilize the price of airfreight cargo shipping services, including surcharges, during the period January 1, 2000 to September 11, 2006? If so, what damages did the Ontario Settlement Class Members suffer?

7. THIS COURT ORDERS that members of the Ontario Settlement Class who wish to opt-out of the Ontario Action must do so by sending an opt-out request to The Garden City Group, at the address to be provided, postmarked, on or before the date which is 30 days in advance of the date of the U.S. fairness hearing, which date will be inserted into the Summary Notice and the long form Notice of Proposed Settlement prior to publication.

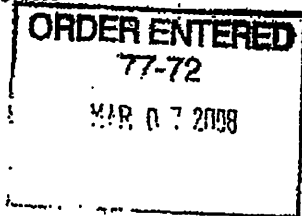
8. THIS COURT ORDERS that all opt-out requests include the following information:
- (a) Name, address, phone number and email address of the person(s) seeking to opt out of the Actions;
  - (b) All trade names or business names and addresses the person(s) seeking to opt out has/have used, as well as any parents, subsidiaries or affiliates that have purchased Air freight Shipping Services at any time during the relevant period and are also requesting to be excluded from the Actions and the Settlement Classes;
  - (c) The name of the Action (*Canadian Air Cargo Shipping Services Class Action*);
  - (d) To the extent such information may be available, the value of all Air Freight Shipping Services the person(s) seeking to opt out has/have purchased between January 1, 2000 and September 11, 2006; and
  - (e) A signed statement that "I/we hereby request that I/we be excluded from the Actions and the Settlement Classes in the *Canadian Air Cargo Shipping Services Class Actions*."
9. THIS COURT ORDERS that any person who validly opts out of the Ontario Action shall be excluded from the Ontario Settlement Class and the continuing Ontario Action against the Non-Settling Defendants, including any future settlements or judgments, shall have no rights with respect to the Settlement Agreement entered into with the Lufthansa and shall receive no payments as provided in the Settlement Agreement entered into with Lufthansa.



10. THIS COURT ORDERS that any person who does not validly opt out in the manner and time prescribed above, shall be deemed to have elected to participate in the Settlement Agreement entered into with Lufthansa and in the remainder of the Ontario Action.
11. THIS COURT ORDERS that the Summary Notice and the long form Notice of Proposed Settlement are approved substantially in the form attached hereto as Schedule "A" and "B".
12. THIS COURT ORDERS that notice be given to the class at least thirty days in advance of the settlement approval hearing as follows:
  - (a) The long form Notice of Proposed Settlement, in substantially the form attached hereto as Schedule "B", be sent by first class mail to each potential class member whose address has been obtained from any Defendant, including Lufthansa, and to any potential class member who requests a copy of the notice;
  - (b) The Summary Notice, in substantially the form attached hereto as Schedule "A", be published in accordance with the plan described in the Affidavit of Jeanne Finnegan, attached hereto as Schedule "C"; and
  - (c) The long form Notice of Proposed Settlement be posted at [www.aircargosettlement.com](http://www.aircargosettlement.com).

13. **THIS COURT ORDERS** that The Garden City Group be appointed to disseminate the Summary Notice and the Notice of Proposed Settlement in accordance with the terms of this Order, and to receive opt-out requests from Settlement Class Members.

Date: MAR 06 2008



The Honourable Madam Justice Leitch

**SCHEDULE "A"**

Legal Notice

If you purchased Air Cargo Shipping Services within, to or from either the United States or Canada from January 1, 2000 to September 11, 2006, your rights could be affected by a Settlement

What are the Settlements about?

Plaintiffs claim that Deutsche Lufthansa AG, Lufthansa Cargo AG and Swiss International Air Lines Ltd., along with numerous other air cargo carriers, conspired to fix the prices of air cargo shipping services in violation of U.S. antitrust laws and Canadian competition law. The Settlements provide an \$85 million U.S. Fund to pay valid class member claims, and \$5,338 million USD Canadian Fund that Canadian Class Counsel will request to have held in trust for future benefit of the Canadian classes.

Who is a Class Member?

You are a class member if you purchased air cargo shipping services, from ANY cargo carrier, for shipments within, to or from either the United States or Canada. This also includes services purchased through freight forwarders. All you need to know is in the Notice of Proposed Settlement, including information on who is or is not a class member.

How do I get Payment in the U.S. Settlement?

You must file a Claim Form. To obtain a Claim Form, and for information on deadlines, call the number below or visit [www.aircargosettlement.com](http://www.aircargosettlement.com).

What are my rights?

If you do NOT want to take part in the U.S. Settlement or the Canadian Settlement, you have the right to "opt out." To "opt out" of the U.S. or Canadian Settlements, you

must do so by [Insert Date], 200\_. Class members have the right to object to the U.S. or Canadian Settlements. If you object, you must do so by [Insert Date], 200\_. You may speak to your own attorney at your own expense for help. For more information on how to "opt out" or object, visit [www.aircargosettlement.com](http://www.aircargosettlement.com) or call the number below.

Final Approval Hearings to consider approval of the U.S. and Canadian Settlements and requests by the lawyers for attorneys' fees and costs will be held at the United States District Court for the Eastern District of New York on July 30, 2008; the Ontario Superior Court of Justice on [Insert Date], 200\_; the Quebec Superior Court on [Insert Date], 200\_; and at the Supreme Court of British Columbia on [Insert Date], 200\_. For more information on the locations and times of the Hearings, visit [www.aircargosettlement.com](http://www.aircargosettlement.com), or call the number below.

This is a Summary, where can I get more information?

You can get complete Settlement information, including a copy of the full Notice of Proposed Settlement and U.S. Claim Form, and register to receive updates about the administration of the Canadian Settlement, by visiting [www.aircargosettlement.com](http://www.aircargosettlement.com), calling the number below, or writing to Air Cargo Settlement, c/o The Garden City Group, Inc., P.O. Box 9162, Dublin, OH 43017-4162, USA.

800-800-0000

[www.AirCargoSettlement.com](http://www.AirCargoSettlement.com)

MECHANICAL SPECIFICATIONS

File Name: LFT Short Form  
Publication: TBD  
Issue Date: TBD  
Order #: TBD  
Size: 5.76" x 5.25"  
Comments:

Body Font: Times, 8pt  
Headline Font: Arial, 12pt  
Create Date/Time: 7/3/07  
Last Edit Date: 12/4/07  
Last Edit Time: 11:00 AM PST  
Operator: ND

**SCHEDULE "B"**

NUTECH BRANDS INC. v. AIR CANADA CARGO et al	Ontario Superior Court of Justice Court File No. 50389CP
KAREN McKay v. ACE AVIATION HOLDING INC. et al	Supreme Court of British Columbia Vancouver Registry No. S-067490
CARTISE SPORTS INC. v. DEUTSCHE LUFTHANSA AG et al	Québec Superior Court 600-06-000344-065

**NOTICE OF PROPOSED SETTLEMENT  
OF CANADIAN CLASS ACTIONS WITH DEFENDANTS  
DEUTSCHE LUFTHANSA AG, LUFTHANSA CARGO AG, AND  
SWISS INTERNATIONAL AIR LINES LTD.**

**THIS NOTICE MAY AFFECT YOUR RIGHTS  
PLEASE READ CAREFULLY**

**TO:** All persons and entities that purchased air cargo shipping services from any air cargo carrier for shipments within, to, or from Canada (except shipments between Canada and the United States) during the period from January 1, 2000 to September 11, 2006, including those persons and entities that purchased air cargo shipping services through freight forwarders.

This notice has been directed to you because your legal rights may be affected by the settlement of certain class action lawsuits pending in Canada against Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd. (throughout this notice, these three companies will be referred to as "Lufthansa"). These lawsuits were filed by certain plaintiffs on behalf of you and other class members who purchased air cargo shipping services from Lufthansa for shipments within, to, or from Canada (except shipments between Canada and the United States). The lawsuits allege that Lufthansa, along with numerous other air cargo carriers, conspired to fix the prices of air cargo shipping services in violation of Canadian competition law. Lufthansa has entered into a Settlement Agreement with the Canadian plaintiffs, which includes, among other things, the payment of USD \$5,338,000 by Lufthansa to the Canadian classes, and the provision by Lufthansa of information that will assist the classes in pursuing their claims against other air cargo carriers involved in the alleged price fixing conspiracy.

A similar class action lawsuit is pending in the United States. A Settlement Agreement has been reached in the United States between the U.S. plaintiffs and Lufthansa. If you purchased Air Cargo Shipping Services for shipments between the United States and Canada you are included as a class member in the U.S. Settlement Agreement and you must refer to the U.S. Notice of Proposed Class Action Settlement to review how your rights are affected. The U.S. Settlement Agreement and the U.S. Notice of Proposed Class Action Settlement are available at [www.aircargosettlement.com](http://www.aircargosettlement.com).

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE) 1(800) 749-3518;  
INTERNATIONAL (TOLL): 1(XXX) XXX-XXXX; OR VISIT [www.aircargosettlement.com](http://www.aircargosettlement.com)  
*A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice,  
and the list is also available by visiting the website.*

I. **What is a Class Action Lawsuit?**

Class actions are lawsuits in which the claims and rights of many people are decided in a single court proceeding brought by representative plaintiffs. This avoids the necessity for hundreds or even thousands of people to file similar individual lawsuits, enables the court to resolve these claims in a more efficient and economical way, and seeks to assure that people with similar claims are treated similarly. In a class action, the court has a responsibility to ensure that prosecution and resolution of the class claims by the representative plaintiffs and the lawyers representing the class (here, because Settlements have been reached, "Settlement Class Counsel") are fair. Settlement Class Members are NOT individually responsible for the costs or fees of Settlement Class Counsel, which are subject to court award. In this case, all such costs and fees will be paid from the Settlement Fund.

II. **Overview of the Canadian Class Action Lawsuits**

Class action lawsuits are currently pending against Lufthansa in three separate Canadian courts: the Supreme Court of British Columbia, the Ontario Superior Court of Justice, and the Québec Superior Court (collectively the "Canadian Class Actions"). Plaintiffs allege that Lufthansa and other Defendants participated in a conspiracy to fix, raise, maintain, or stabilize prices of air cargo shipping services, through a number of mechanisms, including, inter alia, levying inflated surcharges, jointly agreeing to eliminate or prevent discounting on prices charged for air cargo shipping, and agreeing on yields and customer allocations. Plaintiffs allege that, as a result, they and Canadian Settlement Class Members paid substantially more for air cargo shipping services than they would have paid in the absence of this alleged conduct.

The Canadian Class Actions deal in large part with surcharges charged by Defendants. Surcharges are fees, in addition to normal air cargo shipping rates, that air cargo carriers charge to customers, purportedly to compensate the air cargo carriers for certain external costs, including, for example, increased costs for fuel and increased costs related to security measures taken after the September 2001 attacks in the United States. Plaintiffs allege that Defendants participated in a conspiracy to set the prices of these surcharges, as well as the yields collected by Defendants.

Lawyers for Lufthansa and Canadian Settlement Class Counsel each conducted an extensive investigation and economic analysis with respect to the damages allegedly suffered by the Settlement Classes due to the Defendants' alleged conduct. As a result, Plaintiffs obtained significant knowledge regarding the claims and defenses in this case before executing the Canadian Settlement Agreement.

III. **SUMMARY OF THE PROPOSED CANADIAN SETTLEMENT AGREEMENT**

The following description of the proposed Canadian Settlement Agreement is only a summary. The Canadian Settlement Agreement can be viewed at a website created for this Settlement ([www.aircargosettlement.com](http://www.aircargosettlement.com)).

A. **The Settlement Agreement Approval Process**

All three Canadian Courts must approve the Canadian Settlement Agreement before it enters into effect. Each Court will hold a public hearing in which arguments will be made as to why the Canadian Settlement Agreement should be approved. Implementation of the Canadian Settlement Agreement is dependent upon approval of the U.S. Settlement Agreement in the

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INTERNATIONAL (TOLL): 1(CXX) XXX-XXXX; OR VISIT [www.aircargosettlement.com](http://www.aircargosettlement.com)  
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U.S. Court. In the event that the U.S. Settlement Agreement is not approved by the U.S. Court, the Canadian Plaintiffs and Lufthansa each may choose to terminate the Canadian Settlement Agreement.

**B. Overview of the Canadian Settlement Agreement**

**1. Settlement Class Membership and Representation**

The Canadian Settlement Agreement creates three Settlement Classes. Each Settlement Class falls under the jurisdiction of one Court. Thus, legal and natural persons resident in British Columbia fall within the British Columbia Settlement Class and the jurisdiction of the Supreme Court of British Columbia; legal and natural persons resident in Québec (including corporations with 50 or less employees) comprise the Québec Settlement Class and fall under the jurisdiction of the Québec Superior Court; and legal and natural persons excluding members of the British Columbia Settlement Class or the Québec Settlement Class fall within the Ontario Settlement Class and under the jurisdiction of the Ontario Superior Court of Justice.

Collectively, the British Columbia Settlement Class, the Quebec Settlement Class, and the Ontario Settlement Class include:

All persons who purchased Airfreight Shipping Services to, from, or within Canada during the period from January 1, 2000 to September 11, 2006, including those Persons who purchased Airfreight Shipping Services through freight forwarders, from any air cargo carrier, including without limitation, the Defendants, and specifically including Lufthansa. Excluded from the Settlement Class(es) are the Defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors.

In order to be a member of one or more of the Settlement Classes you must have made at least one purchase of air cargo shipping services during the period from January 1, 2000 through September 11, 2006:

**PURCHASES OF AIR CARGO SHIPPING SERVICES FOR SHIPMENTS BETWEEN THE UNITED STATES AND CANADA DURING THE SETTLEMENT CLASS PERIOD FALL UNDER THE U.S. SETTLEMENT AGREEMENT AND NOT THE CANADIAN SETTLEMENT AGREEMENT. IF YOU PURCHASED AIR CARGO SHIPPING SERVICES FOR SHIPMENTS BETWEEN THE UNITED STATES AND CANADA YOU ARE A CLASS MEMBER IN THE U.S. CLASS ACTION AND YOU MUST REFER TO THE U.S. NOTICE OF PROPOSED SETTLEMENT TO REVIEW HOW YOUR RIGHTS ARE AFFECTED.**

The following law firms are Counsel for the Canadian Settlement Classes ("Canadian Settlement Class Counsel"): Siskinds<sup>LLP</sup>, Sufts, Strosberg<sup>LLP</sup>, Harrison Pensa<sup>LLP</sup>, Camp Florante Matthews, and Liebman & Assolés.

**2. Benefits to the Settlement Classes from the Canadian Settlement Agreement**

**The Canadian Settlement Fund:** Subject to the terms of the Canadian Settlement Agreement, Lufthansa has agreed to pay USD \$5,338,000 into the Settlement Fund for the benefit of the Canadian Settlement Classes.

**Cooperation:** Under the terms of the Canadian Settlement Agreement, Lufthansa authorizes

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Canadian Settlement Class Counsel, and/or their experts to participate in any proceedings, depositions, attorney meetings, or interviews in which U.S. Settlement Class Counsel participate under the terms of the U.S. Settlement Agreement and that Canadian Settlement Class Counsel reasonably believes relate to air cargo shipping services within, to, or from Canada during the relevant time period. The Canadian Settlement Classes are also entitled to any and all cooperation materials that have been or will be provided by Lufthansa to U.S. Settlement Class Counsel. In addition, Lufthansa will provide, at its own expense, current or former directors, officers and employees for interviews, declarations and/or affidavits, depositions, and testimony at trial, under the specific terms set out in the Canadian Settlement Agreement. Lufthansa will make reasonable efforts to have former directors, officers, and employees appear for interviews, depositions, and trial testimony and provide declarations and/or affidavits.

As outlined above, Lufthansa has agreed to provide extensive cooperation and support for the Settlement Class' continuing litigation against the Defendants who are named as parties in the lawsuits.

Lufthansa does not admit through the execution of the Canadian Settlement Agreement any allegation of unlawful conduct. If a Settlement were not reached in these cases, Lufthansa would assert a number of defenses to Plaintiffs' claims.

### C. The Release

IF YOU DO NOT EXCLUDE YOURSELF FROM THE CANADIAN CLASS ACTIONS, WHEN THE SETTLEMENT AGREEMENT BECOMES FINAL, YOU WILL BE RELEASING LUFTHANSA FOR ALL CLAIMS ASSOCIATED WITH THIS CASE AND YOU WILL BE BOUND BY THE RELEASE AND/OR COVENANT NOT TO SUE, WHICH IS CONTAINED IN THE CANADIAN SETTLEMENT AGREEMENT. QUÉBEC SETTLEMENT CLASS MEMBERS WHO HAVE COMMENCED PROCEEDINGS OR COMMENCE PROCEEDINGS AND FAIL TO DISCONTINUE SUCH PROCEEDINGS BY THE DEADLINE FOR EXCLUSION FROM THE QUÉBEC CLASS SHALL BE DEEMED TO HAVE OPTED OUT.

The Release contained in the Canadian Settlement Agreement is set forth below:

Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, including Lufthansa's commitment to provide continuing compliance with the cooperation provisions of this Settlement Agreement set forth in [this Agreement], the Releasing Parties shall be deemed to, and do hereby, release and forever discharge the Released Parties of and from any and all Claims arising from or in any way related to the Released Claims.

"Released Parties" means, jointly and severally, individually and collectively, Lufthansa, and all of its respective present and former, direct and indirect, predecessors, successors, parents, subsidiaries, divisions, departments, affiliates, heirs, executors, administrators, and any and all past, present, and future officers, directors, stockholders, partners, agents, attorneys, servants, employees, and assignees. Notwithstanding the foregoing, "Released Parties" does not include any other Defendant who was formerly or is currently, named in the Actions or who may be named in the Actions in the future.

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INTERNATIONAL (TOLL): 1(XXX) XXX-XXXX; OR VISIT [www.aircargosettlement.com](http://www.aircargosettlement.com)  
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and the list is also available by visiting the website.*

"Releasing Parties" means, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any person or entity claiming by or through them as an heir, administrator, devisee, predecessor, successor, parent, subsidiary, representative of any kind, shareholder, partner, director, owner of any kind, affiliate, assignee, agent, employee, contractor, attorney, or insurer, who do not validly and timely opt out of the Actions in the manner and time prescribed below, and Class Counsel, on behalf of themselves and any person or entity claiming by or through them as an heir, administrator, devisee, predecessor, successor, parent, subsidiary, representative of any kind, shareholder, partner, director, owner of any kind, affiliate, assignee, agent, employee, contractor, attorney, or insurer.

"Released Claims" means any Claims arising from, or in any way related to, the pricing of or compensation related to Airfreight Shipping Services (specifically including, without limitation those Claims in any way related to cargo rates, fuel surcharges, security surcharges, customs surcharges, war risk surcharges, navigation surcharges, commissions, incentives, rebates, credits, and yields), whether based on federal or provincial law, statutory or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, including known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated Claims (specifically including, without limitation those Claims in any way related to cargo rates, fuel surcharges, security surcharges, customs surcharges, war risk surcharges, navigation surcharges, commissions, incentives, rebates, credits, and yields), that have been, could have been, or in the future may be asserted by any of the Releasing Parties in any action or proceeding in any court or forum, in any country or other jurisdiction worldwide regardless of legal theory, and regardless of the type or amount of relief or damages claimed. Nothing herein shall be construed to include within "Released Claims" any Claims solely relating to conduct occurring after the Execution Date of this Settlement Agreement.

Notwithstanding the Release contained in the Canadian Settlement Agreement, for Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Canadian Settlement Agreement provides that those Settlement Class Members do not release Lufthansa but instead covenant and undertake not to sue, make any Claim in any way or to threaten, commence, or continue any Claim in any jurisdiction against Lufthansa, for claims associated with this case.

The Canadian Settlement Agreement does not settle or compromise any claims other than these Released Claims against the Lufthansa Released Parties. All rights of any Settlement Class Member against former, current, or future Defendants or co-conspirators or any other person or entity other than the Released Parties are specifically reserved by Plaintiffs and the Canadian Settlement Class Members.

**D. Canadian Settlement Class Counsel Fees and Costs**

The fees, disbursements, and taxes of Canadian Settlement Class Counsel will be fixed

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by the Courts and will be paid out of the Canadian Settlement Fund. The amounts sought for Canadian Settlement Class Counsel fees will not exceed 25% of the Canadian Settlement Fund; plus disbursements and taxes incurred to the date settlement approval is granted by the Courts. Additionally, Canadian Settlement Class Counsel reserve the right to bring motions to the Courts for payment out of the Canadian Settlement Fund for any future adverse cost awards to a maximum of CDN \$500,000 and future disbursements to a maximum of CDN \$500,000.

#### IV. HOW TO REGISTER TO RECEIVE FURTHER INFORMATION AND SETTLEMENT BENEFITS

Canadian Settlement Class Counsel are proposing to hold the Canadian Settlement Fund in trust for the future benefit of Canadian Settlement Class Members. If you received this notice by mail, you need not take any steps to ensure that further information will be mailed to you. If, however, you did not receive this notice by mail, you must register with the Claims Administrator to ensure that further information will be sent to you by mail, including notice regarding any future distribution of the Canadian Settlement Fund.

You may register online at [www.aircargosettlement.com](http://www.aircargosettlement.com), by completing the Online Registration Form, or by downloading and mailing your completed Registration Form to the Air Cargo Settlement, c/o The Garden City Group, Inc. P.O. Box 9162, Dublin OH, 43017-4162, USA. To register you may also call the Air Cargo Settlement: U.S. or Canada (Toll-Free) at 1 (800) 749-3518; or International at 1 (XXX) XXX-XXXX. A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed in the mailing of this Notice, and the list is also available online. You may also write to the Air Cargo Settlement Claims Administrator at the address listed here to request a Registration Form.

#### V. HOW TO EXCLUDE YOURSELF FROM A CLASS

You will be bound by the terms of the Canadian Settlement Agreement, if approved, unless you "opt out." If you choose to remain in the Canadian Settlement Classes and do not opt out, you will not be able to bring or maintain any other claim or legal proceeding alleging acts in violation of the Competition Act, such as price-fixing, or other claims relating to the alleged conduct in the market for air cargo shipping. No further right to opt out of the Canadian Class Actions will be provided in the future. If you opt out of the Canadian Class Actions, you will not be able to participate in the Canadian Settlement Agreement or in any further settlement or judgment achieved against the other non-settling Defendants.

Ontario and/or British Columbia Settlement Classes: If you wish to exclude yourself from one of these Classes, you must do so by sending a written request for exclusion, by certified mail, return receipt requested, postage prepaid, postmarked on or before \_\_\_\_\_ [same as US], to the following address [to be designated by the Courts at the notice approval hearing]:

\_\_\_\_\_  
\_\_\_\_\_  
Québec Settlement Class: If you wish to exclude yourself from the Québec Settlement Class, you must do so by sending a written request for exclusion, by certified mail, return receipt requested, postage prepaid, postmarked on or before \_\_\_\_\_ [same as US], to the following address:

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE) 1(800) 749-3518;  
INTERNATIONAL (TOLL): 1(XXX) XXX-XXXX; OR VISIT [www.aircargosettlement.com](http://www.aircargosettlement.com)  
*A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.*

Clerk of the Court  
[address of Québec court]

**[DELETE SPACE] Required Information:** All requests for exclusion from the Canadian Class Actions must clearly state:

- your name, address, and phone number
- all trade names or business names and addresses you or your business has used, as well as any parents, subsidiaries or affiliates that have purchased air cargo shipping services at any time during the relevant period and are also requesting to be excluded from the Settlement Class
- the name of the case (*Canadian Air Cargo Shipping Services Class Actions*)
- the Class(es) from which you wish to be excluded
- the value of all air cargo shipping services you have purchased between January 1, 2000 and September 11, 2006
- a signed statement that "I/we hereby request that I/we be excluded from the proposed Settlement Class in the *Canadian Air Cargo Shipping Services Class Action*."

IN ORDER TO BE EXCLUDED FROM THE CANADIAN CLASS ACTIONS, YOU MUST TIMELY REQUEST EXCLUSION IN THE MANNER SET FORTH ABOVE EVEN IF YOU HAVE FILED OR INTEND TO FILE YOUR OWN LAWSUIT AGAINST ANY OF THE DEFENDANTS BASED ON CLAIMS THAT ARISE OUT OF THE CONDUCT AT ISSUE IN THIS LITIGATION. QUÉBEC SETTLEMENT CLASS MEMBERS WHO HAVE COMMENCED PROCEEDINGS OR COMMENCE PROCEEDINGS AND FAIL TO DISCONTINUE SUCH PROCEEDINGS BY THE DEADLINE FOR EXCLUSION FROM THE QUÉBEC CLASS SHALL BE DEEMED TO HAVE OPTED OUT.

#### VI. THE SETTLEMENT APPROVAL HEARINGS

You are not required to attend a settlement approval hearing.

In Canada, each Court must approve the Canadian Settlement Agreement for the Agreement to enter into effect. A motion to approve the Canadian Settlement Agreement will be heard by the Ontario Superior Court of Justice in the City of London on \_\_\_\_\_ at \_\_\_\_\_, the Superior Court of Québec in the City of Montreal on \_\_\_\_\_ at \_\_\_\_\_, and the Supreme Court of British Columbia in the City of [ ] on \_\_\_\_\_ at \_\_\_\_\_. Settlement Class Members are entitled to appear and make submissions at the hearings with respect to the Canadian Settlement Agreement. If you wish to comment on or make an objection to the settlement, a written submission must be delivered by \_\_\_\_\_ to each of the lawyers identified below:

<p>Objections from Settlement Class Members, other than Québec Settlement Class Members, should be sent to Canadian Settlement Class Co-Counsel:</p> <p>Charles M. Wright Siskinds LLP 680 Waterloo Street London, ON N6A 3V8 1-800-461-6166</p>	<p>Robert E. Kwinter Blake, Cassels &amp; Graydon LLP 189 Bay Street Suite 2800, Commerce Court West Toronto, ON M5L 1A9 (416) 863-2400</p> <p>Canadian Counsel for Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd.</p>
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QUESTIONS? CALL U.S. & CANADA (TOLL-FREE) 1(800) 749-3518;  
INTERNATIONAL (TOLL): 1(XXX) XXX-XXXX; OR VISIT [www.aircargosettlement.com](http://www.aircargosettlement.com)  
A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice, and the list is also available by visiting the website.

Objections from Québec Settlement Class  
Members should be sent to Québec Settlement  
Class Counsel:

Irwin Liebman  
Liebman Associés  
1 Westmount Square #1500  
Montreal, Québec H3Z 2P8  
(514) 848-0666

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE) 1(800) 749-3518;  
INTERNATIONAL (TOLL): 1(CXXX) XXX-XXXX; OR VISIT [www.aircargosettlement.com](http://www.aircargosettlement.com)  
*A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice,  
and the list is also available by visiting the website.*

All submissions will be forwarded to the appropriate Court, and all filed written submissions will be considered by the appropriate Court. If you do not file a written submission by \_\_\_\_\_ you will not be entitled to participate, through oral submissions or otherwise, in the settlement approval hearings.

The time and date of any of the hearings may be continued or rescheduled without further notice.

#### VII. AIR CARGO SETTLEMENT CLAIMS ADMINISTRATOR

More information about the Settlement is available on the official settlement website at [www.aircargosettlement.com](http://www.aircargosettlement.com). The website lists an email address you may use to contact the Air Cargo Settlement Claims Administrator. You may also contact the Air Cargo Settlement Claims Administrator by telephone: U.S. or Canada (Toll-Free) at 1 (800) 749-3518; or International at 1 (XXX) XXX-XXXX. Toll charges apply if you call the U.S. and Canada toll free number from a location outside those countries. A complete list of toll-free and toll telephone numbers by country is enclosed in the mailing of this Notice, and the list is also available online at [www.aircargosettlement.com](http://www.aircargosettlement.com). You may also write to the Air Cargo Settlement Claims Administrator at the following address: Air Cargo Settlement  
c/o The Garden City Group, Inc. PO Box 9162 Dublin, OH 43017-4162 USA

This Notice is available in many additional languages. If you need these materials in a language other than English, please visit the website, call the information phone line, write the Air Cargo Settlement Claims Administrator at the address above or send an email to [administrator@aircargosettlement.com](mailto:administrator@aircargosettlement.com).

#### VIII. ADDITIONAL INFORMATION

Any corrections or changes of name or address for Canadian Settlement Class Members should not be directed to the Court. If your name and/or address has changed since you received this Notice, you should notify the Air Cargo Settlement Claims Administrator of the change. You may do so online at [www.aircargosettlement.com](http://www.aircargosettlement.com) or by writing to the Air Cargo Settlement, c/o The Garden City Group, Inc., P.O. Box 9162 Dublin, OH 43017-4162 USA. You may also call the Air Cargo Settlement Claims Administrator at the telephone numbers discussed above in Section VII.

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE) 1(800) 749-3518;  
INTERNATIONAL (TOLL): 1(XXX) XXX-XXXX; OR VISIT [www.aircargosettlement.com](http://www.aircargosettlement.com)  
*A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice,  
and the list is also available by visiting the website.*

Any questions that you have concerning the matters contained in this notice with respect to the Settlement Classes may be directed in writing to Canadian Settlement Class Counsel, as follows:

<p>Settlement Class Members, other than Québec Settlement Class Members, should contact:</p> <p>Charles M. Wright Siskinds LLP 680 Waterloo Street London, ON N6A 3V8 1-800-461-6166</p>	<p>Québec Settlement Class Members should contact:</p> <p>Irwin Liebman Liebman Associés 1 Westmount Square #1500 Montreal, Québec H3Z 2P9 (514) 846-0666</p>
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This notice contains only a summary of the Canadian Settlement Agreement. Canadian Settlement Class Members are encouraged to review the entire Settlement Agreement, a copy of which can be obtained free of charge at [www.aircargosettlement.com](http://www.aircargosettlement.com). A copy can also be mailed to you at a cost of \_\_\_\_, from \_\_\_\_\_.

Do not contact the Courts.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE SUPREME COURT OF BRITISH COLUMBIA, AND THE QUEBEC SUPERIOR COURT

Q:

QUESTIONS? CALL U.S. & CANADA (TOLL-FREE) 1(800) 749-3518;  
INTERNATIONAL (TOLL): 1(XXX) XXX-XXXX; OR VISIT [www.aircargosettlement.com](http://www.aircargosettlement.com)  
*A complete list of Air Cargo Settlement toll-free and toll telephone numbers by country is enclosed with this Notice,  
and the list is also available by visiting the website.*

**SCHEDULE "C"**



ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

NUTECH BRANDS INC.

Plaintiff

- and -

AIR CANADA, AC CARGO LIMITED PARTNERSHIP, SOCIETE AIR FRANCE,  
KONINKLIJKE LUCHTVAART MAATSCHAPPIJ N.V. dba KLM, ROYAL DUTCH  
AIRLINES, ASIANA AIRLINES INC., BRITISH AIRWAYS PLC, CATHAY PACIFIC  
AIRWAYS LTD., DEUTSCHE LUFTHANSA AG, LUFTHANSA CARGO AG, JAPAN  
AIRLINES INTERNATIONAL CO., LTD., SCANDINAVIAN AIRLINES SYSTEM,  
KOREAN AIR LINES CO., LTD., CARGOLUX AIRLINE INTERNATIONAL, LAN  
AIRLINES S.A, LAN CARGO S.A., ATLAS AIR WORLDWIDE HOLDINGS INC., POLAR  
AIR CARGO INC., SINGAPORE AIRLINES LTD., SINGAPORE AIRLINES CARGO PTE  
LTD., and SWISS INTERNATIONAL AIR LINES LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF JEANNE C. FINEGAN, APR

I, Jeanne C. Finegan, of the City of Tigard, in the state of Oregon, in the United States of  
America, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice President of The Garden City Group, Inc. ("GCG"), with oversight responsibility for GCG Communications, a division of GCG. This affidavit is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising, media and communications.
2. GCG has been retained to develop and implement a legal notice program in the United States, Canada, and other countries worldwide ("Notice Program"). The proposed Notice Program is designed to provide notice of the proposed class action settlement between air cargo Plaintiffs in the above-captioned action and Defendants Deutsche Lufthansa AG,

Lufthansa Cargo AG, and Swiss International Air Lines Ltd. (the "U.S. Settlement"). The Notice Program is also designed to simultaneously provide notice regarding the proposed class action settlement of three similar proceedings in Canadian courts<sup>1</sup> pursuant to the Canadian Air Cargo Shipping Services Class Action Multi-Jurisdictional Settlement Agreement Between Nutech Brands Inc., Cartise Sports Inc. and Karen McKay, and Deutsche Lufthansa AG, Lufthansa Cargo AG and Swiss International Air Lines Ltd., executed December 30, 2006 (the "Canadian Settlement"). This Affidavit describes and details the proposed Notice Program. In addition, this affidavit will address why this worldwide, comprehensive proposed Notice Program is the best notice practicable under the circumstances of this case, and is reasonably calculated to reach the target audience, that is the affected class members, and is consistent with other similar court-approved notice programs.

3. GCG's headquarters are located at 105 Maxess Road in Melville, New York. For more than 20 years, GCG has specialized in the design and implementation of notification campaigns for class action and bankruptcy proceedings. GCG's team has administered more than a thousand settlements, mailed over 150 million notices, processed millions of claims, distributed billions of dollars in compensation, and issued millions of checks in connection with large domestic and international notice campaigns, as well as in connection with highly focused local campaigns for class action proceedings.

4. As Senior Vice President of GCG, in addition to my duties as a Senior Officer of GCG, my responsibilities include, among other things, oversight of day-to-day operations for two GCG Communications offices, in Reston, Virginia and Lake Oswego, Oregon, as well as

<sup>1</sup> The three Canadian actions are: (1) the proceeding commenced on November 20, 2006 by Karen McKay in the Supreme Court of British Columbia, under Vancouver Registry No. S-067490; (2) the proceeding commenced on July 6, 2006 by Nutech Brands Inc. in the Ontario Superior Court of Justice, under Court File No. 50389 CP, and; (3) the proceeding commenced by Cartise Sports Inc. on May 5, 2006, under Court File No. 500-06-000344-065.

strategic planning, design and implementation of all complex legal notice programs for GCG clients. GCG Communications is located at 11400 Commerce Park Drive, Suite 220, Reston, VA 20191 and 4500 S.W. Kruse Way, Suite 300, Lake Oswego, Oregon 97035.

5. I have more than 20 years of communications and advertising experience. I have been recognized as an expert in legal notice programs, both in federal and state courts in the United States as well as courts in Canada. I have lectured, published and been cited extensively on various aspects of legal notice, product recall and crisis communications. I have served the Consumer Product Safety Commission ("CPSC") as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns.

6. I have designed, implemented or consulted on many of the largest and highest profile legal notice communication programs nationally and internationally for a wide range of class actions, regulatory and consumer matters that include product liability, construction defect, antitrust, asbestos, medical/pharmaceutical, human rights, civil rights, telecommunication, media, environment, securities, banking, insurance, and bankruptcies. The cases include, but are not limited to: *In Re Nortel I & II Securities Litigation*, Civil Action No. 01-CV-1855 (RMB), Master File No. 05 MD 1659 (LAP) (S.D.N.Y. 2006); *DeHoyos v. Allstate Insurance Company*, Civil Action No SA-01-CA-1010-FB (W.D. Tex. 2006); *SEC v. Vivendi Universal, S.A., et al.*, Case No. 03-CV-10195-PKC (S.D.N.Y. 2003); *In re: John's Manville (Statutory Direct Action Settlement, Common Law Direct Action and Hawaii Settlement)*, Index No 82-11656 (BRL) (Bankr. S.D.N.Y. 2004); *Deka, et al. v. Cardservice International*, Case No. BC 271679 (Los Angeles County Sup. Ct., Cal. 2004); *Sager v. Inamed Corp. and McGhan (Medical Breast Implant Litigation)*, Case No. 01043771 (Santa Barbara County Sup. Ct., Cal. 2004); *Wilson v. Massachusetts Mutual Life Insurance Company*, No. D-101-CV 98-02814 (1st Jud. Dist. Ct., Santa Fe County, N.M.); *In re: Florida Microsoft Antitrust Litigation*, Index No. 99-27340 (11th Jud. Dist. Ct. of Miami, Dade County, Fla.); *In re:*

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*Montana Microsoft Antitrust Litigation*, No. DCV 2000 219 (1st Jud. Dist. Ct., Lewis & Clark County, Mont.); *In re: MCI Non-Subscriber Ratepayers*, MDL No. 1275 (S.D. Ill.); *Sparks v. AT&T Corporation*, No. 96-LM-983 (3d Jud. Cir., Madison County, Ill.); *Pigford v. Glickman*, No. CA 97-19788 (PLF) (D.D.C.); *In re: SmithKline Beecham Clinical Billing*, No. CV 97-L-1230 (3d Jud. Dist., Madison County, Ill.); *Schmidt v. Adidas Salomon A.G.*, No. OCN-L-1248-01 (N.J. Super. Ct.); *MacGregor v. Schering Plough Corp.*, No. EC248041 (Los Angeles County Sup. Ct., Cal.); *In re: Louisiana-Pacific Inner Seal Siding*, Nos. 879-JE and 1543JE (D. Or.); *Foster v. ABTeo Siding Litigation*, No. 95-151-M (Cir. Ct. of Choctaw County, Ala.); *In re: Johns-Manville Phenolic Foam*, No. CV 96-10069 (D. Mass.); *In re: James Hardie Roofing*, No. CV 00-2-17945-65SEA (King County Super. Ct., Wash.); *Claybrook v. Sunbeam Corporation*, No. CV-98-C-1546-W (UWC) (N.D. Ala.); *In re: American Cyanamid*, No. CV-97-0581-BH-M (S.D. Ala.); *Bristow v. Fleetwood Enterprises*, No. Civ 00-0082-S-BEJ (D. Idaho); *Spencer v. Shell Oil Co.*, No. CV 94-074 (Harris County Dist. Ct., Tex.); and *In re: StarLink Corn Products*, No. 01 C 1181 (N.D. Ill).

7. A number of courts in the United States and Canada have commented favorably on my expertise and the notice programs I designed or implemented. For example:

- *DeHoyos v. Allstate Insurance Company*, Civil Action No SA-01-CA-1010-FB (W.D. Tex. 2006) (“[t]he undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs” and stating “[t]he notice program “was massive, generating over 640 million opportunities to see this message” and did an excellent job at reaching the target group.”);
- *In Re Nortel I & II Securities Litigation*, Civil Action No. 01-CV-1855 (RMB), Master File No. 05 MD 1659 (LAP) (S.D.N.Y. 2006) (“The form and method of notifying the U.S. Global Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement . . . constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.”) This action was brought in courts in the United States and Canada;
- *Lucas v. Kmart Corporation*, Civil Action No 99-CV-01923 (JLK) (D. Colo. 2006) (“[t]he Court finds this extensive notice program to be more than

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adequate and approves it as the "best notice practicable under the circumstances" and consistent with the requirements of F.R.C.P. 23 and due process");

*Varacallo, et al. v. Massachusetts Mutual Life Insurance Company, et al.*, Civil Action No. 04-2702 (JLL) (D.N.J. 2004) (finding that "all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices");

*Wilson v. Massachusetts Mutual Life Insurance Company*, Case No. D-101-CV 98-02814 (First Judicial District Court County of Santa Fe State of New Mexico 2002) (holding "[t]he Notice Plan was the best practicable and reasonably calculated, under the circumstances of the action . . . [and] that the notice meets or exceeds all applicable requirements of law, including Rule 1-023(C)(2) and (3) and 1-023(B), NMRA 2001, and the requirements of federal and/or state constitutional due process and any other applicable law.");

*Thomas A. Foster and Linda E. Foster v. ABTco Siding*, Case No. 95-151-M (Circuit Court of Choctaw County, Alabama 2000) (holding that the notice program "constitutes the best notice practicable under the circumstances of this Action. This finding is based on the overwhelming evidence of the adequacy of the notice program.");

*Sparks v. AT&T Corporation*, Case No. 96-LM-983 (Third Judicial Circuit Madison County, Illinois 2001). In granting final approval to the settlement, the Court commented: "The Court further finds that the notice of the proposed settlement was sufficient and furnished Class Members with the information they needed to evaluate whether to participate in or opt out of the proposed settlement. The Court therefore concludes that the notice of the proposed settlement met all requirements required by law, including all Constitutional requirements"; and

*In re: Louisiana-Pacific Inner-Seal Siding*, Civil Action Nos. 879-JE, and 1453-JE (D. Or. 1995, 1999) ("[T]he notice given to the members of the Class fully and accurately informed the Class members of all material elements of the settlement...[through] a broad and extensive multi-media notice campaign. . . .");

8. I have also published extensively on various aspects of legal noticing, including the following publications and articles:

• Co-Author, "Approaches to Notice in State Court Class Actions," For The Defense, Vol. 45, No. 11, November, 2003;

• Author, "The Web Offers Near, Real-Time Cost Efficient Notice," American Bankruptcy Institute Journal, Vol. XXII, No. 5, 2003;

• Author, "Determining Adequate Notice in Rule 23 Actions," For The Defense, Vol. 44, No. 9, September, 2002;

- Co-Author, "The Electronic Nature of Legal Noticing," American Bankruptcy Institute Journal, Vol. XXI, No. 3, April, 2002;
- Author, "Three Important Mantras for CEO's and Risk Managers in 2002," International Risk Management Institute, [irmi.com/](http://irmi.com/), January, 2002;
- Co-Author, "Used the Bat Signal Late?," The National Law Journal, Special Litigation Section, February 19, 2001;
- Author, "How Much is Enough Notice," Dispute Resolution Alert, Vol. 1, No. 6, March, 2001;
- Author, "Monitoring the Internet Buzz," The Risk Report, Vol. XXIII, No. 5, January, 2001;
- Author, "High-Profile Product Recalls Need More Than the Bat Signal," International Risk Management Institute, [irmi.com/](http://irmi.com/), July 2001;
- Author, "The Great Debate - How Much is Enough Legal Notice?" American Bar Association -- Class Actions and Derivatives Suits Newsletter, Winter 1999; and
- Author, "What are the best practicable methods to give notice?" Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper: Dispelling the communications myth -- A notice disseminated is a notice communicated, November 1, 2001.

9. Additionally, I have lectured or presented extensively on various aspects of legal noticing. A sample list includes the following:

- Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- "Evolving Notice Standards in the Internet Age." *New York/Boston* (simulcast) March, 2006; *Chicago*, April, 2006; and *San Francisco*, May, 2006.
- Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal notice expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September, 2003.
- Expert Speaker, American Bar Association. Presentation: "How to Bullet-Proof Notice Programs and What Communication Barriers Present Due

Process Concerns in Legal Notice," ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.

10. I am accredited ("APR") in Public Relations by the Universal Accreditation Board, a program administered by the Public Relations Society of America.

11. A more comprehensive list of my class action and bankruptcy noticing experience as well as other judicial comments is attached to this affidavit as Exhibit A.

#### OVERVIEW AND OBJECTIVES OF NOTICE PROGRAM

12. Adhering to the highest communication and outreach standards, this proposed Notice Program is based on a scientific methodology that is used throughout the advertising industry and which has been embraced by courts in the United States and Canada. This Notice Program, through a combination of direct mail and publication, is expected to include more than 120 countries worldwide. The proposed Notice Program was specifically designed to properly reach the intended target, the Settlement Classes defined in the U.S. Settlement and the Canadian Settlement. Given that the Settlement Classes are global in scope in the U.S. Settlement and the Canadian Settlement and that the Class members in the actions overlap, as well as the fact that the proposed Notice Program targets the direct and indirect purchasers of air cargo shipping services worldwide, I have concluded that a combined Notice Program will be both practical and effective. The Settlement Class in the U.S. Settlement is defined as:

All persons and entities that purchased airfreight cargo shipping services for shipments within, to or from the United States (hereinafter "Airfreight Shipping Services"), including those persons and entities that purchased Airfreight Shipping Services through freight forwarders, from any air cargo carrier (including, without limitation, those defendants named in the Actions, and specifically including Lufthansa<sup>2</sup>) and/or any named or

<sup>2</sup> Lufthansa is defined in Paragraph 16 of the Settlement Agreement as Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd., individually and collectively, and their respective subsidiaries,

unnamed co-conspirators (collectively "Defendants") during the period from January 1, 2000 to the Execution Date of this Settlement Agreement.<sup>3</sup> Excluded from the Settlement Class are Defendants, their respective parents, employees, subsidiaries, and affiliates, and all governmental entities.

The Canadian Settlement Class – which encompasses the same time period for purchases of Airfreight Shipping Services as the U.S. Settlement Class – is made up of the British Columbia Settlement Class, the Ontario Settlement Class, and the Québec Settlement Class, which are respectively defined in the Canadian Settlement as follows:

British Columbia Settlement Class means all Persons resident in the province of British Columbia who purchased Airfreight Shipping Services during the Purchase Period, including those Persons who purchased Airfreight Shipping Services through freight forwarders, from any air cargo carrier, including without limitation, the Defendants, and specifically including Lufthansa.

Ontario Settlement Class means all Persons, other than members of the Québec Settlement Class or the British Columbia Settlement Class, who purchased Airfreight Shipping Services during the Purchase Period, including those Persons who purchased Airfreight Shipping Services through freight forwarders, from any air cargo carrier, including without limitation, the Defendants, and specifically including Lufthansa.

Québec Settlement Class means all individuals resident in the province of Québec and all legal persons established for a private interest, partnership or association in the province of Québec which at all times between May 3, 2005 and May 3, 2006, had under its direction or control no more than 50 persons bound to it by contract of employment, who purchased Airfreight Shipping Services during the Purchase Period, including those legal persons who purchased Airfreight Shipping Services through freight forwarders, from any air cargo carrier, including without limitation, the Defendants, and specifically including Lufthansa.

For each of the Canadian Settlement Classes, the term "Airfreight Shipping Services" is defined as "shipments within, to or from Canada, but specifically excluding airfreight cargo shipping services for shipments to or from the United States." Excluded from each of the

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predecessors, successors, and affiliates. Where used in this affidavit, "Lufthansa" refers to Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd.

<sup>3</sup> The Execution Date of the Settlement Agreement is September 11, 2006.



Canadian Settlement Classes are the Defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors.

#### ELEMENTS OF THE NOTICE PROGRAM

13. The elements in this multifaceted and comprehensive proposed Notice Program include: (1) notice by direct mail; (2) notice by publication; (3) notice by Internet advertising; (4) notice by media outreach; (5) third-party outreach to trade organizations; (6) a Settlement website and; (7) toll free information telephone numbers, as well as additional telephone support.

#### MAILED NOTICE

14. In the proposed Notice Program, GCG will mail individual notice to direct customers whose information is available from Deutsche Lufthansa AG, Lufthansa Cargo AG, and Swiss International Air Lines Ltd. (collectively referred to herein as "Lufthansa"). I am advised by Lufthansa that it maintains comprehensive records of sales of air cargo shipping services made during the purchase periods at issue in the U.S. and Canadian Settlements: January 1, 2000 to September 11, 2006. Due to the nature of the air cargo shipping business, I am informed that many of Lufthansa's direct customers are regular and repeat purchasers of these services. Lufthansa also has available records of indirect purchasers of its air cargo shipping services, who will also receive individual mailed notice. These purchase records provide insight into the scope and geographic distribution of the direct and indirect purchaser group more generally, at least for those geographic regions where the services of Lufthansa and other air cargo airlines overlap.

15. Lufthansa has provided GCG with the electronic records from which GCG will conduct the direct mailing to these Settlement Class Members. Lufthansa has advised me that it carefully collected such records to ensure that the most comprehensive data was available for use. I also have been advised by Lufthansa that, with the exception of a very

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small number of its direct customers, who account for a small volume of the overall commerce, who arrange air cargo shipping by walking directly to the counter in the airport terminal, the records maintained by Lufthansa of its direct purchasers are reliable and comprehensive. Accordingly, the overwhelming majority of direct purchasers of Lufthansa's air cargo shipping services will receive actual notice as a result of the direct mail component of the Notice Program, and the small number of direct purchasers for whom Lufthansa does not have contact information will be accommodated in the publication component of the Notice Program as well as its other outreach elements. Additionally, over 60,000 indirect purchasers have been identified from Lufthansa company records and also will receive actual notice through the direct notice mailing, and the broader indirect purchaser group will be reached through the worldwide publication component of the Notice Program as well as other elements of the proposed Notice Program described below.

16. As a result of the foregoing, Notice packets, including the full Notice of Proposed Settlement, will be mailed to more than 19,000 direct customers and more than 60,000 indirect customers, mostly businesses, in more than 120 countries.<sup>4</sup> The mailings will include the Notice of Proposed Settlement in English, with additional information in the recipient's native language informing them how they can access or obtain copies of the materials in their native language. We understand from discussions with Lufthansa that transactions worldwide involving air cargo shipping within, to, or from the United States and Canada -- the classes at issue here -- are overwhelmingly conducted in English. Accordingly, the primary language of the full Notice will be English, as the primary language of international business of this nature. Nonetheless, native language materials will be readily accessible as well through various avenues discussed below in paragraphs 38 and 39.

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<sup>4</sup> GCG will perform the mailings in compliance with the requirements of The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury.

### NOTICE BY PUBLICATION

17. In order to create a best practicable notice, which is reasonably calculated under the circumstances to reach the targeted class, the proposed Notice Program will utilize a tiered approach, which has been approved by courts in other international notice programs including *In re Mexico Money Transfer Litig.*, 164 F. Supp.2d 1002 (N.D. Ill. 2000), *In re Western Union Money Transfer Litig.*, No. 01-335, 2004 WL 3709932 (E.D.N.Y. Oct. 19, 2004) and *In Re Royal Ahold N.Y. Sec. & ERISA Litig.*, 437 F. Supp.2d 467 (D. Md. June 16, 2006). The proposed Summary Notice for publication has been written in a plain language style appropriate for the target audience. Plain language is simply a more conversational form of communication, which is used, for example, when reporting the news. The concept, now integrated into Legal Notice practice, is one that has received note from various national and international authorities and organizations including the Federal Judicial Center in the United States, the Plain Language Association International, the CBA Plain Language Committee of the Canadian Bar Association and Plain English Campaign in the United Kingdom, among others. The proposed publication Summary Notice, as well as the Notice of Proposed Settlement of U.S. and Canadian Class Actions, are clear, concise, and understandable. The proposed Summary Notice comports with the plain language standards for legal noticing. A copy of the proposed Summary Notice is attached to this affidavit as Exhibit B.

18. The paid media component of the proposed Notice Program will be segregated into four tiers, with the greatest media emphasis placed on: 1) the United States and Canada, which are the sites of the filed actions, and the countries within, to or from which air cargo was shipped pursuant to the class definitions; 2) countries where the largest population of Lufthansa air cargo shipping customers (direct and indirect) are likely to be found; and 3) countries where the largest population of air cargo shippers are located internationally with

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an air cargo shipping nexus to the United States or Canada. Assumptions regarding these factors are based on internal proprietary and confidential data provided by Lufthansa as well as extensive primary research from respected worldwide industry resources including:

- USA Trade Online (USA-T) – The official source of U.S. export & import statistics, a collaborative effort between the U.S. Census Bureau's Foreign Trade Division and STAT-USA®, which provides current and cumulative U.S. export and import data.
- Transport Canada – A governmental department in charge of overseeing transportation strategies, goals and programs established by the Government of Canada. Air import and export data by trading partners is reported on their website.
- Airports Council International ("ACI") – A worldwide association created to represent the mutual interests of airport operators. ACI provided the statistical data utilized in the top 50 Airport list according to tonnage, loaded and unloaded freight, and mail in metric tons.

19. The proposed Notice Program was developed with particular attention to the fact that the definition of Settlement Class Members encompasses not only those direct and indirect purchasers who used the services of Lufthansa for Airfreight Shipping Services within, to or from either the United States or Canada during the defined class period, but also those purchasers who used the services of any air cargo shipper to ship within, to or from either the United States or Canada. An individual air cargo airline such as Lufthansa will not fully mirror the air cargo shipping business as a whole, because the industry is predominantly hub based, among other reasons. We understand from discussions from Lufthansa that air cargo shipping is a fungible, commodity service, and that purchasers of air cargo services will overlap between different airlines, at least to the extent that service is available in comparable geographic areas. In other words, Lufthansa's business reflects the fact that it is based in Germany (and Switzerland, for Swiss International Air Lines Ltd.). A direct or indirect purchaser of air cargo shipping who used a different air cargo airline might not be reached in a notice plan that was based only on Lufthansa's business. The proposed Notice Program accordingly incorporates the broader air cargo shipping business globally. This

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provides only one example of how the proposed Notice Program reaches not only Lufthansa's direct and indirect purchasers, but also those purchasers internationally who have an air cargo shipping nexus with the United States or Canada.

20. In developing the Notice Program, we not only analyzed proprietary data provided by Lufthansa, but also looked extensively at primary research from respected industry sources. Countries were selected and prioritized in the tiered approach based on their rank among top importers to the United States and Canada, as well as their rank in air cargo shipment volume, in addition to their level of Lufthansa business. For instance, while China is less significant as a Lufthansa customer, it is a leading importer to the United States and Canada, as well the location of major air cargo airports, and the proposed Notice Program recognizes and accommodates these various factors.

21. The design of the proposed Notice Program is consistent with the U.S. Supreme Court's guidance in *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993), and *Kumho Tire Co. v. Carmichael*, 526 U.S. 137 (1999), and uses industry-accepted methodology that can be tested by peers. In formulating a program for delivering "Appropriate Notice," we have been mindful of the natural justice and fair process concerns expressed by the Canadian courts, as well as the factors listed in the Ontario Class Proceedings Act, S.O. 1992, c. 6, s. 17, the applicable British Columbia statute (R.S.B.C. 1996, c. 50, s. 19), and the relevant provisions in the Québec Code of Civil Procedure. Specifically, we designed the publication program for notice in this action using a scientific method accepted within the advertising industry for modeling target individuals – including class members – by their demography and media consumption habits. This affidavit describes our methodology for modeling the target audience and how we selected the most appropriate media to reach them.

22. The Notice Program uses the most appropriate media definitions to most closely match Class Member demographics and reach both direct and indirect Settlement Class Members. Although the media definitions of each of these two targets can vary slightly from country to country, they are reasonably similar. The two targets are:

- Individuals who are business decision makers who have been involved in ordering or approving freight [cargo] and/or express services; and
- All adults 18 years of age and older.

The first target is intended to reach the business audience who are the predominant purchasers (both direct and indirect) of Airfreight Shipping Services. Research indicates that nearly 80 percent of all air cargo shipments are business to business transactions. In order to reach potential individual Settlement Class Members, however, the proposed Notice Program also includes second target — a very broad definition based on the entire adult population of a given country. Based on my more than 20 years of collective experience in the fields of legal notice publication, advertising, public relations, and marketing communications, as well as my experience using this type of research data, I believe the research provides a valid basis for determining the multimedia characteristics of Class Members and that the targets selected are representative of the Class Members. The Notice Program also uses available readership studies in order to select the most appropriate publications along with circulation and readership analysis.

#### TIER I

23. Tier I of the paid media component of the proposed Notice Program will encompass 13 countries: Canada, China, France, Germany, India, Italy, Japan, Malaysia, South Korea, Switzerland, Taiwan, the United Kingdom, and the United States. These countries in Tier I received primacy in the proposed Notice Program due to the fact that (1) the United States and Canada are the sites of the filed actions, and the countries within, to or from which air

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cargo was shipped pursuant to the class definitions, (2) they are the countries which represent a majority of Lufthansa's air cargo business, and (3) they represent a majority of air cargo business globally with a nexus to the United States or Canada. The 13 countries that comprise Tier I account for over 69 percent of worldwide air cargo by tonnage, based on ACI data, and nearly 70% of Lufthansa's cargo business, according to proprietary Lufthansa data.

24. In Tier I, the proposed Notice Program uses country-specific nationally syndicated media research to quantify the percentage of both cargo shippers and the adult population reached by this Notice Program. That research is described more fully in the footnote below.<sup>5</sup> To that end, the Notice Program employs appropriate nationally circulated magazines, leading national newspapers and newspaper supplements, business press and trade press, a massive media relations effort and the Internet.

25. In advertising there are many models to measure media performance. The most useful of these for the purpose of legal notice is the Reach and Frequency model. Reach

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<sup>5</sup> Canada - Print Measurement Bureau (PMB) Two-Year Readership Database 2007.

China - CNRS (China National Readership Survey).

France - Ipsos FCA 2006.

Germany - EBRS 2006 European Business Readership Survey (EBRS) 2006; Media Analyse (MA) 2007.

India - Indian Readership Survey 2007 (IRS).

Italy - European Business Readership Survey (EBRS) 2006; European Media and Marketing Survey (EMMS); Italian National readership survey.

Japan - Japan Business Readership Survey (JBRS); J-READ 2006.

Malaysia - PAX (Fall 2006).

South Korea - PAX (Fall 2006).

Switzerland - MACH Basic 2007; MA Leader.

Taiwan - PAX (Fall 2006).

United Kingdom - British Business Survey 2005 and National Readership Survey (NRS) 2006.

United States - Mediamark Research, Inc. (MRI) Doublebase 2006 and Business-to-Business Surveys.

refers to the estimated percentage of the unduplicated audience exposed to the campaign. Frequency, in turn, refers to how many times, on average, a target audience had the opportunity to see the message. The quantification is provided through industry-accepted research for audience measurement across multimedia. The calculations are used by advertising and communications firms worldwide and have been adopted by courts to measure the percentage of a target class that was likely reached by a legal notice program.

26. Applying the analysis model to the proposed Notice Program yields the following Reach and Frequency in Tier I of the Notice Program.

Country	Target Audience	Reach (%)	Frequency
Canada	Business/Cargo	60%	3.80
	Adults	71%	3.50
China <sup>6</sup>	Business/Cargo	71%	2.44
	Adults	66%	2.27
France	Business/Cargo	70%	3.20
	Adults	69%	3.08
Germany	Business/Cargo	76%	2.80
	Adults	71%	1.80
India	Mumbai Adults	66%	3.08
	Delhi Adults	73%	2.82
Italy	Business/Cargo	98%	3.41
	Adults	66%	1.80
Japan	Business/Cargo	84%	1.60
	Adults	66%	1.10
Malaysia	Adults in Kuala Lumpur	76%	1.50
South Korea	Adults in Seoul	69%	2.90
Switzerland	Business/Cargo	84%	2.30
	Adults	70%	1.80
Taiwan	Adults in Taipei	70%	2.60
United Kingdom	Business/Cargo	71%	3.30
	Adults	66%	2.80
United States	Business/Cargo	81%	2.13
	Adults B/C	74%	1.99

**TYER II**

<sup>6</sup> In China, India, Malaysia, South Korea and Taiwan, Reach and Frequency are regionalized to follow manufacturing/trade centers and business populations.



27. Tier II of the proposed Notice Program will encompass 20 countries: Austria, Belgium, Brazil, Chile, Colombia, Egypt, Hong Kong<sup>7</sup>, Ireland, Israel, Mexico, Netherlands, Peru, Portugal, Russia, Singapore, South Africa, Spain, Sweden, Thailand and Turkey. In Tier II, the Notice Program uses, on average, three to five leading newspapers per country. In Tier II countries, as well as in Tier III and IV countries, the Notice Program relies upon available readership studies in order to select the most appropriate publications along with circulation and readership analysis.

28. When combined, the 33 countries in Tiers I and II account for approximately 94 percent of Canadian imports according to Transport Canada records, and approximately 85 percent of all U.S. air cargo imports by weight according to USA-T data. Additionally, Tier I and II also account for over 85 percent of all Lufthansa's cargo business according to proprietary Lufthansa data, and approximately 86 percent of worldwide air cargo by tonnage, based on ACI data.

#### TIER III

29. Tier III of the proposed Notice Program will include another 30 countries, which were selected and prioritized based on the identified criteria for the tier system. The 30 countries comprising Tier III of the Notice Program are: Argentina, Australia, Cambodia, Czech Republic, Denmark, Ecuador, Ethiopia, Finland, Greece, Guatemala, Hungary, Indonesia, Kenya, Luxembourg, Mauritius, New Zealand, Nicaragua, Nigeria, Norway, Pakistan, Panama, Philippines, Poland, Romania, Saudi Arabia, Sri Lanka, Uganda, United Arab Emirates, Venezuela, and Vietnam.

#### TIER IV

<sup>7</sup> Although Hong Kong is not a separate country, for purposes of the tier analysis, it is broken out separately in light of the manner in which trade and other data is reported.

30. Tier IV countries will be reached through international publications, international trade press, a globally distributed press release, and the Internet. There are more than 120 countries reached by global Tier IV of the proposed Notice Program, including the 63 countries reached in Tiers I, II and III. The remaining countries reached by Tier IV each individually account for less than .8 percent of Lufthansa business and/or a very small percentage of all cargo tonnage worldwide.

31. Attached to this affidavit as Exhibit C is a list of the publications in which the Summary Notice will be published in all Tiers.<sup>8</sup>

32. All Tiers of the Notice Program will incorporate trade press, a comprehensive media outreach effort, international newspapers and magazines, and the Internet.

#### INTERNET ADVERTISING

33. In addition to print media, the proposed Notice Program is enhanced by the use of Internet advertising on trade websites such as Quick Caller Online (an online reference for regional air cargo directories for North America) and The International Air Cargo Association as well as broad-reaching sites such as AOL and Weather.com.

#### GLOBAL PUBLICATIONS

34. The proposed Notice Program is further strengthened by the use of global media, which includes publication of notice in well respected and broadly distributed international editions of publications such as *The Wall Street Journal*, *The Financial Times*, *Time*

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<sup>8</sup> It is not unusual in the course of implementing a Notice Program of this scope and complexity for the need to arise to make modifications, including, for example, to substitute suitable replacement publications, or to make adjustments in content, with agreement of the parties, to accommodate legal requirements of governments or publications regarding advertising content. This type of modification will not affect the overall integrity of the Notice Program, and substitutions will be consistent with the objectives of the proposed Notice Program. GCG will submit a final affidavit for the Final Fairness Hearing which will detail the implementation of the approved Notice Program, and which will identify any alterations that were required.

*Magazine, Newsweek Magazine, The New York Times, The International Herald Tribune and USA Today.*

#### TRADE PUBLICATIONS

35. Additionally, the proposed Notice Program includes publication of the Summary Notice in 30 trade publications targeting the air cargo shipping professional, including *Air Cargo World, Air Cargo Week, Air Cargo News, Inbound Logistics, Global Logistics, Cargo News Asia-Pacific* and *Logistics Management*, among others. Where available, the international edition of these publications will be used.

#### GLOBAL MEDIA OUTREACH

36. In addition to print and Internet advertising, the proposed Notice Program is further enhanced by the use of global media relations, which includes an extraordinary and robust public relations effort, issuing a Premiere Global press release through PR Newswire to nearly 10,000 news points in almost 90 countries. It is our intention to monitor resulting articles, and we will integrate the performance of the media outreach in our final report. Without a doubt, the media relations component of the Notice Program will add to the opportunity for potential Class Members to see this Notice.

#### ADDITIONAL OUTREACH EFFORTS

37. **Third-Party Outreach.** Additional outreach efforts will include third-party mailings and/or faxes of the Summary Notice to numerous key trade associations and freight forwarders such as Air Forwarders Association, Airports Council International, and the Canadian International Freight Forwarders Association. GCG proposes to request that these groups post the Summary Notice on their websites, and the opportunity for further contact such as e-newsletter sponsorships and e-mails to members/readers of air cargo publications will be explored.

38. **Website.** A website, [www.aircargosettlement.com](http://www.aircargosettlement.com), will be developed and maintained by GCG as a worldwide information hub, where potential claimants and interested parties can obtain detailed information about the Settlement. The website's homepage will include 38 language options in which visitors may obtain information about the settlement, including native language translations of the long-form notice, and when available, the claim form. Additional language translations for these materials will be made available upon request by Settlement Class Members. The website will include an email address that Settlement Class Members can use to communicate such requests. Relevant court documents and the Settlement Agreements will also be posted on the website. The web address ([www.aircargosettlement.com](http://www.aircargosettlement.com)) will be set forth in the publication and mailed notice.

39. **Toll Free Telephone.** GCG will establish and maintain a telephone interactive voice response ("IVR") system dedicated to this case to accommodate telephone inquiries from Class Members. The system will be accessible toll free from countries where notice is published in an in-country publication wherever toll free service is available. For global publications, an international number will be provided. In addition, all toll free numbers will be available on the website. Callers will be able to select from a number of language options,

#### CONCLUSION

40. Based on our analysis as described above and my experience, in my opinion, this proposed Notice Program is reasonably calculated, using tools and methodologies accepted within the advertising industry, to provide the best notice practicable under the circumstances in this case. The multifaceted Notice Program will be particularly effective, and will reach the Class Members in these Settlements through the combination of a variety of communications vehicles, including direct mail, a robust and wide-reaching print notice campaign, a comprehensive global media relations program, Internet banner advertising, a Settlement website, and information available from a toll free telephone number. In my

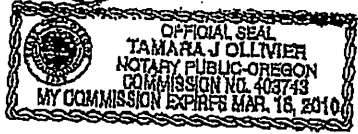
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opinion, this International Notice Program readily meets the standard for providing legal notice to Class Members and will more than adequately satisfy due process considerations.

SWORN OR AFFIRMED before )  
me at the City of LeClair in the State )  
of OR, this 5<sup>th</sup> day of July, 2007. )

Tamara J. Olivier  
A Notary Public

Jeanne C. Finegan  
Jeanne C. Finegan, APR

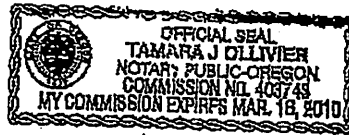


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FILE  
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OREGON

This is Exhibit "A" mentioned  
and referred to in the affidavit of  
Jeanne C. Finegan, sworn  
before me at the City of Lake Oswego  
in the State of OR this 5<sup>th</sup> day  
of July, 2007.

Tamara J. Ollivier  
A Notary Public



MY  
BY:

# JEANNE C. FINEGAN, APR

## BIOGRAPHY

Jeanne Finegan is Senior Vice President of The Garden City Group, Inc. ("GCG") and GCG Communications, a division of GCG. She has more than 20 years of communications and advertising experience and is a nationally recognized expert in class action, bankruptcy and mass tort notification campaigns. Finegan is accredited (APR) in Public Relations by the Universal Accreditation Board, a program administered by the Public Relations Society of America.

She has provided testimony before Congress on issues of notice. Additionally, she has provided expert testimony in both state and federal courts regarding notification campaigns and conducted media audits of proposed notice programs for their adequacy under Fed R. Civ. P. 23(c)(2) and similar state class action statutes. Most recently, she has been recognized by Canadian courts as a legal notice expert.

She has lectured, published and has been cited extensively on various aspects of legal noticing, product recall and crisis communications and has served the Consumer Product Safety Commission (CPSC) as an expert to determine ways in which the Commission can increase the effectiveness of its product recall campaigns.

Finegan has developed and implemented many of the nation's largest and most high profile legal notice communication and advertising programs. In the course of her class action experience, courts have recognized the merits of, and admitted expert testimony based on, her scientific evaluation of the effectiveness of notice plans. She has designed legal notices for a wide range of class actions and consumer matters that include product liability, construction defect, anti-trust, medical/pharmaceutical, human rights, civil rights, telecommunication, media, environment, securities, banking, insurance, mass tort, restructuring and product recall.

Her work includes:

DeHoyos, et al. v. Allstate Insurance Company, Civil Action No SA-01-CA-1010-FB, United States District Court Western District of Texas San Antonio Division (2006).

*In the Final Order Approving the Settlement the Court stated: "...the undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs."*

Lucas, et al v. Kmart Corporation, Case No. 99-cv-01923-JLK, Class Action, United States District Court for the District of Colorado (2006).

*In the Final Order Approving the Settlement, the Honorable Judge John L. Kane said: The parties submitted a declaration from Jeanne C. Finegan, an expert in the design of notice programs such as the one approved by this Court. The notice program implemented by the parties to this settlement [was extensive and] goes above and beyond that required by law. For the reasons set forth in the Preliminary Approval Order, id. at 695-97, the Court holds that the notice program implemented by the parties was the best notice practicable under the circumstances and satisfied the requirements of due process and F.R.C.P. 23.*

In re: Nortel Network Corp., Securities Litigation Civil Action No. 01-CV-1855 (RMB) Master File No. 05 MD 1659 (LAP) (2006), \*Approved in both the United States and Canada. Ms. Finegan designed and implemented the extensive Canadian Notice program, published in

both French and English, which targeted virtually all investors of Stock in Canada,  
[www.nortelsecuritieslitigation.com](http://www.nortelsecuritieslitigation.com)

Levine, et al. v. Dr. Philip C. McGraw, et al., Case No. BC 312830 (Los Angeles County Super. Ct., Cal. 2004).

*In the Final Order Approving the Settlement, the Honorable Victoria Chaney found that the [Notice] was best practicable under the circumstances and constituted due and sufficient notice to the members of the Settlement Class, and satisfies the requirements of California law and federal due process of law.*

In re: Epson Cartridge Cases, Judicial Council Coordination Proceeding No. 4347, Superior Court of the State of California for the County of Los Angeles (2006).

UAW v. General Motors Corporation, Case No: 05-73991 Class Action, United States District Court for the Eastern District of Michigan, Southern Division (2006).

Wilson, Inc. v. Cardservice International, Inc., BC 320215 Class Action, Superior Court of the State of California for the County of Los Angeles (2004).

Varacallo, et al. v. Massachusetts Mutual Life Insurance Company, et al., Civil Action No. 04-2702 (JLL), United States District Court for the District of New Jersey (2004).

*The Court found that "all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices.*

*... By working with a nationally syndicated media research firm, [Fitzgerald's firm] was able to define a target audience for the MassMutual Class Members, which provided a valid basis for determining the magazine and newspaper preferences of the Class Members. (Preliminary Approval Order at p. 9). ... The Court agrees with Class Counsel that this was more than adequate. (Id. at § 5.2).*

In re: John's Manville (Statutory Direct Action Settlement, Common Law Direct Action and Hawaii Settlement) Index No 82-11656 (BRL), United States Bankruptcy Court for the Southern District of New York (2004).

The nearly half-billion dollar settlement constituted three separate notification programs, which targeted all persons, who had asbestos claims whether asserted or unasserted, against the Travelers Indemnity Company.

In the Findings of Fact and Conclusions of a Clarifying Order Approving the Settlements, the Honorable Chief Judge Burton R. Lifland said:

*"As demonstrated by Findings of Fact, the Statutory Direct Action Settlement notice program was reasonably calculated under all circumstances to apprise the affected individuals of the proceedings and actions taken involving their interests, Mullane v. Cent. Hanover Bank & Trust Co.; 339 U.S. 306, 314 (1950), such program did apprise the overwhelming majority of potentially affected claimants and far exceeded the minimum notice required. The Court concludes that mailing direct notice via U.S. Mail to law firms and directly to potentially affected claimants, as well as undertaking an extensive print media and Internet campaign met and exceeded the requirements of due process. The*



*Court's conclusion in this regard is buttressed by the results over 26,000 phone calls, 20,000 requests for information 8,000 website visits and 4,000 users registered to download documents. The results simply speak for themselves."*

Wilson v. Massachusetts Mutual Life Insurance Company, Case No. D-101-CV 98-02814, First Judicial District Court, County of Santa Fe, New Mexico (2002).

This was a nationwide notification program that included all persons in the United States who owned, or had owned, a life or disability insurance policy with Massachusetts Mutual Life Insurance Company and had paid additional charges when paying their premium on an installment basis. The class was estimated to exceed 1.6 million individuals. ([www.insuranceclassclaims.com](http://www.insuranceclassclaims.com)).

In granting preliminary approval to the settlement agreement, the Honorable Art Encinas commented:

*"The Notice Plan was the best practicable and reasonably calculated, under the circumstances of this action, ...[and] that the notice meets or exceeds all applicable requirements of law, including Rule 1-023(C)(2) and (3) and 1-023(B), NMLRA 2007, and the requirements of federal and/or state constitutional due process and any other applicable law."*

Dake, et al. v. Cardservice International, Case No. BC 271679, Superior Court of the State of California, County of Los Angeles (2004).

In the Final Order dated March 1, 2004, The Honorable Charles W. McCoy commented:

*"The Class Notice satisfied the requirements of California Rules of Court 1836 and 1859 and due process and constituted the best notice practicable under the circumstances."*

Sager v. Inamed Corp. and McGhan Medical Breast Implant Litigation, Case No. 01043771, Superior Court of the State of California, County of Santa Barbara (2004).

In the Final Judgment and Order, dated March 30, 2004, the Honorable Thomas P. Andaris stated:

*"Notice provided was the best practicable under the circumstances."*

In re: Florida Microsoft Antitrust Litigation Settlement, Index number 99-27340 CA 11, 11<sup>th</sup> Judicial District Court of Miami - Dade County, Florida (2003).

In the Final Order Approving the Fairness of the Settlement, The Honorable Henry H. Harnage said:

*"The Class Notice ... was the best notice practicable under the circumstances and fully satisfies the requirements of due process, the Florida Rules of Civil Procedure, and any other applicable rules of the Court."*

In re: Montana Microsoft Antitrust Litigation Settlement, No. DCV 2000 219, Montana First Judicial District Court, Lewis & Clark Co. (2003).

In re: South Dakota Microsoft Antitrust Litigation Settlement, Civ. No. 00-235, State of South Dakota, County of Hughes in the Circuit Court Sixth Judicial Circuit.

In re: Kansas Microsoft Antitrust Litigation Settlement, Case No. 99CI7089 Division No. 15 Consolidated Cases, District Court of Johnson County, Kansas Civil Court Department.

In the Final Order and Final Judgment, the Honorable Allen Slater stated:

*"The Class Notice provided was the best notice practicable under the circumstances and fully complied in all respects with the requirements of due process and of the Kansas State, Annot. §50-22.3."*

In re: North Carolina Microsoft Antitrust Litigation Settlement, No. 00-CvS-4073 (Wake) 00-CvS-1246 (Lincoln), State of North Carolina, Wake and Lincoln Counties in the General Court of Justice Superior Court Division North Carolina Business Court.

In the multiple state cases, Plaintiffs generally alleged that Microsoft unlawfully used anticompetitive means to maintain a monopoly in markets for certain software, and that as a result, it overcharged consumers who licensed its MS-DOS, Windows, Word, Excel and Office software. The multiple legal notice programs targeted both individual users and business users of this software. The scientifically designed notice programs took into consideration both media usage habits and demographic characteristics of the targeted class members.

In re: MCI Non-Subscriber RatePayers Litigation, MDL Docket No. 1275, District Court for Southern District of Illinois (2001).

The advertising and media notice program was designed with the understanding that the litigation affects all persons or entities who were customers of record for telephone lines pre-subscribed to MCI/World Com, and were charged the higher non-subscriber rates and surcharges for direct-dialed long distance calls placed on those lines. ([www.ratepayers.com](http://www.ratepayers.com)). After a hearing to consider objections to the terms of the settlement, The Honorable David R. Herndon stated:

*"As further authorized by the Court, [Finegan's company] ... published the Court-approved summary form of notice in eight general-interest magazines distributed nationally; approximately 900 newspapers throughout the United States and a Puerto Rico newspaper. In addition, [Finegan's company] caused the distribution of the Court-approved press release to over 2,500 news outlets throughout the United States... The manner in which notice was distributed was more than adequate..."*

Sparks v. AT&T Corporation, Case No. 96-IM-983, Third Judicial Circuit, Madison County, Illinois.

The litigation concerned all persons in the United States who leased certain AT&T telephones during the 1980's. Finegan designed and implemented a nationwide media program designed to target all persons who may have leased telephones during this time period, a class that included a large percentage of the entire population of the United States. In granting final approval to the settlement, the Court commented:

*"The Court further finds that the notice of the proposed settlement was sufficient and furnished Class Members with the information they needed to*

*evaluate whether to participate in or opt out of the proposed settlement. The Court therefore concludes that the notice of the proposed settlement met all requirements required by law, including all Constitutional requirements."*

*Figford v. Glickman and U.S. Department of Agriculture*, Case No. CA No. 97-19788 (PLF), District Court for the District of Columbia (1999).

This was the largest civil rights case to settle in the United States in over 40 years. The highly publicized, nationwide paid media program was designed to alert all present and past African-American farmers of the opportunity to recover monetary damages against the U.S. Department of Agriculture for alleged loan discrimination. In his Opinion, the Honorable Paul L. Friedman commented on the notice program by saying:

*"The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations."*

Judge Friedman continued:

*"The Court concludes that class members have received more than adequate notice and have had sufficient opportunity to be heard on the fairness of the proposed Consent Decree."*

*In re: SmithKline Beecham Clinical Billing Litigation*, Case No. CV. No. 97-L-1230, Illinois Third Judicial District, Madison County, (2001).

Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning billings for clinical laboratory testing services.

*MacGregor v. Schering-Plough Corp.*, Case No. EG248041, Superior Court of the State of California, County of Los Angeles (2001).

This nationwide notification was designed to reach all persons who had purchased or used an aerosol inhaler manufactured by Schering-Plough. Because no mailing list was available, notice was accomplished entirely through the media program.

*In re: Swiss Banks Holocaust Victim Asset Litigation* Case No. CV-96-4849, United States District Court for the Eastern District of New York (1999).

Finegan managed the design and implementation of the Internet site on this historic case. The site was developed in 21 native languages. It is a highly secure data gathering tool and information hub, central to the global outreach program of Holocaust survivors. ([www.swissbankclaims.com/](http://www.swissbankclaims.com/)).

*In re: Louisiana-Pacific Inner-Seal Siding Litigation*, Civil Action Nos. 879-JE, and 1453-JE, United States District Court, District of Oregon (1995) and (1999).

Under the terms of the Settlement, three separate Notice programs were to be implemented at three-year intervals over a period of six years. In the first Notice campaign, Finegan implemented the print advertising and Internet components of the Notice program.

In approving the legal notice communication plan, the Honorable Robert E. Jones stated:

*"The notice given to the members of the Class fully and accurately informed the Class members of all material elements of the settlement...[through] a broad and extensive multi-media notice campaign."*

In reference to the third-year Notice program for Louisiana-Pacific, Special Master Hon. Judge Richard Unis, commented:

*"In approving the third year notification plan for the Louisiana-Pacific Inner-Sea<sup>TM</sup> Siding litigation, the court referred to the notice as "...well formulated to conform to the definition set by the court as adequate and reasonable notice."*

*Indeed, I believe the record should also reflect the Court's appreciation to Ms. Finegan for all the work she's done, ensuring that noticing was done correctly and professionally, while paying careful attention to overall costs." Her understanding of various notice requirements under Fed. R. Civ. P. 23, helped to insure that the notice given in this case was consistent with the highest standards of compliance with Rule 23(d)(2).*

Thomas A. Foster and Linda K. Foster v. ABTeo Siding Litigation, Case No. 95-151-M, Circuit Court of Choctaw County, Alabama (2000).

This litigation focused on past and present owners of structures sided with Abitibi-Price siding. The notice program that Finegan designed and implemented was national in scope.

In the Order and Judgment Finally approving settlement, Judge J. Lee McPhearson said:

*"The Court finds that the Notice Program conducted by the Parties provided individual notice to all known Class Members and all Class Members who could be identified through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action. This finding is based on the overwhelming evidence of the adequacy of the notice program ...The media campaign involved broad national notice through television and print media, regional and local newspapers, and the Internet (see id. ¶¶9-11) The results: over 90 percent of Abitibi and ABTeo owners are estimated to have been reached by the direct media and direct mail campaign."*

In re: Exxon Valdez Oil Spill Litigation, Case No. A89-095-OV (ERK) (Consolidated), United States District Court for the District of Alaska (1997, 2002).

Finegan designed and implemented two media campaigns to notify native Alaskan residents, trade workers, fisherman, and others impacted by the oil spill of the litigation and their rights under the settlement terms.

In re: Georgia-Pacific Toxic Explosion Litigation Case No. 98 CVC05-3535, Court of Common Pleas Franklin County, Ohio (2001).

Finegan designed and implemented a regional notice program that included network affiliate television, radio and newspaper. The notice was designed to alert adults living near a Georgia-Pacific plant that they had been exposed to an air-born toxic plume and their rights under the terms of the class action settlement. In the Order and Judgment finally approving the settlement the Honorable Jennifer L. Bunner said:

*"...Notice of the settlement to the Class was the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The Court finds that such effort exceeded any reasonable effort and that the Notice complies with the requirements of Civ. R. 23(C).*

In re: Johns Manville Phasolite Foam Litigation Case No. CV 96-10069, United States District Court for the District of Massachusetts (1999).

The nationwide multi-media legal notice program was designed to reach all Persons who own any structure, including an industrial building, commercial building, school, condominium, apartment house, home, garage or other type of structure located in the United States or its territories, in which Johns Manville PERI was installed, in whole or in part, on top of a metal roof deck.

In re: James Hardie Roofing Litigation Case No. CV. No. 00-2-17945-6SSRA, Superior Court of Washington, King County (2002).

The nationwide legal notice program included advertising on television, in print and on the Internet. The program was designed to reach all persons who own any structure with JHBP roofing products. In the Final Order and Judgment the Honorable Steven Scott stated:

*"The notice program required by the Preliminary Order has been fully carried out... [and] was extensive. The notice provided fully and accurately informed the Class Members of all material elements of the proposed Settlement and their opportunity to participate in or be excluded from it; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with Civ. R. 23, the United States Constitution, due process, and other applicable law."*

In re: First Alert Smoke Alarm Litigation, Case No. CV-98-C-1546-W (UWC), United States District Court for the Northern District of Alabama, Western Division (2000).

Rinsgan designed and implemented a nationwide legal notice and public information program. The public information program ran over a two-year period to inform those with smoke alarms of the performance characteristics between photoelectric and ionization detection. The media program included network and cable television, magazine and specialty trade publications. In the Findings and Order Preliminarily Certifying the Class, The Honorable C.W. Clemon wrote that the notice plan:

*"...Constitutes due, adequate and sufficient notice to all Class Members; and meets or exceeds all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Alabama State Constitution, the Rules of the Court, and any other applicable law."*

In re: American Cyanamid, Civil Action CV-97-0581-BH-M, United States District Court for the Southern District of Alabama (2001).

The media program targeted those Farmers who had purchased crop protection chemicals manufactured by American Cyanamid. In the Final Order and Judgment, the Honorable Charles R. Butler Jr. wrote:

*"The Court finds that the form and method of notice used to notify the Temporary Settlement Class of the Settlement satisfied the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all potential members of the Temporary Class Settlement."*

*Erlston v Fleetwood Enterprises Litigation Case* No Civ 00-0082-S-RJL United States District Court for the District of Idaho (2001).

Finegan designed and implemented a legal notice campaign targeting present and former employees of Fleetwood Enterprises, Inc., or its subsidiaries who worked as hourly production workers at Fleetwood's housing, travel trailer, or motor home manufacturing plants. The comprehensive notice campaign included print, radio and television advertising.

*In re: New Orleans Tank Car Leakage Fire Litigation*, Case No 87-16374, Civil District Court for the Parish of Orleans, State of Louisiana (2000).

This case resulted in one of the largest settlements in U.S. history. This campaign consisted of a media relations and paid advertising program to notify individuals of their rights under the terms of the settlement.

*Garrig Spicer v. Shell Oil Company*, Case No. CV 94-074, District Court, Harris County Texas (1995).

The nationwide notification program was designed to reach individuals who owned real property or structures in the United States which contained polybutylene plumbing with acetyl insert or metal insert fittings.

*Rene Rosales v. Fortuna Insurance Company*, Case No 99-04588 CA (41) Circuit Court of the 11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida (2000).

Finegan provided expert testimony in this matter. She conducted an audit on behalf of intervening attorneys for the proposed notification to individuals insured with personal injury insurance. Based upon the audit, Finegan testified that the proposed notice program was inadequate. The Court agreed and signed an Order Granting Intervenor's Objections to Class Action Settlement. The Honorable Jose M. Rodriguez said:

*"The Court finds that Ms. Finegan is qualified as an expert on class notice and effective media campaigns. The Court finds that her testimony is credible and reliable."*

Based in part on Finegan's testimony, the Court ruled in favor of the intervening parties and disapproved the parties' original settlement agreement, vacating the order of preliminary approval.

*In re: Hurd Millwork Heat Mirror™ Litigation* Case No. CV-772488, Superior Court of the State of California, County of Santa Clara (2000).

This nationwide multi-media notice program was designed to reach class members with failed heat mirror seals on windows and doors, and alert them as to the actions that they needed to take to receive enhanced warranties or window and door replacement.

Laborers District Council of Alabama Health and Welfare Fund v Clinical Laboratory Services, Inc., Case No. CV-97-C-629-W, United States District Court for the Northern District of Alabama (2000).

Finegan designed and developed a national media and internet site notification program in connection with the settlement of a nationwide class action concerning alleged billing discrepancies for clinical laboratory testing services.

In re: StarLink Corn Products Liability Litigation, Case No. 01-C-1181, United States District Court for the Northern District of Illinois, Eastern Division (2002).

Finegan designed and implemented a nationwide notification program designed to alert potential class members of the terms of the settlement.

In re: Albertson's Back Pay Litigation, Case No. 97-0159-S-BLW, United States District Court for the District of Idaho (1997).

Finegan designed and developed a secure Internet site, where claimants could seek case information confidentially.

In re: Georgia Pacific Hardboard Siding Recovering Program, Case No. CV-95-3330-RG, Circuit Court for the County of Mobile, State of Alabama (1997).

Finegan designed and implemented a multi-media legal notice program, which was designed to reach class members with filled G-P siding and alert them of the pending matter. Notice was provided through advertisements which aired on national cable networks, magazines of nationwide distribution, local newspaper, press releases and trade magazines.

In re Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., MDL No. 1203, Civil Action No. 99-20593, (E.D. Pa. Aug. 28, 2000).

Finegan has worked as a consultant to the National Diet Drug Settlement Committee on notification issues.

In re ABS H Pipes Litigation, Case No. 3126, Contra Costa Superior Court, State of California (1998 and 2001).

The Court approved regional notification programs designed to alert those individuals who owned structures with the pipe that they were eligible to recover the cost of replacing the pipe. ([www.abspipes.com](http://www.abspipes.com)).

In re Avanza A Inc. Internet Privacy Litigation, Case No: C00-1964C, United States District Court for the Western District of Washington.

In re Lovarepan and Clozapene Antitrust Litigation, MDL No. 1290 (TRF), United States District Court for the District of Columbia.

In re Provident Financial Corporation ERISA Litigation, Case No C-01-5027, United States District Court for the Northern District of California.

In re H & R Block, et al Tax Refund Litigation, Case No. 97195023/CC4111, Maryland Circuit Court for Baltimore City.

In re: American Premier Underwriters, Inc., U.S. Railroad Vest Corp., Cause No: 06C01-9912, Circuit Court, Boone County, Indiana.

In re: Sprint Corporation Optical Fiber Litigation, Case No: 9907 CV 284, District Court, Leavenworth County, Kansas.

In re: Shafar Mutual Insurance Company Litigation, Case No. CJ-2002-263, District Court, Canadian County, Oklahoma.

In re: Congo, Inc. Securities Litigation, Case No: IP-00-0585-C Y/S CA, Southern District of Indiana, Indianapolis Division.

In re: National Treasury Employees Union, et al. Case No: 02-128C, United States Court of Federal Claims.

In re: City of Miami Parking Litigation, Case Nos: 99-21456 CA-10, 99-23765 - CA-10, Circuit Court, 11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida.

In re: Prime Co. Incorporated D/B/A Prime Co. Personal Communications, Civil Action No. J 1:01CV65B, United States District Court for the Eastern District of Texas, Beaumont Division.

Alsea Vanger v. State of Oregon A.A., Case No. 88C-11289-88C-11300.

#### *A Sample of Finegan's Bankruptcy Experience*

Finegan has designed and implemented literally hundreds of domestic and international bankruptcy notice programs. A sample case list includes the following:

In re: United Airlines, Case No. 02-B-48191, (Bankr. N.D. Illinois, Eastern Division).

Finegan worked with United and its restructuring attorneys to design and implement global legal notice programs. The notice was published in 11 countries and translated into 6 languages. Finegan worked closely with legal counsel and UAL's advertising team to select the appropriate media and to negotiate the most favorable advertising rates. ([www.pd-ual.com/](http://www.pd-ual.com/)).

In re: Enron, Case No. 01-16034 (Bankr. S.D.N.Y.)

Finegan worked with Enron and its restructuring attorneys to publish various legal notices.

In re: Dow Corning, Case No. 95-20512 (Bankr. E.D. Mich.)

Finegan originally designed the information website. This Internet site is a major information hub that has various forms in 15 languages.

In re: Harnischfeger Industries, Case No. 99-2171 (RJW) Jointly Administered, (Bankr., District of Delaware).

Finegan designed and implemented 6 domestic and international notice programs for this case. The notice was translated into 14 different languages and published in 16 countries.



In re: Keene Corporation, Case No. 93B 46090 (SMB), (Bankr. E.D. of Missouri, Eastern Division).

Finegan designed and implemented multiple domestic bankruptcy notice programs including notice on the plan of reorganization directed to all creditors and all Class 4 asbestos-related claimants and counsel.

In re: Lamonts, Case No. 00-00045 (Bankr. W.D. of Washington).

Finegan designed and implemented multiple bankruptcy notice programs.

In re: Monet Group Holdings, Case Nos. 00-1936 (MFW) (Bankr. D. of Delaware).

Finegan designed and implemented a bar date notice.

In re: Laclede Steel Company, Case No 98-53121-399 (Bankr. E.D. of MO, Eastern Division).

Finegan designed and implemented multiple bankruptcy notice programs.

In re: Columbia Gas Transmission Corporation, Case No. 91-804 (Bankr. S.D.N.Y.)

Finegan developed multiple nationwide legal notice notification programs for this case.

In re: U.S.E. Corporation of New York, et al (Bankr. S.D.N.Y.)

Finegan designed and implemented a bar date advertising notification campaign.

In re: Best Products Co., Inc., Case No. 96-35267-T, (Bankr. E.D. of Virginia)

Finegan implemented a national legal notice program that included multiple advertising campaigns for notice of sale, bar date, disclosure and plan confirmation.

In re: Lodgian, Inc., et al., Case No. 16345 (BRL) Factory Card Outlet -- 99-685 (JCA), 99-686 (JCA), (Bankr. S.D.N.Y.)

In re: International Total Services, Inc., et al., Case No: 01-21812, 01-21818, 01-21820, 01-21822, 01-21824, 01-21826, 01-21827 (CD) Under Case No: 01-21812 (Bankr. E.D.N.Y.)

In re: Decora Industries, Inc and Decora, Incorporated, Case No: 00-4459 and 00-4460 (JF) (Bankr. D.of Delaware)

In re: Genesis Health Ventures, Inc., et al, Case No. 002692 (RTW) (Bankr. D. of Delaware)

In re: Telephong Warehouse, Inc., et al, Case No. 00-2105 through 00-2110 (MFW) (Bankr. D.of Delaware),

In re: United Companies Financial Corporation, et al, Casa No. 99-450 (MFW) through 99-461 (MFW) (Bankr. D.of Delaware).

In re: Caldor, Inc. New York, The Caldor Corporation, Caldor, Inc. CT, et al, Case No: 95-B44080 (JLG) (Bankr. S.D.N.Y).

In re: Physiologs Health Corporation, et al, Case No: 00-4482 (MFW) (Bankr. D.of Delaware),

In re: GC Companies, et al, Case Nos:00-3897 through 00-3927 (MFW) (Bankr. D.of Delaware),

In re: Heltie-Meyers Company, et al, Case Nos: 00-34533 through 00-34538 (Bankr. E.D.of Virginia, Richmond Division),

#### *Product Recall and Crisis Communication*

Reser's Fine Foods - Reser's is a nationally distributed brand and manufacturer of food products through giants such as Albertsons, Costco, Food Lion, WinnDixie, Ingles, Safeway and Walmart. Finegan designed an enterprise-wide crisis communication plan that included communications objectives, crisis team roles and responsibilities, crisis response procedures, regulatory protocols, definitions of incidents that require various levels of notice, target audiences, and threat assessment protocols. Finegan worked with the company through two nationwide, high profile recalls, conducting extensive media relations efforts.

#### *Background*

Prior to joining The Garden City Group, Inc., Finegan co-founded Huntington Advertising, a nationally recognized leader in legal notice communications. After Fleet Bank purchased her firm in 1997, she grew the company into one of the nation's leading legal notice communication agencies.

Prior to that, Finegan spearheaded Huntington Communications, (an internet development company) and The Huntington Group, Inc., (a public relations firm). As a partner and consultant, she has worked on a wide variety of client marketing, research, advertising, public relations and internet programs. During her tenure at the Huntington Group, client projects included advertising (media planning and buying), shareholder meetings, direct mail, public relations (planning, financial communications) and community outreach programs. Her past client list includes large public and privately held companies: Code-A-Phone Corp., Thrifty-Payless Drug Stores, Hyster-Yale, The Portland Winter Hawks Hockey Team, U.S. National Bank, U.S. Trust Company, Morley Capital Management, and Durametal Corporation.

Prior to Huntington Advertising, Finegan worked as a consultant and public relations specialist for a West Coast-based Management and Public Relations Consulting firm.

Additionally, Finegan has experience in news and public affairs. Her professional background includes being a reporter, anchor and public affairs director for KWJL/KJLB radio in Portland, Oregon, as well as reporter covering state government for KBZY radio in Salem, Oregon. Finegan worked as an assistant television program/promotion manager for KPDX directing \$50 million in programming. Additionally she was the program/promotion manager at and KBCH-22 television.

Finegan's multi-level communication background gives her a thorough, hands-on understanding of media, the communication process, and how it relates to creating effective and efficient legal notice campaigns.

#### *Articles*

Quoted Article, "Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty," - Warranty Week, - [warrantyweek.com/archive/ww20070228.html](http://warrantyweek.com/archive/ww20070228.html)/ February 28, 2007

Co-Author, "Approaches to Notice in State Court Class Actions," - For The Defense, Vol. 45, No. 11 - November, 2003.

Citation - "Recall Effectiveness Research: A Review and Summary of the Literature on Consumer Motivation and Behavior" U.S. Consumer Product Safety Commission, CPSC-F-02-1391, p.10, Heiden Associates - July 2003.

Author, "The Web Offers Near Real-Time Cost Efficient Notice," - American Bankruptcy Institute - ABI Journal, Vol. XXII, No. 5. -- 2003.

Author, "Determining Adequate Notice in Rule 23 Actions," - For The Defense, Vol. 44, No. 9 - September, 2002.

Author, "Legal Notice: What You Need To Know and Why," - Monograph, July 2002.

Co-Author, "The Electronic Nature of Legal Notice," - The American Bankruptcy Institute Journal -Vol. XXI, No. 3, April 2002.

Author, "Three Important Mantras for CEO's and Risk Managers in 2002" - International Risk Management Institute - [irmi.com/](http://irmi.com/) January 2002.

Co-Author, "Used the Bat Signal Lately" - The National Law Journal, Special Litigation Section - February 19, 2001.

Author, "How Much is Enough Notice" - Dispute Resolution Alert, Vol. 1, No. 6, March 2001.

Author, "Monitoring the Internet Buzz" - The Risk Report, Vol. XXIII, No. 5, Jan. 2001.

Author, "High-Profile Product Recalls Need More Than the Bat Signal" - International Risk Management Institute - [irmi.com/](http://irmi.com/) July 2001.

Co-Author, "Do you know what 100 million people are buzzing about today?" Risk and Insurance Management - March 2001.

Quoted Article: "Keep Up with Class Action" Kentucky Courier Journal - March 13, 2000.

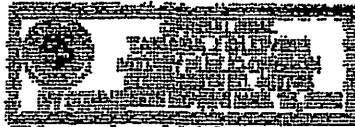
Author, "The Great Debate - How Much is Enough Legal Notice?" American Bar Association -  
Class Actions and Derivatives Suits Newsletter, Winter edition 1999.

*Speaker/Expert Panels/Presenter*

- Warranty Chain Management Faculty Panelist - Presentation Product Recall Simulation. Tampa, Florida - March 2007.
- Practicing Law Institute Faculty Panelist - CLE Presentation - 11<sup>th</sup> Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures - Evolving Notice Standards in the Internet Age. New York/Boston (simulcast), NY March 2006; Chicago, IL April 2006 and San Francisco, CA May 2006.
- U.S. Consumer Product Safety Commission Ms. Finegan participated as an Expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, Ms. Finegan discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda MD, September 2005.
- Well, Gotshal & Manges CLE presentation "A Scientific Approach to Legal Notice Communication" New York, June 2003.
- Sidley & Austin CLE presentation "A Scientific Approach to Legal Notice Communication" Los Angeles, May 2003.
- Kirkland & Ellis Speaker to restructuring group addressing "The Best Practicable Methods to Give Notice in a Tort Bankruptcy." Chicago, April 2002.
- Georgetown University Law Center Mass Tort Litigation Institute CLE White Paper: What are the best practicable methods to give notice?  
Dispelling the communications myth -- A notice disseminated is a notice communicated. Faculty - Mass Tort Litigation Institute - Washington D.C., November 1, 2001.
- American Bar Association How to Bullet-Proof Notice Programs and what communication barriers present due process concerns in legal notice. Presentation to the ABA Litigation Section Committee on Class Actions & Derivative Suits - Chicago, IL, August 6, 2001.
- McCutchan, Doyle, Brown & Emerson Speaker to litigation group in San Francisco and simulcast to four other McCutchan locations, addressing the definition of effective notice and barriers to communication that affect due process in legal notice. San Francisco, CA - June 2001.
- Marylhurst University Guest lecturer on public relations research methods, Portland, OR - February 2001.

This is Exhibit "B" mentioned  
and referred to in the affidavit of  
Jeanne C. Finegan, sworn  
before me at the City of *Lake Oswego*  
in the State of *OR* this *5<sup>th</sup>* day  
of July, 2007.

*Sandra J. Oliveri*  
A Notary Public



Not  
at

Notary Public  
Sandra J. Oliveri  
1000  
1000  
1000

Legal Notice

If you purchased Air Cargo Shipping Services within,  
to or from either the United States or Canada from  
January 1, 2000 to September 11, 2006, your rights  
could be affected by a Settlement

**What are the Settlements about?**

Plaintiffs claim that Deutsche Lufthansa AG, Lufthansa Cargo AG and Swiss International Air Lines Ltd., along with numerous other air cargo carriers, conspired to fix the prices of air cargo shipping services in violation of U.S. antitrust laws and Canadian competition law. The Settlements provide an \$85 million U.S. Fund to pay valid class member claims, and \$5338 million USD Canadian Fund that Canadian Class Counsel will request to have held in trust for future benefit of the Canadian classes.

**Who is a Class Member?**

You are a class member if you purchased air cargo shipping services, from ANY cargo carrier, for shipments within, to or from either the United States or Canada. This also includes services purchased through freight forwarders. All you need to know is in the Notice of Proposed Settlement, including information on who is or is not a class member.

**How do I get Payment in the U.S. Settlement?**

You must register to receive a claim form. Claim forms will be mailed out later. Call the number below or visit [www.aircargosettlement.com](http://www.aircargosettlement.com) to register and for information on deadlines.

**What are my rights?**

If you do NOT want to take part in the U.S. Settlement or the Canadian class actions, you have the right to "opt out."

To "opt out" of the U.S. or Canadian Settlements, you must do so by \_\_\_\_, 200\_\_. Class members have the right to object to the U.S. or Canadian Settlements. If you object you must do so by \_\_\_\_, 200\_\_. You may speak to your own attorney at your own expense for help. For more information on how to "opt out" or object, visit [www.aircargosettlement.com](http://www.aircargosettlement.com) or call the number below.

Final Approval Hearings to consider approval of the U.S. and Canadian Settlements and requests by the lawyers for attorneys' fees and costs will be held at the United States District Court for the Eastern District of New York on [Date], 200\_\_; the Ontario Superior Court of Justice on [Date], 200\_\_; the Québec Superior Court on [Date], 200\_\_; and at the Supreme Court of British Columbia on [Date], 200\_\_. For more information on the locations and times of the Hearings, visit [www.aircargosettlement.com](http://www.aircargosettlement.com), or call the number below.

**This is a Summary, where can I get more information?**

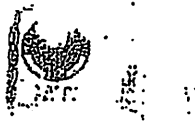
You can get complete Settlement information, including a copy of the full Notice and claim form by registering at [www.aircargosettlement.com](http://www.aircargosettlement.com), calling the number below, or writing to Air Cargo Settlement, c/o The Garden City Group, Inc., P.O. Box 9162, Dublin OH, 43017-4162, USA.

800-800-8800

[www.aircargosettlement.com](http://www.aircargosettlement.com)

This is Exhibit "C" mentioned  
and referred to in the affidavit of  
Jeanne C. Finegan, sworn  
before me at the City of *Hakelburg*  
in the State of *OR* this *5<sup>th</sup>* day  
of July, 2007.

*Tamara J. Ollivier*  
A Notary Public



The Garden City Group, Inc.

Lufthansa

Country	Publications	Insertions	Circulation	Language	Print Size
Canada	Canadian Business	1	82,000	English	1/2 Page
Canada	Maclean's	2	411,000	English	1/2 Page
Canada	L'Actualité	2	191,000	French Canadian	1/2 Page
Canada	Report on Business Magazine (Globe & Mail)	1	288,000	English	1/2 Page
Canada	Financial Post Business Magazine	1	221,000	English	1/2 Page
Canada	Time Canada	2	239,000	English	1/2 Page
Canada	Sports Illustrated	2	88,000	English	Full Page
Canada	Reader's Digest (English Edition)	1	985,000	English	Full Page
Canada	Reader's Digest (French Edition)	1	266,000	French Canadian	Full Page
Canada	Canadian Living	2	638,000	English	1/2 Page
Canada	Club de Poésie	1	230,000	French Canadian	1/2 Page
Canada	Canadian Geographic	1	230,000	English	1/2 Page
Canada	Chateaine (English Edition)	1	697,000	English	1/2 Page
Canada	Chateaine (French Edition)	1	209,000	French Canadian	1/2 Page
Canada	People Canada	3	189,000	English	Full Page
Canada	Canadian House and Home	1	260,000	English	1/2 Page
Canada	Today's Parent	1	210,000	English	1/2 Page
Canada	The National Post (M-F)	1	248,000	English	1/8 Page
Canada	The National Post (Sat)	1	268,000	English	1/8 Page
Canada	The Globe and Mail (M-F)	1	322,000	English	1/8 Page
Canada	The Globe and Mail (Sat)	1	402,000	English	1/8 Page
Canada	Toronto Sun (M-F)	1	194,000	English	1/4 Page Tab
Canada	Le Journal de Montreal (Mon - Fri)	1	268,000	French Canadian	1/4 Page Tab
Canada	Montreal Gazette	1	189,169	English	1/8 Page
Canada	La Presse	1	202,888	French Canadian	1/8 Page
International	Financial Times**	1	2,869	English	1/8 Page
International	International Herald Tribune**	1	300	English	1/8 Page
			36,173,785.00		

\*Circulation figures provided by PMS 2007 Topline Report.  
 \*\*These publications do not have the listed circulation in Canada.

Target Business/Cargo  
 National Canadian Reach: 80%  
 Average Frequency: 3.9  
 Source: PMS 2007 Two-Year Readership Database

Secondary Target Adults  
 National Canadian Reach: 74.1%  
 Average Frequency: 3.8  
 Source: PMS 2007 Two-Year Readership Database



THE GARDEN CITY GROUP, INC.

Lufftansa

Country	City/Province	Publication	Insertions	Circulation*	Language	Unit Size
China	Beijing	Beijing Evening News	2	1,200,000	Simplified Chinese	1/8 Page
China	Beijing	Beijing Youth Daily	2	500,000	Simplified Chinese	1/8 Page
China	Beijing	Beijing Times	2	TBD	Simplified Chinese	1/8 Page
China	Shanghai	Shanghai Evening News	2	1,100,000	Simplified Chinese	1/8 Page
China	Shanghai	Shanghai Morning News	2	50,000	Simplified Chinese	1/8 Page
China	Guangzhou/Guangdong	Guangzhou Daily	2	1,580,000	Simplified Chinese	1/8 Page
China	Shenzhen/Guangdong	Shenzhen Special Zone News	4	450,000	Simplified Chinese	1/8 Page
China	Shenzhen/Guangdong	Shenzhen Commercial News	2	TBD	Simplified Chinese	1/8 Page
China	Shenzhen/Guangdong	Shenzhen Evening News	2	TBD	Simplified Chinese	1/8 Page
China	Shenzhen/Guangdong	Jing Bao	2	TBD	Simplified Chinese	1/8 Page
China	Shijiazhuang/Hebei	Yanzhao Metropolis Daily	3	1,000,000	Simplified Chinese	1/8 Page
China	Tianjin	Tian Jin Daily	1	380,000	Simplified Chinese	1/8 Page
China	Tianjin	Tianjin Times	1	1,600,000	Simplified Chinese	1/8 Page
China	Nanjing/Jiangsu	Yanzao Evening News	2	2,000,000	Simplified Chinese	1/8 Page
China	Nanjing/Jiangsu	Modern Express	1	TBD	Simplified Chinese	1/8 Page
China	Shenyang/Liaoning	Liaoshen Evening News	3	828,000	Simplified Chinese	1/8 Page
China	Shenyang/Liaoning	Shenyang Evening News	1	300,000	Simplified Chinese	1/8 Page
China	Fujian/Fuzhou	Star News	3	550,000	Simplified Chinese	1/8 Page
China	Hangzhou/Zhejiang	Qiantang Evening News	2	560,000	Simplified Chinese	1/8 Page
China	Hangzhou/Zhejiang	City Express News	2	TBD	Simplified Chinese	1/8 Page
China	Qingdao/Shandong	QIU Evening News	5	1,480,000	Simplified Chinese	1/8 Page
China	Qingdao/Shandong	Qingdao Daily	5	TBD	Simplified Chinese	1/8 Page
China	Qingdao/Shandong	Qingdao Evening News	5	TBD	Simplified Chinese	1/8 Page
China	Qingdao/Shandong	Qingdao Morning News	5	TBD	Simplified Chinese	1/8 Page
China	International	Time Asia	1	3,982	English	1/2 page
China	International	Newsweek Asia	1	3,359	English	1/2 page
China	International	International Herald Tribune	1	3,861	English	1/8 Page
China	International	Wall Street Journal - Asia	1	5,133	English	1/4 page
China	International	Financial Times	1	1,183	English	1/8 Page
China	International	USA Today - Global	1	1,447	English	1/8 Page
Totals Insertions			67			

\*Circulation figures provided by media representatives.  
 \*Some unit sizes unspecified and subject to change.

Primary Target: Business/Cargo  
 Average Reach for above provinces: 71%  
 Average Frequency for above provinces: 2.44  
 Source: CNRS (China National Readership Survey)

Target Adults  
 Average Reach for above provinces: 56%  
 Average Frequency for above provinces: 2.27  
 Source: CNRS

THE GARDEN CITY GROUP, INC.

Lufthansa

Country	Publication	Frequency	Circulation	Language	Unit Size
France	Paris Match	2	684,058	European French	Full Page
France	Le Monde	2	362,846	European French	1/4 Page
France	Le Parisien + Aujourd'hui	2	342,484	European French	1/8 Page
France	Le Figaro	2	321,490	European French	1/4 Page
France	Nouvel Observateur	2	548,696	European French	Full Page
France	L'Europe	2	366,849	European French	1/8 Page
France	L'Express (FRA)	2	494,715	European French	Full Page
France	Le Point	2	366,780	European French	Full Page
France	Courrier International	2	185,841	European French	Full Page
France	Iberama	2	844,217	European French	Full Page
France	Le Monde 2	2	268,258	European French	Full Page
France/International	Time Magazine	1	71,381	English	1/2 Page
France/International	Newsweek	1	44,374	English	1/2 Page
France/International	International Herald Tribune	1	28,721	English	1/8 Page
France/International	The Wall Street Journal - Europe	1	10,008	English	1/8 Page
France/International	Financial Times	1	19,811	English	1/8 Page
France/International	USA Today - Global	1	6,927	English	1/8 Page
<b>Total</b>		<b>28</b>	<b>4,733,084</b>		

\*Circulation figures provided by media representatives.

\*\*Some Unit Sizes unconfirmed and subject to change.

\*\*\*These publications distribute the listed circulation in France.

Primary Target: Business/Cargo

Reach: 70%

Average Frequency: 3.2

Source: Ipsos FOA 2006

Secondary Target: Adults

Reach: 69%

Average Frequency: 3.08

Source: Ipsos PCA 2006

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Country	Publication	Insertions	Circulation	Language	Print Size
Germany	ADAO Motorwelt	1	13,502,993	German	1/2 Page
Germany	Sport Bild	1	642,188	German	1/2 Page
Germany	WELT am SONNTAG	1	750	German	1/8 Page
Germany	Bild am Sonntag	1	1,754,766	German	1/8 Page
Germany	Bunte	1	725,035	German	1/2 Page
Germany	Der Spiegel	1	1,026,199	German	Full Page
Germany	Frankfurter Allgemeine Zeitung (FAZ)	1	816,616	German	1/4 Page
Germany	Focus	1	784,593	German	Full Page
Germany	Stern	1	1,007,345	German	Full Page
Germany	Süddeutsche Zeitung (SZ)	1	424,739	German	1/4 Page
Germany	SUPERJUNO	1	628,608	German	1/2 Page
Germany	TV Spielfilm Plus	1	1,578,089	German	1/2 Page
Germany/International	Time Magazine - EMEA	1	85,697	English	1/2 Page
Germany/International	Newsweek - EMEA	1	89,840	English	1/2 Page
Germany/International	International Herald Tribune	1	25,915	English	1/8 Page
Germany/International	The Wall Street Journal - Europe	1	14,895	English	1/8 Page
Germany/International	Financial Times	1	28,483	English	1/8 Page
Germany/International	USA Today - Global	1	18,418	English	1/8 Page
Total		18	22,355,916		

\*Circulation figures provided by media representatives.

\*\*Some unit sizes unconfirmed and subject to change.

\*\*\*These publications distribute the listed circulation in Germany.

Primary Target: Business/Cargo  
 Reach: 78%  
 Average Frequency: 2.5  
 Source: EBRS 2006

Secondary Target: Adults  
 Reach: 74%  
 Average Frequency: 1.9  
 Source: MA 2007

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THE GARDEN CITY GROUP, INC.

Lufkin, Texas

Country	Edition	Publication	Circulation	Frequency	Language	Page
India	National	Times of India	2,870,872	1	English	1/8 Page
India	National	Economic Times	618,185	1	English	1/8 Page
India	National	Navbharat Times	455,338	1	Hindi	1/8 Page
India	Delhi Regional Edition	Times of India	2,201,185	1	English	1/8 Page
India	Delhi Regional Edition	Economic Times	542,178	1	English	1/8 Page
India	Delhi Regional Edition	Navbharat Times	455,324	1	Hindi	1/8 Page
India	Delhi Regional Edition	Financial Mag	25,500	2	Hindi	Full Page
India	Delhi Regional Edition	Parsons Mag	22,350	2	English	Full Page
India	Delhi Regional Edition	Hindustan Times	1,188,884	2	English	1/8 Page
India	Delhi Regional Edition	Hindustan Khabar	181,837	2	Hindi	1/8 Page
India	Delhi Regional Edition	Punjab Kesari	324,847	1	Punjabi	1/8 Page
India	Delhi Regional Edition	Dainik Jagan	488,808	2	Hindi	1/8 Page
India	Mumbai Regional Edition	Times of India	388,784	2	English	1/8 Page
India	Mumbai Regional Edition	Economic Times	181,249	1	English	1/8 Page
India	Mumbai Regional Edition	Navbharat Times	155,577	2	Hindi	1/8 Page
India	Mumbai Regional Edition	Maharashtra Times	270,048	6	Marathi	1/8 Page
India	Mumbai Regional Edition	Financial Mag	22,000	2	Hindi	Full Page
India	Mumbai Regional Edition	Parsons Mag	22,000	2	English	Full Page
India	Mumbai Regional Edition	Mumbai Mirror	170,000	1	English	1/8 Page
India	Mumbai Regional Edition	Hindustan Times	150,771	8	English	1/8 Page
India	Mumbai Regional Edition	Daily News & Analysis	140,000	1	English	1/8 Page
India	Mumbai Regional Edition	Gujarat Samachar	205,484	8	Gujarati	1/8 Page
India	Mumbai Regional Edition	Lokmat	215,005	1	Marathi	1/8 Page
India	Mumbai Regional Edition	Lokmat	125,247	2	Marathi	1/8 Page
India	Mumbai Regional Edition	Mitral	132,808	2	English	1/8 Page
India	Mumbai Regional Edition	Navmat	165,872	3	Marathi	1/8 Page
India	Mumbai Regional Edition	Sansam	100,634	2	Marathi	1/8 Page
India/International	EMEA	Time Magazine	22,025	1	English	1/8 Page
India/International	EMEA	Newsweek	16,008	1	English	1/8 Page
India/International	Global	International Herald Tribune	1,550	1	English	1/8 Page
India/International	Asia Edition	The Wall Street Journal	644	1	English	1/8 Page
India/International	Global	Financial Times	1,350	1	English	1/8 Page
India/International	Global	USA Today	141	1	English	1/8 Page
TOTAL			52		11,581,769	

\*Circulation provided by media representatives  
 \*\*Final circulation will depend on content of ads

Reach in Mumbai 65%  
 Average Frequency: 2.08  
 Source: IRS 2007

Target Adults  
 Reach in India 75%  
 Average Frequency: 2.52

EMEA  
 Newsweek  
 16,008

Global  
 International Herald Tribune  
 1,550  
 The Wall Street Journal  
 644  
 Financial Times  
 1,350  
 USA Today  
 141

THE GARDEN CITY GROUP, INC.

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Country	Publication	Issues	Circulation	Language	Diff Size
Italy	Focus	1	622,000	Italian	1/2 Page
Italy	Panorama	1	623,000	Italian	1/2 Page
Italy	Donna Moderna	1	614,000	Italian	1/2 Page
Italy	Chi	1	627,000	Italian	1/2 Page
Italy	Il Glorioso	1	218,000	Italian	1/4 Page
Italy	Cortina della Serra	1	880,000	Italian	1/4 Page
Italy	La Repubblica	1	829,000	Italian	1/4 Page
Italy	Gazzetta dello Sport	1	373,000	Italian	1/4 Page
Italy	Il Messaggero	1	460,000	Italian	1/4 Page
Italy	La Stampa	1	315,000	Italian	1/4 Page
Italy	Milano Finanza	1	118,873	Italian	1/4 Page
Italy	Il Gazzettino	1	94,209	Italian	1/4 Page
Italy	Il Secolo XIX	1	112,000	Italian	1/4 Page
Italy	Il Sole 24 Ore	1	346,000	Italian	1/4 Page
Italy	Oggi	1	659,279	Italian	1/2 Page
Italy	Gente	1	464,647	Italian	1/2 Page
Italy	Venerdì	1	606,000	Italian	1/2 Page
Italy	L'Espresso	1	366,360	Italian	1/2 Page
Italy/International	Time Magazine - EMEA	1	28,698	English	1/2 Page
Italy/International	Newsweek - EMEA	1	7,782	English	1/2 Page
Italy/International	International Herald Tribune	1	16,049	English	1/8 Page
Italy/International	The Wall Street Journal - Europe	1	10,512	English	1/8 Page
Italy/International	Financial Times	1	9,646	English	1/8 Page
Italy/International	USA Today - Global	1	2,967	English	1/8 Page
<b>Total</b>		<b>24</b>	<b>7,708,956</b>		

\*Circulation figures provided by media representatives.  
 \*\*Some Unit Sizes Unconfirmed and subject to change.

Primary Target: Business/Cargo  
 Reach: 86%  
 Average Frequency: 3.41  
 Source: European Business Readership Survey (EBRS) 2008

Secondary Target: Adults  
 Minimum Reach: 66%  
 Average Frequency: 1.8  
 Source: Audipress

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Country	Publication	Sections	Circulation	Language	Units
Japan	Nikkei - Morning Edition	1	3,046,975	Japanese	1/8 Page
Japan	Nikkei Business Daily	1	167,445	Japanese	1/8 Page
Japan	Nikkei Marketing Journal	1	248,900	Japanese	1/8 Page
Japan	Nikkei Financial Daily	1	46,800	Japanese	1/8 Page
Japan	Yomiuri Shimbun	1	10,033,215	Japanese	1/8 Page
Japan	Asahi Shimbun	1	8,225,032	Japanese	1/8 Page
Japan	Mainichi	1	3,667,410	Japanese	1/8 Page
Japan	Chunichi Shimbun - Morning Edition	1	2,748,014	Japanese	1/8 Page
Japan	Hokkaido Shimbun - Morning Edition	1	TBD	Japanese	1/8 Page
Japan	Bankei Shimbun - Morning Edition	1	2,086,391	Japanese	1/8 Page
Japan	Nishi Nippon Shimbun - Morning Edition	1	TBD	Japanese	1/8 Page
Japan	Chugoku Shimbun - Morning Edition	1	TBD	Japanese	1/8 Page
Japan/International	Time Asia	1	61,412	English	1/2 page
Japan/International	Newsweek Asia	1	18,011	English	1/2 page
Japan/International	International Herald Tribune	1	25,658	English	1/8 Page
Japan/International	Wall Street Journal - Asia	1	7,854	English	1/4 page
Japan/International	Financial Times	1	8,003	English	1/8 Page
Japan/International	USA Today - Global	1	1,624	English	1/8 Page

Target: Business/Cargo  
 Reach: 84%  
 Frequency: 1.8  
 Source: JBRS

Target: Adults  
 Reach: 85.6%  
 Frequency: 1.1  
 Source: J-READ 2008

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Country	Publication	Insertions	Circulation	Language	Unit Size
Malaysia	The Star	1	189,468	English	1/8 Page
Malaysia	The New Straits Times	1	310,008	English	1/8 Page
Malaysia	Berita Harian	1	2,000	Malay	1/8 Page
Malaysia	Sin Chew Jit Poh	1	385,898	Malay	1/8 Page
Malaysia/International	Time Asia	1	17,302	English	1/2 Page
Malaysia/International	Newsweek Asia	1	20,451	English	1/2 Page
Malaysia/International	International Herald Tribune	1	2,778	English	1/8 Page
Malaysia/International	Wall Street Journal - Global	1	6,067	English	1/8 Page
Malaysia/International	Financial Times	1	1,759	English	1/8 Page
Malaysia/International	USA Today - Global	1	138	English	1/8 Page

\*Circulation figures provided by media representatives.  
 \*\*Some Unit Size unconfirmed and subject to change.

Target Adults in Kuala Lumpur  
 Reach: 75%  
 Average Frequency: 1.8  
 Source: PAX Fall 2008

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Country	Publication	Insertions	Circulation	Language	Unit Size
South Korea	Chosun Ilbo	2	2,688,700	Korean	1/8 Page
South Korea	Maeil Business	1	750,000	Korean	1/8 Page
South Korea	DongA Ilbo	2	2,450,000	Korean	1/8 Page
South Korea	JoongAng Ilbo	2	1,880,000	Korean	1/8 Page
South Korea	Korea Economic Daily	1	1,000,000	Korean	1/8 Page
South Korea	Maekyung Economy	1	128,000	Korean	1/8 Page
South Korea	Choojeon Chosun	1	130,000	Korean	1/8 Page
South Korea/International	International Herald Tribune	1	20,033	English	1/8 Page
South Korea/International	Wall Street Journal - Global	1	7,808	English	1/8 Page
South Korea/International	USA Today - Global	1	670	English	1/8 Page

\*Circulation figures provided by media representatives.

\*\*Some Unit Sizes unconfirmed and subject to change.

Target: Adults In Seoul  
 Reach: 69%  
 Average Frequency: 2.9  
 Source: PAX Fall 2006

Chosun Ilbo  
 JoongAng Ilbo  
 Korea Economic Daily  
 Maekyung Economy  
 Choojeon Chosun



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Country	Publication	Frequency	Circulation*	Language	Unit Size
Switzerland	Le Matin Dimanche	1	278,024	European French	1/4 Page
Switzerland	24 Heures (ed. locale)	1	88,316	European French	1/4 Page
Switzerland	L'Hebdo	1	44,870	European French	1/2 Page
Switzerland	The Top Ticino (combo) - Corriere del Ticino - La Repubblica Ticino - Giornale del Podere	1	88,804	Italian	1/4 Page
Switzerland	Blick	1		German	1/4 Page
Switzerland	Façon	1	73,140	German	1/2 Page
Switzerland	Motopool (combo) - Tages Anzeiger (Zürich) - Basler Zeitung (Basel) - Badener Zeitung (Basel)	1	587,182	German	1/4 Page
Switzerland	Neue Zürcher Zeitung	1	148,789	German	1/4 Page
Switzerland	Neue Luzerner Zeitung	1	TBD	German	1/4 Page
Switzerland	Sonntags NZZ	1	TBD	German	1/4 Page
Switzerland	Sonntags Blick	1	280,880	German	1/4 Page
Switzerland	Sonntags Zeitung	1	201,858	German	1/4 Page
Switzerland/International	Time Magazine - EMEA	1	11,808	English	1/2 Page
Switzerland/International	Newsweek - EMEA	1	4,104	English	1/2 Page
Switzerland/International	International Herald Tribune	1	8,888	English	1/2 Page
Switzerland/International	The Wall Street Journal - Europe	1	4,387	English	1/2 Page
Switzerland/International	Financial Times	1	8,195	English	1/2 Page
Switzerland/International	USA Today - Global	1	1,459	English	1/2 Page
<b>Total</b>		<b>16</b>	<b>1,722,929</b>		

\*Circulation figures provided by media representatives.  
\*Some U.S. dollar equivalents are subject to change.

Primary Target: Business/Outgo  
Reach: 84%  
Average Frequency: 2.8  
Source: MA Leader

Secondary Target: Adults  
Reach: 70%  
Average Frequency: 4.8  
Source: BACH Base 2007-1

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Country	Publication	Insertions	Circulation*	Language	Unit Size
Taiwan	China Times	3	Traditional Chinese	1,950,000	1/8 Page
Taiwan	United Daily News	1	Traditional Chinese	TBD	1/8 Page
Taiwan	United Evening News	2	Traditional Chinese	TBD	1/8 Page
Taiwan	Commercial Times	1	Traditional Chinese	360,000	1/8 Page
Taiwan	Economic Daily News	1	Traditional Chinese	368,000	1/8 Page
Taiwan	Liberty Times	1	English	TBD	1/8 Page
Taiwan	China Post	1	English	280,000	1/8 Page
Taiwan/International	Time Asia	1	English	12,648	1/2 Page
Taiwan/International	Newsweek Asia	1	English	8,964	1/2 Page
Taiwan/International	International Herald Tribune	1	English	2,951	1/8 Page
Taiwan/International	Wall Street Journal - Global	1	English	4,271	1/8 Page
Taiwan/International	Financial Times	1	English	886	1/8 Page
Taiwan/International	USA Today - Global	1	English	413	1/8 Page

\*Circulation figures provided by media representatives.

\*Some Unit Sizes unconfirmed and subject to change.

Target: Adults in Taipei  
 Reach: 70%  
 Average Frequency: 2.8  
 Source: FAX Fall 2006

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Country	Publication	Issues	Circulation	Language	Print Size
United Kingdom	Daily Mail	2	2,408,001	English	1/8 Page
United Kingdom	The Daily Telegraph	2	834,341	English	1/8 Page
United Kingdom	Financial Times (UK and ROI edition)	1	138,886	English	1/8 Page
United Kingdom	The Times	2	839,847	English	1/8 Page
United Kingdom	The Sunday Times	2	1,397,184	English	1/8 Page
United Kingdom	The Economist	2	170,038	English	Full Page
United Kingdom	The Guardian	2	988,238	English	1/8 Page
United Kingdom	The Sun	2	3,387,472	English	1/8 Page
United Kingdom	Mail on Sunday	2	2,268,460	English	1/8 Page
United Kingdom	News of the World	2	8,308,111	English	1/8 Page
United Kingdom	Radio Times	2	1,070,042	English	Full Page
United Kingdom	What's on TV	2	1,688,621	English	Full Page
United Kingdom/International	Time Magazine - EMEA	1	139,105	English	1/2 Page
United Kingdom/International	NewsWeek - EMEA	1	39,353	English	1/2 Page
United Kingdom/International	International Herald Tribune	1	11,042	English	1/8 Page
United Kingdom/International	The Wall Street Journal - Europe	1	16,292	English	1/8 Page
United Kingdom/International	USA Today - Global	1	6,303	English	1/8 Page
<b>Total</b>		<b>28</b>	<b>17,982,574</b>		

\*Circulation figures provided by media representatives.  
 \*Some UK Sites unconfirmed and subject to change.

Primary Target: Business/Cargo  
 Reach: 71%  
 Average Frequency: 3.3  
 Source: British Business Survey 2005

Secondary Target: Adults  
 Reach: 68%  
 Average Frequency: 2.8  
 Survey: NRS 2007

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Country	Publication	Insertions	Circulation*	Unit Size
United States	Parade	1	32,400,000	2/6 Page
United States	USA Weekend	1	23,442,892	2/6 Page
United States	American Profile	1	8,000,000	1/4 Page
United States	People	2	3,823,604	1/2 Page
United States	Newsweek	1	3,142,281	1/2 Page
United States	Readers Digest	1	10,094,288	Full Page
United States	Jet	1	936,761	Full Page
United States	Vista	1	868,848	1/2 Page
United States	USA Today	1	2,194,787	1/8 Page
United States	Wall Street Journal	1	2,048,235	1/8 Page
United States	New York Times	1	1,088,798	1/8 Page
United States/International	International Herald Tribune	1	4,125	1/8 Page
United States/International	Financial Times	1	136,040	1/8 Page
<b>Magazine Total</b>			<b>88,971,547</b>	

\* Source: SRDS March 2007 on line.

Primary Target: Business/Cargo  
 National U.S. Reach: 81%  
 Average Frequency: 2.13  
 Source: MRI Doublebase 2006/Business-to-Business

Secondary Target: Adults  
 National U.S. Reach: 74%  
 Average Frequency: 1.99  
 Source: MRI Doublebase 2006

WSJ, NYT and USA Today are included in both reach percentages, but are part of global plan pricing  
 Black Enterprise, Jet, Ebony and Esencia are only measured in the Adults 18+ reach.  
 People en Espagnol, Vista and RD Salsocriés are not measured in either reach program.



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Tier 2

Tier 2	Israel	Ha'Aratz/International Herald Tribune	Hebrew/English	382,000
Tier 2	Israel	The Jerusalem Post	Hebrew	78,000
Tier 2	Israel/International	Newsweek EMEA	English	6,788
Tier 2	Israel/International	International Herald Tribune	English	7,501
Tier 2	Israel/International	Wall Street Journal/Global	English	181
Tier 2	Israel/International	Financial Times	English	175
Tier 2	Israel/International	USA Today - Global	English	88
Tier 2	Mexico	Profuma*	Latin American Spanish	148,704
Tier 2	Mexico	El Universal	Latin American Spanish	182,478
Tier 2	Mexico	Diario Cinco	Latin American Spanish	812,000
Tier 2	Mexico	El Financiero	Latin American Spanish	628,000
Tier 2	Mexico/International	Financial Times	English	237
Tier 2	Netherlands	The Netherlands Group	Dutch	1,000,000
Tier 2	Netherlands	De Telegraaf	Dutch	897,204
Tier 2	Netherlands	Algemeen Dagblad	Dutch	822,650
Tier 2	Netherlands	De Volkskrant	Dutch	228,687
Tier 2	Netherlands	NRC Handelsblad	Dutch	208,068
Tier 2	Netherlands	Het Financieel Dagblad	Dutch	68,208
Tier 2	Netherlands/International	Time EMEA	English	19,651
Tier 2	Netherlands/International	Newsweek EMEA	English	3,432
Tier 2	Netherlands/International	International Herald Tribune	English	7,610
Tier 2	Netherlands/International	Wall Street Journal/Global	English	6,870
Tier 2	Netherlands/International	Financial Times	English	6,852
Tier 2	Netherlands/International	USA Today - Global	English	4,200
Tier 2	Peru	El Comercio**	Latin American Spanish	60,000
Tier 2	Peru	Gesloca	Latin American Spanish	22,000
Tier 2	Peru	Peru 24	Latin American Spanish	70,000
Tier 2	Peru/International	Newsweek/Latin America	English	443
Tier 2	Peru/International	Financial Times	English	8
Tier 2	Portugal	Diario de Noticias	European Portuguese	65,000
Tier 2	Portugal	Jornal de Noticias	European Portuguese	97,122
Tier 2	Portugal	Público	European Portuguese	58,210
Tier 2	Portugal	Expresso	European Portuguese	188,227
Tier 2	Portugal	Capital Da Manhã	European Portuguese	101,508
Tier 2	Portugal	Diário Económico	European Portuguese	78,857
Tier 2	Portugal/International	Time EMEA	English	7,326
Tier 2	Portugal/International	Newsweek EMEA	English	1,650
Tier 2	Portugal/International	International Herald Tribune	English	665
Tier 2	Portugal/International	Wall Street Journal/Global	English	352
Tier 2	Portugal/International	Financial Times	English	2,978
Tier 2	Portugal/International	USA Today - Global	English	104
Tier 2	Russia	Argumenty i Sobytiya (Russian Edition)	Russian	5,680,220
Tier 2	Russia	Dobrye Novosti/Sobit	Russian	28,000
Tier 2	Russia	Kommersant Daily (national ed.)	Russian	117,560
Tier 2	Russia	Vedomosti**	Russian	68,700
Tier 2	Russia/International	Newsweek EMEA	English	1,068
Tier 2	Russia/International	Wall Street Journal/Global	English	150
Tier 2	Russia/International	Financial Times	English	1,219
Tier 2	Russia/International	USA Today - Global	English	134
Tier 2	Singapore	The Straits Times	English	491,000
Tier 2	Singapore	The Business Times	English	28,888
Tier 2	Singapore	Lianhe Zaobao	Traditional Chinese	241,000
Tier 2	Singapore/International	Time Asia	English	88,528
Tier 2	Singapore/International	Newsweek Asia	English	24,040
Tier 2	Singapore/International	International Herald Tribune	English	9,844
Tier 2	Singapore/International	Wall Street Journal/Global	English	11,888
Tier 2	Singapore/International	Financial Times	English	7,228
Tier 2	Singapore/International	USA Today - Global	English	1,248
Tier 2	South Africa	Bushidazi**	English	204,293
Tier 2	South Africa	Business**	English	180,000
Tier 2	South Africa	Rapport**	Afrikaans	388,702
Tier 2	South Africa	Capo Africa	English	72,184
Tier 2	South Africa	Day News	English	64,870
Tier 2	South Africa	Die Volksblad	Afrikaans	81,828
Tier 2	South Africa	Daily Dispatch	English	81,918
Tier 2	South Africa/International	Time EMEA	English	56,748
Tier 2	South Africa/International	Newsweek EMEA	English	4,638
Tier 2	South Africa/International	Wall Street Journal/Global	English	15
Tier 2	South Africa/International	Financial Times	English	4,094
Tier 2	South Africa/International	USA Today - Global	English	7
Tier 2	Spain	El País	European Spanish	555,018
Tier 2	Spain	El Mundo	European Spanish	800,000
Tier 2	Spain	RDD	European Spanish	242,712
Tier 2	Spain	La Vanguardia	European Spanish	194,208

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Tier 2

Tier 2	Spain	Cinco Días	European Spanish	120,000
Tier 2	Spain/International	Time EMEA	English	45,250
Tier 2	Spain/International	Newsweek EMEA	English	6,225
Tier 2	Spain/International	International Herald Tribune	English	9,210
Tier 2	Spain/International	Wall Street Journal/Global	English	9,498
Tier 2	Spain/International	Financial Times	English	5,182
Tier 2	Spain/International	USA Today - Global	English	857
Tier 2	Sweden	Aftonbladet	Swedish	415,500
Tier 2	Sweden	Dagens Nyheter (Stockholm)	Swedish	391,800
Tier 2	Sweden	Expressen	Swedish	378,800
Tier 2	Sweden	Göteborgs Posten	Swedish	242,700
Tier 2	Sweden	Svenska Dagbladet	Swedish	164,500
Tier 2	Sweden/International	Time EMEA	English	17,443
Tier 2	Sweden/International	Newsweek EMEA	English	4,057
Tier 2	Sweden/International	International Herald Tribune	English	2,677
Tier 2	Sweden/International	Wall Street Journal/Global	English	2,911
Tier 2	Sweden/International	Financial Times	English	4,825
Tier 2	Sweden/International	USA Today - Global	English	223
Tier 2	Thailand	Their Rath	Thai	1,000,000
Tier 2	Thailand	Khao-Sad	Thai	600,000
Tier 2	Thailand	Bangkok Post	English	1100
Tier 2	Thailand/International	Time Asia	English	11,857
Tier 2	Thailand/International	Newsweek Asia	English	11,659
Tier 2	Thailand/International	International Herald Tribune	English	9,472
Tier 2	Thailand/International	Wall Street Journal/Global	English	7,415
Tier 2	Thailand/International	Financial Times	English	403
Tier 2	Thailand/International	USA Today - Global	English	578
Tier 2	Turkey	Hürriyet	Turkish	550,000
Tier 2	Turkey	Sabah	Turkish	100,000
Tier 2	Turkey	Çirya	Turkish	45,000
Tier 2	Turkey/International	Time EMEA	English	2,842
Tier 2	Turkey/International	Newsweek EMEA	English	3,498
Tier 2	Turkey/International	International Herald Tribune	English	881
Tier 2	Turkey/International	Wall Street Journal/Global	English	623
Tier 2	Turkey/International	Financial Times	English	825
Tier 2	Turkey/International	USA Today - Global	English	127

Tier 3

Tier 3	Argentina	La Nación**	Latin American Spanish	166,997
Tier 3	Argentina/International	Newsweek/Latin America	English	254
Tier 3	Argentina/International	Financial Times	English	62
Tier 3	Australia	Sunday Telegraph	English	684,072
Tier 3	Australia	The Sunday Herald-Sun (Melbourne)	English	613,000
Tier 3	Australia	Sunday Mail (Sydney)	English	180
Tier 3	Australia/International	Time/South Pacific	English	79,282
Tier 3	Australia/International	International Herald Tribune	English	95
Tier 3	Australia/International	Wall Street Journal/Global	English	977
Tier 3	Australia/International	Financial Times	English	2,989
Tier 3	Australia/International	USA Today - Global	English	145
Tier 3	Cameroon	Phoenix Point Post	English	5,000
Tier 3	Czech Republic	Blask	Czech	448,828
Tier 3	Czech Republic/International	Time EMEA	English	1,018
Tier 3	Czech Republic/International	Newsweek EMEA	English	1,451
Tier 3	Czech Republic/International	International Herald Tribune	English	2,322
Tier 3	Czech Republic/International	Wall Street Journal/Global	English	218
Tier 3	Czech Republic/International	Financial Times/Europe	English	2,268
Tier 3	Czech Republic/International	USA Today - Global	English	840
Tier 3	Denmark	Bornhøvske Tidende	Danish	166,178
Tier 3	Denmark/International	Time EMEA	English	6,494
Tier 3	Denmark/International	Newsweek EMEA	English	8,143
Tier 3	Denmark/International	International Herald Tribune	English	4,984
Tier 3	Denmark/International	Wall Street Journal/Global	English	500
Tier 3	Denmark/International	Financial Times	English	5,271
Tier 3	Denmark/International	USA Today - Global	English	678
Tier 3	Ecuador**		Latin American Spanish	93,500
Tier 3	Ecuador/International	Newsweek/Latin America	English	288
Tier 3	Ecuador/International	Financial Times	English	2
Tier 3	Ethiopia	The Ethiopian Herald	English	7,000
Tier 3	Ethiopia/International	Newsweek	English	802
Tier 3	Finland	Helsingin Sanomat	Finnish	588,387
Tier 3	Finland/International	Time EMEA	English	7,828
Tier 3	Finland/International	Newsweek EMEA	English	2,780

USA

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Tier 2

Tier 3	Finland/International	International Herald Tribune	English	1,163
Tier 3	Finland/International	Wall Street Journal/Global	English	140
Tier 3	Finland/International	Financial Times	English	2,778
Tier 3	Finland/International	USA Today - Global	English	84
Tier 3	Ghana	To Vima	Greek	227,072
Tier 3	Greece/International	Time EMEA	English	8,800
Tier 3	Greece/International	Newsweek EMEA	English	2,826
Tier 3	Greece/International	International Herald Tribune	English	4,180
Tier 3	Greece/International	Wall Street Journal/Global	English	316
Tier 3	Greece/International	Financial Times	English	1,001
Tier 3	Greece/International	USA Today - Global	English	456
Tier 3	Guatemala	Siglo Veintiuno	Latin American Spanish	27,000
Tier 3	Guatemala/International	Newsweek Latin America	English	217
Tier 3	Hungary	Metro	Hungarian	602,000
Tier 3	Hungary/International	Time EMEA	English	1,229
Tier 3	Hungary/International	Newsweek EMEA	English	2,801
Tier 3	Hungary/International	International Herald Tribune	English	894
Tier 3	Hungary/International	Wall Street Journal/Global	English	330
Tier 3	Hungary/International	Financial Times	English	1,078
Tier 3	Hungary/International	USA Today - Global	English	847
Tier 3	Indonesia/Asia	Kompas	Bahasa Indonesia	500,000
Tier 3	Indonesia/International	Time Asia	English	5,292
Tier 3	Indonesia/International	Newsweek Asia	English	5,058
Tier 3	Indonesia/International	International Herald Tribune	English	3,317
Tier 3	Indonesia/International	Wall Street Journal/Global	English	5,178
Tier 3	Indonesia/International	Financial Times	English	171
Tier 3	Korea	Daeyun	English	220,000
Tier 3	Korea/International	Time EMEA	English	2,041
Tier 3	Korea/International	Newsweek EMEA	English	1,808
Tier 3	Korea/International	Financial Times	English	84
Tier 3	Korea/International	USA Today - Global	English	8
Tier 3	Luxembourg	Luxemburger Wort	German	86,118
Tier 3	Luxembourg/International	Newsweek EMEA	English	302
Tier 3	Luxembourg/International	International Herald Tribune	English	721
Tier 3	Luxembourg/International	Wall Street Journal/Global	English	367
Tier 3	Luxembourg/International	Financial Times	English	1,444
Tier 3	Luxembourg/International	USA Today - Global	English	88
Tier 3	Madagascar	Le Mail	French	30,000
Tier 3	Madagascar/International	Time EMEA	English	622
Tier 3	Madagascar/International	Newsweek EMEA	English	1,003
Tier 3	Madagascar/International	Financial Times	English	89
Tier 3	New Zealand	Dominion Post	English	98,328
Tier 3	New Zealand	New Zealand Herald	English	185,881
Tier 3	New Zealand/International	Financial Times	English	71
Tier 3	New Zealand/International	Time EMEA	English	28,559
Tier 3	New Zealand/International	Wall Street Journal/Global	English	10
Tier 3	Nicaragua	La Prensa	Latin American Spanish	38,558
Tier 3	Nicaragua/International	Newsweek Latin America	English	128
Tier 3	Nicaragua/International	Financial Times	English	1
Tier 3	Nigeria	The Guardian	English	120,000
Tier 3	Nigeria/International	Time EMEA	English	2,788
Tier 3	Nigeria/International	Newsweek EMEA	English	1,229
Tier 3	Nigeria/International	Wall Street Journal/Global	English	9
Tier 3	Nigeria/International	Financial Times	English	40
Tier 3	Norway	Aftenbladet	Norwegian	249,503
Tier 3	Norway/International	Time EMEA	English	12,188
Tier 3	Norway/International	Newsweek EMEA	English	12,328
Tier 3	Norway/International	International Herald Tribune	English	1,428
Tier 3	Norway/International	Wall Street Journal/Global	English	848
Tier 3	Norway/International	Financial Times	English	1,477
Tier 3	Norway/International	USA Today - Global	English	49
Tier 3	Pakistan	Dawn	English	184,000
Tier 3	Pakistan	Nyasa-Ahwal	Urdu	578,000
Tier 3	Pakistan/International	Time Asia	English	10,714
Tier 3	Pakistan/International	Newsweek Asia	English	7,988
Tier 3	Pakistan/International	International Herald Tribune	English	117
Tier 3	Pakistan/International	Wall Street Journal/Global	English	47
Tier 3	Pakistan/International	Financial Times	English	37
Tier 3	Panama	La Prensa	Latin American Spanish	36,800
Tier 3	Panama	Financial Times	English	
Tier 3	Panama/International	Newsweek Latin America	English	295
Tier 3	Poland	Prasa	English	250,000
Tier 3	Poland/International	Time Asia	English	84,157



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Tier 2

Tier 3	Philippines/International	Newsweek Asia	English	22,178
Tier 3	Philippines/International	International Herald Tribune	English	9,498
Tier 3	Philippines/International	Wall Street Journal/Global	English	9,890
Tier 3	Philippines/International	Financial Times	English	814
Tier 3	Philippines/International	USA Today - Global	English	608
Tier 3	Poland	Gazeta Wyborcza	Polish	470,000
Tier 3	Poland/International	Time EMEA	English	8,728
Tier 3	Poland/International	Newsweek EMEA	English	4,498
Tier 3	Poland/International	International Herald Tribune	English	375
Tier 3	Poland/International	Wall Street Journal/Global	English	1,978
Tier 3	Poland/International	Financial Times	English	1,957
Tier 3	Poland/International	USA Today - Global	English	108
Tier 3	Romania	Eveningul Zilei	Romanian	71,621
Tier 3	Romania/International	Time EMEA	English	490
Tier 3	Romania/International	Newsweek EMEA	English	483
Tier 3	Romania/International	International Herald Tribune	English	108
Tier 3	Romania/International	Wall Street Journal/Global	English	61
Tier 3	Romania/International	Financial Times	English	960
Tier 3	Romania/International	USA Today - Global	English	19
Tier 3	Saudi Arabia	Arabia Al-Ahram	Arabic	243,482
Tier 3	Saudi Arabia/International	Time EMEA	English	1,651
Tier 3	Saudi Arabia/International	Newsweek EMEA	English	1,224
Tier 3	Saudi Arabia/International	International Herald Tribune	English	749
Tier 3	Saudi Arabia/International	Wall Street Journal/Global	English	88
Tier 3	Saudi Arabia/International	Financial Times	English	86
Tier 3	Saudi Arabia/International	USA Today - Global	English	89
Tier 3	Sri Lanka	Sunday Lankadeepa	Sinhala	895,000
Tier 3	Sri Lanka/International	Time Asia	English	4,120
Tier 3	Sri Lanka/International	Newsweek Asia	English	1,974
Tier 3	Sri Lanka/International	International Herald Tribune	English	108
Tier 3	Sri Lanka/International	Wall Street Journal/Global	English	68
Tier 3	Ukraine	New Vision	English	45,000
Tier 3	Ukraine/International	Newsweek EMEA	English	80
Tier 3	United Arab Emirates	Khalifa Times	English	180
Tier 3	United Arab Emirates	Al Bayan	Arabic	700,000
Tier 3	United Arab Emirates/International	Time EMEA	English	2,089
Tier 3	United Arab Emirates/International	Newsweek EMEA	English	821
Tier 3	United Arab Emirates/International	Wall Street Journal/Global	English	243
Tier 3	United Arab Emirates/International	Financial Times	English	1,497
Tier 3	United Arab Emirates/International	USA Today - Global	English	108
Tier 3	Venezuela	El Nacionalista	Latin American Spanish	65,000
Tier 3	Venezuela/International	Newsweek Latin America	English	1,754
Tier 3	Vietnam	Hanoi Nhan-Dan	Vietnamese	80,000
Tier 3	Vietnam/International	Asia Asia	English	749
Tier 3	Vietnam/International	Newsweek Asia	English	2,512
Tier 3	Vietnam/International	Wall Street Journal/Global	English	278
Tier 3	Vietnam/International	Financial Times	English	85

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Country	Publication	Frequency	Copies	Circulation	Language	Unit Size
International	Time (EMEA Edition-Incl. Latin America)	1	525,000		English	1/2 Page
International	Time (Asia Edition)	1	230,000		English	1/2 Page
International	Time (South Pacific)	1	114,337		English	1/2 Page
International	Newsweek (EMEA, Asia and Latin America editions)	1	572,402		English	1/2 Page
U.S./International	Wall Street Journal (Global) Tu, Th & Fr	1	1,881,842		English	1/8 Page (US) 1/4 Page (Int'l)
U.S./International	Wall Street Journal Americas**	1	1,230,171		Spanish/Latin American Portuguese	1/4 Page
U.S./International	NY Times/Int'l Herald Tribune combo	1	1,328,980		English	1/8 Page
U.S./International	Financial Times (World Edition)	1	447,108		English	1/8 Page
U.S./International	USA Today (Global: US, Europe, Asia) (Mon-Thurs)	1	2,254,787		English	1/8 Page
Germany/International	Lufthansa Magazin	1	320,000		European German/English	1/2 Page
Germany/International	Lufthansa Exclusive	1	280,000		European German	1/2 Page
Total			9,234,727			

\* Source: SRDS March 2007 on file.

\*\*Not in circulation in the following countries: Argentina, Brazil, Chile, Colombia, Ecuador, Guatemala, Mexico, Nicaragua, Panama, Peru, Venezuela  
NOTE: U.S. edition of Newsweek is included on the US sheet.

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*Trade/Business Internet Websites*

Website	URL	Language	Estimated Impressions	Unit Size
Quick Caller Online	<a href="http://www.quickcalleronline.com">www.quickcalleronline.com</a>	English	TBD	728 x 90 Banner
The International Air Cargo Association	<a href="http://www.iata.com">www.iata.com</a>	English	TBD	468 x 60 Banner

*U.S. Websites*

Website	URL	Language	Estimated Impressions	Unit Size
AOL	<a href="http://www.aol.com">www.aol.com</a>	English	6,668,667	728 x 90 Banner
Weather	<a href="http://www.weather.com">www.weather.com</a>	English	1,250,000	300 x 250 Banner
<b>Total</b>			<b>7,918,667</b>	

\* Impressions cannot be estimated, dependant on how many times a Keyword is entered during the campaign.



## Schedule E

### AIR CARGO CLASS ACTION PLAN OF DISSEMINATION CATHAY AND DISTRIBUTION PROTOCOL NOTICE OF HEARING

The Notices of Hearing shall be distributed in the following manner:

#### Publication Notice:

1. The publication Notice of Hearing shall be published once in the following newspapers, in either English or French as is appropriate for each newspaper, subject to each having reasonable publication deadlines and costs:
  - (a) The Globe and Mail (National Edition);
  - (b) Le Journal de Montreal; and
  - (c) Le Soleil.

#### Abbreviated Notice

2. The abbreviated Notice of Hearing, in English or French, as applicable, shall be sent by direct mail to any persons included on the Claims Administrator's Class Members List maintained for the purposes of the Canadian Air Cargo Proceedings; and
3. The abbreviated Notice of Hearing shall be sent to the following trade organizations, in English or French, as applicable, with a request that the trade organization forward the Notice to its members:
  - (a) Freight Management Association of Canada/Association Canadienne de Gestion du Fret (in French and English);
  - (b) European Shippers' Council;
  - (c) Asian Shippers' Council;
  - (d) Korean Shippers' Council;
  - (e) Philippine Shippers' Bureau;
  - (f) Hong Kong Shippers' Council;
  - (g) Global Shippers' Forum;
  - (h) Indonesia Shippers' Council;

- (i) Malaysia National Shippers' Council;
- (j) Singapore National Shippers' Council;
- (k) Thai National Shippers' Council;
- (l) South African Shippers' Council; and
- (m) National Shippers Strategic Transportation Council (NASSTRAC).

Online Notice

- 4. A banner advertisement shall be published for a one-month period on the Air Cargo Week website ([www.aircargoweek.com](http://www.aircargoweek.com)), subject to reasonable placement deadlines and costs; and
- 5. An advertisement shall be published in the Payload Asia eNewsletter.

Long-form Notice

- 6. The long-form Notice of Hearing shall be posted in English and French by Class Counsel on Class Counsel's respective websites;
- 7. The long-form Notice of Hearing shall be posted in English and French by the Claims Administrator on a website established for the purposes of the litigation: [www.aircargosettlement2.com](http://www.aircargosettlement2.com); and
- 8. The long-form Notice of Hearing, in English or French, as applicable, shall be provided by Class Counsel or the Claims Administrator to any person who requests it.

No. S067490  
Vancouver Registry

In The Supreme Court of British Columbia

Between:

**KAREN MCKAY**

and:

Plaintiff

**AIR CANADA, AC CARGO LIMITED PARTNERSHIP,  
SOCIÉTÉ AIR FRANCE, KONINKLIJKE LUCHTVAART  
MAATSCHAPPIJ N.V., ASIANA AIRLINES INC., BRITISH  
AIRWAYS PLC, CATHAY PACIFIC AIRWAYS LTD.,  
DEUTSCHE LUFTHANSA AG, LUFTHANSA CARGO AG,  
SWISS INTERNATIONAL AIR LINES LTD., JAPAN  
AIRLINES INTERNATIONAL CO., LTD., KOREAN AIR  
LINES CO., LTD., SCANDINAVIAN AIRLINES SYSTEM  
CARGOLUX AIRLINES INTERNATIONAL S.A., LAN  
AIRLINES S.A, LAN CARGO S.A., ATLAS AIR  
WORLDWIDE HOLDINGS INC., POLAR AIR CARGO INC.,  
SINGAPORE AIRLINES LTD., SINGAPORE AIRLINES  
CARGO PTE LIMITED AND QANTAS AIRWAYS LIMITED.**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

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**ORDER MADE AFTER APPLICATION**

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via Mike Bike