

CANADA

SUPERIOR COURT

(Class Action)

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

BARRY NASHEN

Representative Plaintiff

N° : 500-06-001075-205

-vs-

STATION MONT TREMBLANT SOCIÉTÉ EN
COMMANDITE

and

ALTERRA MOUNTAIN COMPANY

Defendants

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and among the Representative Plaintiff, Barry Nashen, on behalf of himself and the Settlement Class Members, and Defendants Station Mont Tremblant, Société en Commandite and Alterra Mountain Company (collectively "**Station Mont Tremblant**"), and resolves the Action. Subject to Court approval as required by the *Code of Civil procedure*, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement and upon the issuance by the Court of a Final Judgement Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein.

RECITALS

- A. **WHEREAS** on June 8, 2020, the Representative Plaintiff filed an Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff against Defendants (the "**Application for Authorization**") which asserted claims under the *Consumer Protection Act, CQLR, c. P-40.1*, claiming a refund of a portion of their 2019-2020 "Tonik" ski pass for Station Mont Tremblant;
- B. **WHEREAS** on March 23, 2022 the Court of Appeal of Quebec overturned the Superior Court judgment initially dismissing the class action and authorized the class action and designated Mr. Nashen as the Representative Plaintiff of the following class:

All consumers who purchased a 2019-2020 “Tonik” ski pass for Mont-Tremblant, including persons who also purchased the “Privilege Bundle” / “Tonik Forfait de privilèges” add-on (the “**Settlement Class**”).

- C. **WHEREAS** the Parties participated to a Settlement Conference, before Justice Louisa Arcand on July 7, 2022;
- D. **WHEREAS** the Parties have reached the resolution set forth in this Settlement Agreement, providing for, *inter alia*, the settlement of the Action between and among the Representative Plaintiff, on behalf of himself and the Settlement Class Members, and Station Mont Tremblant and Alterra Mountain Company on the terms and subject to the conditions set forth below;
- E. **WHEREAS** the Parties have determined that a Settlement of the Action on the terms reflected in this Settlement Agreement is fair, reasonable, and in the best interests of the Parties and the Settlement Class;
- F. **WHEREAS** Station Mont Tremblant denies the allegations made by the Representative Plaintiff in this Action, has not conceded or admitted, shall not be deemed to have conceded or admitted, and expressly denies any liability, including any liability for monetary compensation or compensation in kind to the Settlement Class;
- G. **WHEREAS** the Parties, to avoid a judgment being rendered on the merits of the Action and to avoid any uncertainty as to the judgment that could be rendered, have concluded that it is desirable that the claims in the Action be settled, without admission, on the terms reflected in this Settlement Agreement;
- H. **WHEREAS** the Parties agree that the most effective method to notify the Settlement Class Members is directly via the email address on record with Station Mont Tremblant, or alternatively, if no email address is on record, by mail;

NOW THEREFORE, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants and agreements contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be settled and terminated as between the Representative Plaintiff and the Settlement Class Members on the one hand, and Station Mont Tremblant on the other hand, as detailed herein.

1. DEFINITIONS

- 1.1 As used in this Settlement Agreement and the attached Schedules, the following terms shall have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise:

- (i) **“Action”** means the class action of *Barry Nashen v. Station Mont Tremblant Société en Commandite and Alterra Mountain Company* (SC: 500-06-001075-205).
- (ii) **“Agreement”** means this Settlement Agreement, including all schedules attached hereto.
- (iii) **“Award Amount”** means \$383,438.99, being the amount of Station Mont Tremblant’s monetary obligations under this Agreement and inclusive of capital, interest, additional indemnity, taxes, legal fees, disbursements and costs of all kinds.
- (iv) **“Class Counsel”** means LPC Avocat Inc.
- (v) **“Claims Administrator”** means KPMG.
- (vi) **“Class Notice”** or **“Notice”** means the forms of notice to be given to Settlement Class Members informing them that the Action has been authorized and the object of this Settlement. Copies of the proposed Class Notices are attached respectively as **Schedules A** (English) **and B** (French) and will be submitted to the Court for approval.
- (vii) **“Court”** means the Superior Court of Quebec, district of Montreal, in which the Action was filed and where the Parties will seek approval of the Settlement Agreement.
- (viii) **“Defendants”** means Station Mont Tremblant Société en Commandite and Alterra Mountain Company.
- (ix) **“Effective Date”** means:
 - (a) If no appeal is taken from the Final Judgement Approving Settlement, thirty-one (31) Days after the issuance of the notice of judgment for the Final Judgement Approving Settlement; or
 - (b) If an appeal is taken from the final Judgement Approving Settlement, the date on which all appellate rights have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgement Approving Settlement.
- (x) **“Final Approval Hearing”** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement.
- (xi) **“Final Judgment Approving Settlement”** means the Final Judgement Approving Settlement to be rendered by the Court:
 - (a) Approving the Settlement Agreement as fair, adequate, and reasonable;

- (b) Discharging the Released Parties of and from all further liability for the Released Claims;
 - (c) Permanently barring and enjoining the Releasing Parties from instituting, filling, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on their behalf, or in any other capacity of any kind whatsoever, any action in any Court, before any regulatory authority or in any other tribunal, forum or proceeding of any kind against the Released Parties that asserts any Released Claims; and
 - (d) Issuing such other findings and determinations as the Court deems necessary and appropriate to implement the Settlement Agreement.
- (xii) “**Judgment on Class Notice**” means the judgment to be rendered by the Court with respect to the approval of the Class Notice.
 - (xiii) “**Defendants Counsel**” means BLG.
 - (xiv) “**Notice Date**” means the date by which the Class Notice must be sent to Settlement Class Members;.
 - (xv) “**Objection Date**” means the date by which the Settlement Class Members must file with the Court any objections to the Settlement Agreement.
 - (xvi) “**Opt-Out Date**” means the date by which a Request for Exclusion must be filed with the Court in order for a Settlement Class Member to be excluded from the Settlement Class.
 - (xvii) “**Parties**” means the Representative Plaintiff Barry Nashen and Defendants Station Mont Tremblant Société en Commandite and Alterra Mountain Company.
 - (xviii) “**Representative Plaintiff**” means Barry Nashen.
 - (xix) “**Request(s) for Exclusion**” means the written communication that must be filed with the Court and received on or before the Opt-Out Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.
 - (xx) “**Settlement**” means the settlement terms set forth in this Settlement Agreement.
 - (xxi) “**Settlement Class**” and “**Settlement Class Member(s)**” each means All consumers who purchased a 2019-2020 “Tonik” ski pass for Station Mont-Tremblant, including persons who also purchased the “Privilege Bundle” / “Tonik Forfait de privilèges” add-on.

1.2 Other capitalized terms in this Settlement Agreement but not specifically defined in Section 1.1 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

2. NOTICE TO THE SETTLEMENT CLASS

2.1 No later than the Notice Date, the Claims Administrator shall email the Class Notice (Schedules A and B) to the Settlement Class Members.

2.2 No later than 10 days after the Notice Date, the Claims Administrator shall provide Defendants Counsel with a confirmation attesting that the Class Notice was sent to the Settlement Class Members. At or prior to the Final Approval Hearing, Station Mont Tremblant shall provide Class Counsel and the Court with said confirmation.

2.3 The Class Notice as well as all relevant settlement documents shall be posted on a the Claims Administrator's website at www.kpmg.com/ca/actioncollectivetonik and www.kpmg.com/ca/classactiontonik.

2.4 If the Settlement Class Members have any questions, they shall contact the Claims Administrator by email at reglementtonik@kpmg.ca or settlementtonik@kpmg.ca. They may also contact Class Counsel whose contact information is contained in the notice.

2.5 The Class Notice shall also be prominently posted on Class Counsel's website at <https://lpclex.com/tonik/> and the Quebec Class Action Registry.

3. SETTLEMENT RELIEF

3.1 Station Mont Tremblant shall pay to each Settlement Class Member a compensation amount equivalent to 12% of the price they paid for their "2019-2020 Tonik Pass", including taxes, for a total amount to be paid by the Defendants to the Settlement Class Members of \$286,166.21.

3.2 The Claims Administrator will send an email to the Settlement Class Members at their email address on file to inform them of the judgement approving the Settlement. The Settlement Class Members will then have 30 days: a) request a modification of their email address on file to the Claims Administrator for the purposes of receiving their Interac e-transfer; and/or b) request to the Claims Administrator that their payment be made by cheque via postal mail instead of by Interac e-transfer.

3.3 After the 30 days, the Claims Administrator will send all the payments to the Settlement Class Members by Interac e-transfer to their email addresses on file, unless a Settlement Class Member

has requested the modification to their email address on file or has requested a payment by cheque in accordance with section 2.2.

- 3.4 Upon the execution of the Interac e-transfer by the Claims Administrator, the Settlement Class Members will then have 30 days to accept the Interact e-transfer and have the relevant sums deposited in their bank account.
- 3.5 If a Settlement Class Member has not accepted the Interac e-transfer within thirty days after its execution by the Claims Administrator, the relevant sums become part of the balance.
- 3.6 If, six (6) months after its issuance, the cheques addressed to Settlement Class Members have not been cashed-in, the Claims Administrator will not re-issue the cheques and the relevant sums become part of the balance.
- 3.7 To the extent that several Settlement Class Members belong to the same family, household or otherwise purchased their 2019-2020 Tonik Pass in a group, the compensation provided at section 2.4 can be received by one member of the family, household or group. For further clarity, a Settlement Class Member who purchased a 2019-2020 Tonik Pass for someone else, including, but not limited to, members of their family or household, is entitled to obtain a compensation for this purchase.
- 3.8 The Parties agree that the present Settlement Agreement provides for collective recovery of the Settlement Class Members' alleged claims with individual liquidation.
- 3.9 The amount already received by Settlement Class Members as a reimbursement or credit for the 2019-2020 "Tonik" ski pass for the purchase of 2020-2021 ski passes offered by Station Mont Tremblant, including the 2020-2021 Ikon pass, will be taken into account and deducted from the settlement relief.
- 3.10 In the event where there is a remaining balance of the Award Amount after the distribution to the Settlement Class Members and the payment of the disbursements and fees, including class counsel fees and disbursement as provided under subsection 5.1, the parties agree to recommend that said remaining balance, taxes included, be remitted to the Fondation québécoise de la relève en tourisme (FQRT) (allianceturistique.com).

4. OBJECTIONS, REQUESTS FOR EXCLUSION

(a) Objections

- 4.1 Unless otherwise authorized by the Court, any Settlement Class Member who intends to object to the fairness of the Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and sent to Class Counsel and/or Defendants Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, email address, telephone number and, if represented by counsel, the name of his/her counsel; (c) a statement that the objector had purchased 2019-2020 "Tonik" ski pass for Station Mont Tremblant; (d) whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) the grounds supporting the objection; (f) copies of any documents upon which the objection is based; and (g) the objector's signature.
- 4.2 Any Settlement Class Member who files and sends a written objection, as described in the preceding section, may appear at the Final Approval Hearing, either in person or through counsel hired at their expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement.
- 4.3 Unless otherwise authorized by the Court, any Settlement Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments.
- (b) Requests for Exclusion (Opt-Out)**
- 4.4 Any Settlement Class Member may request to be excluded from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class must do so by sending to the clerk of the Superior Court at the Montreal Courthouse and to Class Counsel (by email) a written Request for Exclusion that is received no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Settlement Class Member requesting exclusion, include his or her email and mailing address, and contain a clear request to be excluded from the Settlement Class.
- 4.5 Any Settlement Class Member who does not file a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgement Approving Settlement in the Action.
- 4.6 Any Settlement Class Member who properly requests to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Action; (b) be entitled to receive any amount from this Settlement, or be affected by the Agreement; (c) gain any rights by virtue of the Agreement; and (d) be entitled to object to any aspect of the Agreement.

5. CLASS COUNSEL FEES AND DISBURSEMENTS

- 5.1 Station Mont Tremblant shall pay Class Counsel's fees, to be deducted and paid from the Award Amount, in the agreed upon amount \$69,952.42 plus GST and QST for its extrajudicial fees (totalling \$82,272.78), as well as \$15,000 for disbursements, other expenses and judicial costs, including taxes and any amounts due to the Fonds d'aide aux actions collectives, or any lesser amount approved by the Court. Class Counsel shall provide Station Mont Tremblant with an invoice setting out these amounts. By the Effective Date, Station Mont Tremblant will pay to Class Counsel the amount of Class Counsel's fees and disbursements if and as approved by the Court in the Final Judgment Approving Settlement.
- 5.2 Station Mont Tremblant agrees that the Representative Plaintiff will be entitled to receive a disbursement of up to \$500, which will be deducted from the Award Amount. Station Mont Tremblant shall disburse the sum of up to \$500 (subject to Court approval) to the Representative Plaintiff by the Effective Date.
- 5.3 This Agreement is in no way conditional upon the approval of Class Counsel's fees or the Representative Plaintiff's disbursement by the Court. Any order or proceeding relating to Class Counsel's fees or disbursements, or any appeal from any order relating thereto or reversal or amendment thereof, shall not operate to terminate or cancel the Agreement. Therefore, should the Court refuse to approve the Class Counsel's fees or disbursements, such refusal shall not operate to terminate or cancel the Agreement.
- 5.4 Class Counsel shall be responsible for filing and presenting an application before the Court, at the same time as the Final Approval Hearing or subsequent thereto, requesting approval of the payment of its fees and disbursements. Station Mont Tremblant shall take no position with regards to this part of the application to the extent that Class Counsel's application, other than that it has agreed to pay these amounts.
- 5.5 In consideration for the payment of legal fees, extrajudicial costs, expert fees, and disbursements above, Class Counsel will not claim any other fee or disbursement from Station Mont Tremblant or from the Settlement Class Members relating to the Action or the Released Claims.

6. RELEASES

- 6.1 The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any court or any forum.

6.2 The following terms have the meanings set forth herein:

- (i) **“Released Claims”** means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could reasonably have been, or in the future might reasonably be asserted by the Representative Plaintiff or Settlement Class Members or the Releasing Parties either in the Action or in any action or proceeding in this Court or in any other court or forum, against the Released Parties, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to legal claims made by the Representative Plaintiff or Settlement Class Members or the Releasing Parties arising out of or relating to the allegations in the Action.
- (ii) **“Released Parties”** means the Defendants, including all of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, subrogees and assigns.
- (iii) **“Releasing Parties”** means the Representative Plaintiff and each and every Settlement Class Member, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents, and assigns, and all those who claim through them or who assert claims for relief on their behalf.

6.3 On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged each of the Released Parties of and from any and all liability for any and all Released Claims.

6.4 On the Effective Date, each of the Released Parties shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Class Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Action, except to enforce terms and conditions contained in this Settlement Agreement.

6.5 The Parties agree that the Superior Court shall retain exclusive and continuing jurisdiction to interpret, apply and enforce the terms, conditions, and obligations under the Settlement Agreement, including managing any ancillary matters that may arise from this Settlement Agreement.

7. FONDS D'AIDE AUX ACTIONS COLLECTIVES (CLASS ACTION FUND IN QUEBEC)

7.1 This Settlement is subject to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* (R.S.Q., c. F-3.2.0.1.1, r. 2), the *Act Respecting the Fonds d'aide aux*

actions collectives (R.S.Q., F-3.2.0.1.1) and the *Code of Civil Procedure* (R.S.Q., c. C-25.01). Any amounts that could be payable to the *Fonds d'aide aux actions collectives* would be deducted from the Award Amount before refunding the Settlement Class Members.

8. FINAL JUDGMENT APPROVING SETTLEMENT

8.1 This Agreement is subject to and conditional upon the issuance by the Court of the Final Judgment Approving Settlement that grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

9. REPRESENTATIONS AND WARRANTIES

9.1 Each of the Defendants represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of the Defendants; and (3) that the Agreement has been duly and validly executed and delivered by the Defendants and constitutes its legal, valid and binding obligation.

9.2 The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered, or expended by Defendants in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

10. NO ADMISSIONS, NO USE

10.1 The Agreement and every stipulation and term contained in it is conditional upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by the Representative Plaintiff, Defendants, any Settlement Class Member or Releasing Party or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by the Representative Plaintiff, Defendants, any Releasing Party or Released Party in the Action or in any other civil,

criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 **Entire Agreement:** The Agreement, including all Schedules hereto, shall constitute the entire agreement among the Parties and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by Class Counsel and Station Mont Tremblant's Counsel and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of Station Mont Tremblant's Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to in writing by all Parties.

11.2 **Governing Law and Jurisdiction:** The Agreement shall be construed under and governed by the laws of the Province of Quebec, Canada, applied without regard to conflict of laws provisions. The Parties hereby submit themselves exclusively to the Courts of the Province of Quebec, District of Montreal, concerning any and all matters related to the interpretation or application of this Agreement.

11.3 **Execution in Counterparts:** The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

11.4 **Notices:** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by email to:

(a) If to Class Counsel:

Mtre. Joey Zukran
jzukran@lpclex.com
276, Saint-Jacques Street, Suite 801
Montréal, Québec, H2Y 1N3

(b) If to the Defendants:

Mtre. Anne Merminod, amerminod@blq.com
Mtre Karine Chênevert, kchenevert@blq.com
1000 De La Gauchetière St. W, Suite 900,
Montréal, QC, Canada H3B 5H4

- 11.5 **Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.
- 11.6 **Binding on Successors:** The Agreement shall be binding upon, and endure to the benefit of the heirs, successors and assigns of the Released Parties.
- 11.7 **Arms' Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto, Defendants Counsel and Class Counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.
- 11.8 **Public Statements:** Representative Plaintiff and Class Counsel shall not solicit interviews by the media and shall not engage in any conduct or make any statement, directly or indirectly, that the settlement of claims contemplated by the agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the class action against Defendants. However, nothing shall limit the ability of Defendants or its successors to make public disclosures, as the applicable laws require or to provide information about the settlement to government officials or its insurers/reinsurers. Class representative, Class Counsel, Defendants, and Defence Counsel may grant unsolicited media interviews and agree to limit their statements to promoting the virtues of the settlement or other statements that are in accordance with the Notices and agreement.
- 11.9 **Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.
- 11.10 **Variance:** In the event of any variance between the terms of this Agreement and any of the Schedules hereto, the terms of this Agreement shall control and supersede the Schedule(s).
- 11.11 **Schedules:** All Schedules to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.
- 11.12 **Modification in Writing:** This Agreement may be amended or modified only by written instrument signed by Class Counsel and Defendants Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

- 11.13 **Integration:** This Agreement represents the entire understanding and agreement among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.
- 11.14 **Retain Jurisdiction:** The Superior Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.
- 11.15 **Language:** The Parties acknowledge that they have required and consented to this Agreement and all related documents be drafted in English. *Les Parties reconnaissent avoir exigé et consentie à ce que la présente convention et tous les documents connexes soient rédigés en anglais.*
- 11.16 **Transaction:** The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the C.C.Q., and the Parties hereby renounce to any errors of fact, of law and/or calculation.
- 11.17 **Recitals:** The recitals to this Agreement are true and form part of the Agreement.
- 11.18 **Authorized Signatures:** Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified above and their law firms.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement as of the date set forth below.

Date: _____

City : _____

Barry Nashen
Representative Plaintiff

Date: _____

City : _____

Mtre. Joey Zukran
LPC Avocat Inc.
Counsel for Representative Plaintiff

Date: _____

City : _____

Representative of Station Mont Tremblant, Société en
Commandite

Date: _____

City : _____

Representative of Alterra Mountain Company

Date: _____

City : _____

Mtre. Anne Merminod, Mtre Karine Chênevert
BLG
Counsel for Defendants