

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

**TANDIA MOLOT, a minor by her litigation guardian, DAWN MOLOT,
DAWN MOLOT, OWEN MUNGY and LUCINDA MUNGY**

Plaintiffs

and

**WORLDSTRIDES CANADA, INC., ARCH INSURANCE CANADA LTD./
ARCH ASSURANCES CANADA LTÉE. and OLD REPUBLIC INSURANCE COMPANY
OF CANADA/L'ANCIENNE REPUBLIQUE, COMPAGNIE D'ASSURANCE DU
CANADA**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

MINUTES OF SETTLEMENT EXECUTED JUNE 27, 2022

WHEREAS, on October 20, 2020, the Plaintiffs commenced an Action, being Court File No. CV-20-00649798-00CP, proposing a class proceeding to advance the claims of persons who entered into contracts with Explorica Canada, Inc. (now, WorldStrides Canada, Inc.) for school trips that were to occur (the “**Trips**”), who also entered into contracts of insurance with any of Arch Insurance Canada Ltd. and/or Old Republic Insurance Company of Canada related to such trips (the “**Trip Insurance**”), and whose Trips were cancelled, but, have not received some or all of the monies owed to them pursuant to the Trip Insurance and/or their contracts with Explorica (now WorldStrides).

AND WHEREAS the proposed representative plaintiffs Tandia Molot, a minor by her litigation guardian Dawn Molot, Dawn Molot, Owen Mungy, and Lucinda Mungy (the “**Plaintiffs**”) and the defendants WorldStrides Canada, Inc. (“**WorldStrides**”) and Old Republic Insurance Company of Canada (“**Old Republic**”) (collectively, the “**Settling Defendants**”) have engaged in arm’s-length settlement discussions and negotiations with the assistance of the Honourable Justice Myers, resulting in this Settlement Agreement;

AND WHEREAS the Plaintiffs and Settling Defendants intend by this Settlement Agreement to achieve a final resolution of the claims asserted or which could have been asserted by the Plaintiffs in this Proceeding as against the Settling Defendants on behalf of the proposed class members in Court File No. CV-20-00649798-00CP whose trips were insured by Old Republic (“**Old Republic Insured Trips**”);

AND WHEREAS the Settling Defendants have made full payments to the Class Members in satisfaction of their Claims in respect of Old Republic Insured Trips with the understanding that said payments were being made in accordance with the terms of this Settlement Agreement, despite the payments being made prior to the Effective Date;

NOW THEREFORE in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, subject to the approval of the Court, the Action be partially settled on the following terms and conditions:

1. This Settlement Agreement is conditional on the Court issuing an order certifying the Action as a class proceeding as against the Settling Defendants (based on the revised Class definition, as defined in paragraph 5 of these Minutes of Settlement), and approving this Settlement Agreement on the terms that follow.
2. The Plaintiffs shall support the terms of this Settlement Agreement and shall take all necessary steps to bring a prompt motion for its approval by the Court.
3. The Settling Defendants agree to support the approval of the terms of this Settlement Agreement by the Court and, in particular, shall not object to the Class Counsel Fees as provided for in this Settlement Agreement.
4. The Parties hereto shall use their best efforts to implement the terms of the settlement outlined in this Settlement Agreement.
5. For the purposes of this Settlement Agreement the following definitions apply:
 - a. **Action, Proceeding** or **Proposed Class Action** means the proposed class proceeding commenced by way of Statement of Claim in the Ontario Superior Court of Justice under Court File No. CV-20-00649798-00CP.
 - b. **Administration Expenses** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable for the approval, implementation, and operation of this Settlement Agreement, including but not limited to the costs of the Claims Dispute Process.

- c. **Approval Date** means the date when the Order received from the Court approving this Settlement Agreement has become a Final Order.
- d. **Class, Class Members, Proposed Class, Settlement Class or Proposed Class Members**, as appropriate means, for the purposes of this Settlement Agreement:

“All persons in Canada who entered into a contract with Explorica for Trip(s) which were to occur any time during the period from January 1, 2020 to the date of certification, who entered into a contract of insurance with Old Republic Insurance Company of Canada related to such Trip(s), whose Old Republic Insured Trip(s) did not occur because of covered reason “O” in the Old Republic policy.”
- e. **Claim or Claims** refer to the amount of money that each Class Member is entitled to receive from the Settling Defendants pursuant to this Settlement Agreement, with that amount being what the Class Member is entitled to for reimbursement for their Old Republic Insured Trip(s) for which they have not received a monetary refund or reimbursement as of the Effective Date, excluding any interest.
- f. **Class Counsel** means Sotos LLP, Curtis Dawe, Adair Goldblatt Bieber LLP, and Samfiru Tumarkin LLP.
- g. **Class Counsel Fees** mean the all-inclusive amount payable by the Settling Defendants to Class Counsel, with such amount being in addition to the Settlement Amounts.
- h. **Defendants** means collectively WorldStrides, Arch, and Old Republic.
- i. **Effective Date** refers to the date on which the last of the Settling Parties executes this Settlement Agreement.
- j. **Final Order** means a final order, judgment or equivalent decree entered by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.
- k. **Independent Claims Adjudicator** means the adjudicator that will finally determine disputes regarding the amount of each Class Member’s Claim, as provided for in the procedure described in the Claims Dispute Protocol attached as Schedule “A” to these Minutes of Settlement. The Settling Parties agree that the Independent Claims Adjudicator shall be agreed to within ten (10) days of a dispute arising, failing which

resolution shall follow paragraph 28 of the Minutes of Settlement. The Settling Parties agree that the Independent Claims Adjudicator may be a mediator listed on the Toronto mandatory mediation roster.

- l. ***Non-Settling Defendants*** means collectively WorldStrides (in respect of non-Old Republic Insured Trips) and Arch.
- m. ***Old Republic*** or ***ORIC*** means Old Republic Insurance Company of Canada.
- n. ***Old Republic Insured Trip(s)*** means the trips that the Class Members contracted for with Explorica Canada, Inc. (now WorldStrides Canada, Inc.) that were to occur during the period from January 1, 2020 to the date of certification, for which Class Members purchased a policy of insurance from Old Republic Insurance Company of Canada, but did not occur because of covered reason “O” in the Old Republic policy.
- o. ***Opt-Out Deadline*** means the last date by which the Class Members must provide notice of their intention to opt-out of this Settlement Agreement in the manner described in Schedule “C” to these Minutes of Settlement. The Opt-Out Deadline will be 35 days from the Approval Date.
- p. ***Plaintiffs*** means collectively Tandia Molot, a minor by her litigation guardian, Dawn Molot, Dawn Molot, Owen Mungy and Lucinda Mungy.
- q. ***Related Action*** means the proposed class proceeding commenced as *Chmielowiec et al v Old Republic Insurance Company of Canada* in the Superior Court of Justice bearing court file No. CV-20-00649709-00CP.
- r. ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers’ fees (including Class Counsel Fees and Class Counsel Disbursements), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that any of the Releasors ever had, now has or hereafter can, shall or may have, relating in any way to any Old Republic Insured Trip(s) (as defined in these Minutes of Settlement) including but not limited to any claims that were or could have been asserted in the Action or the Related Action. However, the Released Claims do not include any claims related to non-Old Republic Insured Trip(s).

- s. **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the Canada Business Corporations Act, RSC 1985, c C-44), partners, joint ventures, franchisees, dealers, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants and the Non-Settling Defendants' present and former direct and indirect parents, owners, subsidiaries, divisions, and affiliates.
- t. **Releasors** means, jointly and severally, 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 a parent, subsidiary, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney heir, executor, administrator, insurer, devisee, assignee, or representative of any kind, other than any person who validly and timely opts out of the Action.
- u. **Settlement Agreement** means these Minutes of Settlement, including all recitals herein and all schedules attached hereto.
- v. **Settlement Amount** or **Settlement Amounts** means the full amount the Class Members are entitled to for reimbursement for the Class Members' Claims that shall be paid by the Settling Defendants to the Class Members, including any amounts paid to any Class Member related to the Claims prior to the Effective Date of this Settlement Agreement.
- w. **Settling Defendants** means collectively WorldStrides Canada, Inc. (in respect of Old Republic Insured Trips(s)) and Old Republic Insurance Company of Canada.
- x. **Settling Parties** means collectively the Plaintiffs and Settling Defendants.
- y. **Trip** or **Trips** means the trips that the Class Members contracted for with Explorica Canada, Inc. (now WorldStrides Canada, Inc.) that were to occur during the period from January 1, 2020 to the date of certification, but did not occur.

6. The Settling Defendants shall pay the Class Members the Settlement Amounts, being the full amount of each Class Member's Claim, without the need for Class Members to make or file any such request.
7. One or both of the Settling Defendants has already or shall itself administer payment of the Settlement Amounts to the Class Members, and shall make such payments:
 - a. directly to each Class Member;
 - b. by cheque or electronic transfer; and
 - c. by no later than fifteen (15) business days from the Effective Date.
8. In the event the Settling Defendants do not have accurate or current contact or repayment information for any Class Member, counsel for the Settling Defendants shall immediately notify Class Counsel. Working cooperatively together, Class Counsel and counsel for the Settling Defendants shall make best efforts to locate accurate contact and/or payment information to facilitate prompt payment of the Settlement Amounts to all Class Members. Nothing in this clause shall limit the ability of the Settling Defendants, or an agent engaged on its behalf, to directly contact a Class Member to seek updated contact information.
9. There shall be a Claims Dispute Protocol, as described in Schedule "A" to these Minutes of Settlement, by which Class Members can dispute the Settlement Amounts paid to them by the Settling Defendants.
10. The Settling Defendants shall pay Class Counsel Fees in the all-inclusive amount of \$300,000 directly to Class Counsel, with such amount being above and beyond the Settlement Amounts. For further clarity, Class Counsel Fees are in addition to, and shall not be deducted from, the Settlement Amounts. Class Counsel agrees that they will not seek recovery of any further fees out of the Settlement Funds or otherwise from the Class Members with respect to the Old Republic Insured Trips. The Settling Defendants shall pay the Class Counsel Fees to Sotos LLP, in trust, within seven (7) days of the Approval Date. Class Counsel may transfer the Class Counsel Fees to their general accounts after the Final Order approving same becomes effective.
11. The Settling Defendants shall be solely responsible for incurring, paying, and/or reimbursing any and all Administration Expenses, above and beyond the Settlement Amounts and Class Counsel Fees.
12. The Plaintiffs will bring a motion requesting that the Court:

- a. approve *nunc pro tunc* the notice given in paragraph 13 hereof;
- b. certify the Action as a class proceeding, for the purpose of settlement, based on the Class definition and common issues attached as Schedule “B” to these Minutes of Settlement;
- c. approve this Settlement Agreement, including the Class Notice Protocol described in Schedule “C” to these Minutes of Settlement and the Opt-Out Deadline provided for therein;
- d. approve Class Counsel Fees in the amount of \$300,000, to be paid directly by the Settling Defendants to Class Counsel above and beyond all amounts payable to the Class Members pursuant to this Settlement Agreement; and
- e. approve an order dismissing all Claims of the Class as against the Settling Defendants and an order dismissing the Related Action.

The Settling Defendants will consent to the above relief except the approval of Class Counsel Fees as set out in section 12(d) of this agreement above, on which the Settling Defendants will take no position.

13. Forthwith following the Effective Date, Class Counsel shall notify the Class, by email to all Class Members who have signed up on Class Counsel’s website and through the Facebook Group titled “Explorica Canada – Trying to get our Refunds”, of a description of the Settlement, and its intention to bring the consolidated motion referred to in paragraph 12 of these Minutes of Settlement, as well as the date and time of that motion, once scheduled. Class Counsel shall provide Class Members an opportunity to provide comments and/or feedback in writing regarding the subject-matter of the motion, and advise Class Members that they may attend the hearing of the consolidated motion. Class Counsel will provide the Settling Defendants with a reasonable opportunity to review and comment on the draft notification to Class Members before it is sent.
14. Upon the day after the Opt-Out Deadline, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasers fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, of any kind or nature whatsoever, whether in law or in equity, contractual, quasi-contractual, or statutory, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or noncontingent, suspected or unsuspected, whether or not concealed or hidden, that they

may have, purport to have, or may have hereafter against any and all Releasees, that arise from or in any way relate to the Released Claims.

15. For the avoidance of doubt, the Releasors expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the Released Claims, the Old Republic Insured Trips, or this Settlement Agreement. Nevertheless, it is the intention of Class Counsel and the Plaintiffs in executing this Settlement Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.
16. Upon the day after the Opt-Out Deadline, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c N 1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Action with respect to non-Old Republic Insured Trip(s). For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.
17. Class Counsel shall seek a bar order from the Court providing that, to the extent such claims are recognized at law, all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Action, or otherwise, by any Non-Settling Defendant against a Releasee, or by a Releasee against any Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a person who has validly opted-out of the Action).
18. The Plaintiffs, Class Counsel, the Class Members, and the Releasors agree, whether or not this Settlement Agreement is approved, terminated, or otherwise fails to take effect for any reason, that this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission by any of the Releasees, or as any evidence in any proceeding, of any violation of any statute or law, or of any wrongdoing,

fault, omission, or liability by any of the Releasees, or of the truth or validity of any of the claims or allegations contained in the Action or any other pleading filed against either of the Settling Defendants by, or on behalf of, the Plaintiffs, the Class Members, or the other Settling Defendant.

19. Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasees against any person or entity other than the Releasees.
20. This Settlement Agreement is without prejudice to the Plaintiffs' rights, and/or the rights of any other representative plaintiff appointed in replacement or in addition, to continue the Action against WorldStrides or in relation to any non-Old Republic Insured Trips.
21. There shall be no public announcement of this Settlement Agreement by the Plaintiffs or Class Counsel (i) except as provided for in this agreement; or (ii) after the Approval Date, with notice in writing to counsel for the Settling Defendants and an agreement having been reached between the Settling Parties on the language for such announcement, with such announcement being negotiated by counsel acting reasonably and good faith.
22. In the event that the Court declines to approve this Settlement Agreement, or proposes approval of this Settlement Agreement in a materially modified form not acceptable to any of the Settling Parties, the Settling Parties shall each have the right to terminate this Settlement Agreement by delivering a written notice within five (5) days following an event described above. In the event the Settlement Agreement is terminated, it shall be null and void and have no further force or effect, and shall not be binding on the Settling Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason, except as required by law. Failure by the Court to approve Class Counsel Fees shall not give rise to a right to terminate the Settlement Agreement.
23. The Settling Parties expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.
24. On the date when a Court order approving this Settlement Agreement has become a Final Order, all Claims of the Class shall be dismissed with prejudice and without costs as against the Settling Defendants, and the Related Action shall also be dismissed with prejudice and without costs. Again, for the avoidance of any doubt, the claims in the Action against WorldStrides in relation to Trips insured by Arch, or Trips that were not insured, will not be dismissed, with those claims surviving this Settlement Agreement.
25. Each of the Settling Parties hereby affirm and acknowledge that:

- a. he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
 - b. the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
 - c. he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
 - d. no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.
26. This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
27. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court provided, however, that after the Approval Date, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all schedules hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Final Order and do not limit the rights of Settlement Class Members under this Settlement Agreement.
28. The Ontario Superior Court of Justice shall exercise ongoing jurisdiction in relation to the implementation, administration, and enforcement of the terms of this Settlement Agreement, and Class Counsel or the Settling Defendants may apply to the Ontario Superior Court as may be required for directions in respect to the interpretation, implementation, and administration of this Settlement Agreement. However, before making any such application to Court, the Settling Parties shall make best efforts to resolve their dispute(s) through mediation.
29. In the computation of time under this Settlement Agreement, where there is reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens.
- a. "Business days" refer to all calendar days, except weekends and holidays, as "holiday" is defined in the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

- b. Where the number of days is specified as calendar days (or unspecified), where the time for doing an act expires on a weekend or a holiday the act may be done on the next day that is not a weekend or holiday.
30. This Settlement Agreement may be signed in counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement.
31. This Settlement Agreement may be signed electronically, and an electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.
32. The Parties agree that the recitals to this Settlement Agreement are true and form part of this Settlement Agreement.

TANDIA MOLOT, a minor by her litigation guardian, DAWN MOLOT on her own behalf and on behalf of the Settlement Class, by her counsel

Name of Authorized Signatory:

Louis Sokolov

Signature of Authorized Signatory:



Sotos LLP
Class Counsel

DAWN MOLOT on her own behalf and on behalf of the Settlement Class, by her counsel

Name of Authorized Signatory:

Louis Sokolov


Signature of Authorized Signatory:



Sotos LLP
Class Counsel


OWEN MUNGY on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: Louis Sokolov

Signature of Authorized Signatory: 
Sotos LLP
Class Counsel

LUCINDA MUNGY on her own behalf and on behalf of the Settlement Class, by her counsel

Name of Authorized Signatory: Louis Sokolov

Signature of Authorized Signatory: 
Sotos LLP
Class Counsel

**OLD REPUBLIC INSURANCE COMPANY OF CANADA / L'ANCIENNE
REPUBLIQUE, COMPAGNIE D'ASSURANCE DU CANADA** by its counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Agro Zaffiro LLP
Counsel

WORLDSTRIDES CANADA, INC. by its counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Blake, Cassels & Graydon LLP
Counsel

OWEN MUNGY on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Sotos LLP
Class Counsel

LUCINDA MUNGY on her own behalf and on behalf of the Settlement Class, by her counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Sotos LLP
Class Counsel

**OLD REPUBLIC INSURANCE COMPANY OF CANADA / L'ANCIENNE
REPUBLIQUE, COMPAGNIE D'ASSURANCE DU CANADA** by its counsel

Name of Authorized Signatory: _____

Vanda A. Santini

Signature of Authorized Signatory: _____



Agro Zaffiro LLP
Counsel

WORLDSTRIDES CANADA, INC. by its counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Blake, Cassels & Graydon LLP
Counsel

OWEN MUNGY on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Sotos LLP
Class Counsel

LUCINDA MUNGY on her own behalf and on behalf of the Settlement Class, by her counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Sotos LLP
Class Counsel

**OLD REPUBLIC INSURANCE COMPANY OF CANADA / L'ANCIENNE
REPUBLIQUE, COMPAGNIE D'ASSURANCE DU CANADA** by its counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Agro Zaffiro LLP
Counsel

WORLDSTRIDES CANADA, INC. by its counsel

Name of Authorized Signatory: _____

Nicole Henderson, Partner

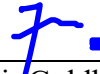
Signature of Authorized Signatory: _____

DocuSigned by:
Nicole Henderson
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Blake, Cassels & Graydon LLP
Counsel

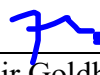
MARK CHMIELOWIEC on his own behalf and the proposed class in the Related Action, by his counsel

Name of Authorized Signatory: Michael Gerhard (65899T)

Signature of Authorized Signatory: 
Adair Goldblatt Bieber LLP /
Samfiru Tumarkin LLP
Counsel

ERICA LAUREN CHMIELOWIEC on her own behalf and the proposed class in the Related Action, by her counsel

Name of Authorized Signatory: Michael Gerhard (65899T)

Signature of Authorized Signatory: 
Adair Goldblatt Bieber LLP /
Samfiru Tumarkin LLP
Counsel

SCHEDULE “A” – CLAIMS DISPUTE PROTOCOL

1. In the event that any Class Member disagrees with the Settlement Amount received by them from the Settling Defendants and accordingly wishes to dispute that amount, that Class Member may seek to have their Settlement Amount varied in accordance with the procedure outlined in this Claims Dispute Protocol.
2. The Class Member shall first, within 30 days of receiving the Notice (as defined in the Class Notice Protocol attached as Schedule “C” to the Settlement Agreement), notify the Settling Defendants, in writing, of their position by sending an email outlining their position to COVID19Cancel@worldstrides.com (the “Dispute Email”).
3. The Dispute Email shall (a) specify what the Class Member views as the value of their Claim, and therefore the appropriate Settlement Amount, (b) explain the basis for that position, and (c) attach any supporting documentation.
4. The Settling Defendants shall confirm receipt of any Dispute Emails received within two (2) business days of receipt.
5. The Settling Defendants shall consider each and every Dispute Email reasonably and in good faith, with a view to honouring their agreement under this Settlement Agreement to refund each Class Member the full amount they paid for their Old Republic Insured Trip(s) for which they have not received a monetary refund or reimbursement as of the Effective Date (*i.e.*, to pay the full amount of each Class Member’s Claim).
6. The Settling Defendants shall respond to each Dispute Email within ten (10) calendar days of receipt to advise whether they agree to vary the Settlement Amount, as requested.
7. If the Settling Defendants agree to vary a Settlement Amount, the Settling Defendants shall pay the difference between the Settlement Amount initially paid to the Class Member and the varied Settlement Amount to the Class Member in accordance with paragraph 7 of the Minutes of Settlement (*i.e.*, directly, by the same payment method, and within fifteen (15) days).
8. If the Settling Defendants decline to vary a Settlement Amount as requested, the Class Member may choose to refer the matter to an Independent Claims Adjudicator by responding to the Settling Defendants within five (5) days indicating their intention to do so.
9. The Settling Defendants shall then, within ten (10) days, appoint an Independent Claims Adjudicator, and notify the Class Member in writing of the appointment.

10. The Independent Claims Adjudicator shall open a file for each matter referred to it (a “**Claim File**”) within five (5) business days of receiving such notice, and advise the Settling Defendants and Class Member that it has done so.
11. The Class Member and Settling Defendants will then each have ten (10) business days from the delivery of the notice referred to in section 10 above to provide their positions to the Independent Claims Adjudicator, in-writing, with those submissions not exceeding two pages, plus attachments.
12. In respect of each matter referred to the Independent Claims Adjudicator, he or she shall make a final determination as to the amount of the Class Member’s Claim within ten (10) business days of receiving the parties’ positions in writing, or as soon as reasonably possible thereafter.
13. If the Independent Claims Adjudicator decides that any Class Member’s Claim exceeds the amount the Settling Defendants have paid the Class Member, the Settling Defendants shall pay the difference to the Class Member in accordance with paragraph 7 of the Minutes of Settlement within fourteen (14) days of the Adjudicator’s decision.
14. The Settling Defendants shall pay the costs of the Claims Adjudicator, unless the Claims Adjudicator directs otherwise.
15. Any decisions rendered by the Independent Claims Adjudicator shall be final and binding on all parties, and not subject to appeal or review by either party.

SCHEDULE “B” – CONSENT CERTIFICATION

I. CLASS DEFINITION

“All persons in Canada who entered into a contract with Explorica for Trip(s) which were to occur any time during the period from January 1, 2020 to the date of certification, who entered into a contract of insurance with Old Republic Insurance Company of Canada related to such Trip(s), whose Old Republic Insured Trip(s) did not occur because of covered reason “O” in the Old Republic policy.”

II. COMMON ISSUES

- (1) Did WorldStrides Canada, Inc. (“**Explorica**”) enter into a contract with the Class Members for the purchase of Trip(s)?
- (2) Did Explorica breach the contract?
- (3) Is Explorica liable for damages to the Class?
- (4) Did Old Republic enter into a contract with the Class Members for the purchase of insurance for the Trip(s)?
- (5) Are the Class Members “insured persons” pursuant to the insurance policy administered by Old Republic?
- (6) Did Old Republic breach the terms of the Old Republic Policy?
- (7) Is Old Republic liable for damages to the Class?

SCHEDULE “C” – CLASS NOTICE PROTOCOL

1. Class Members shall receive notice of the Court’s approval of this Settlement Agreement and the opt-out procedure in the following form (the “Notice”):

EXPLORICA (WORLDSTRIDES) and OLD REPUBLIC INSURANCE COMPANY OF CANADA CLASS ACTION – NOTICE OF CERTIFICATION and SETTLEMENT

Molot et al. v. WorldStrides Canada, Inc., et al., Court File No. CV-20-00649798-00CP

THIS NOTICE AFFECTS YOUR RIGHTS – PLEASE READ IT CAREFULLY

TO: All persons in Canada who entered into a contract with Explorica for Trip(s) which were to occur any time during the period from January 1, 2020 to [*insert certification date*], who entered into a contract of insurance with Old Republic Insurance Company of Canada related to such Trip(s).

(collectively, the “Class” or “Class Members”, as appropriate)

This Notice is published and/or being sent to you by order of the Superior Court

The Superior Court has approved a Settlement Agreement [*“Settlement Agreement” to be hyperlinked to website*] between the Plaintiffs and the Defendants Old Republic Insurance Company of Canada and WorldStrides Canada, Inc. (collectively, the “**Settling Defendants**”). In light of the voluntary payments made by the Settling Defendants to the Class Members, the case against the Settling Defendants with respect to any Old Republic Insured Trip(s) that did not occur because of covered reason “O” in the Old Republic policy will be dismissed.

All Class Members, as defined above, should by now have received their full compensation from the Settling Defendants. The dismissal of the case as against the Settling Defendants will not have any impact on the compensation that you have already received. The Settlement Agreement does not entitle any Class Members to additional compensation. Any Class Member that has not received their compensation can utilize the dispute resolution mechanism outlined in the Settlement Agreement.

The Settlement Agreement also provides that the settling defendant will pay for your legal costs, and those legal costs were not deducted from the amount of money you have received.

You are being provided with this notice because your rights are affected by the outcome of this lawsuit, and to provide you with an opportunity to “opt out” of the Settlement Agreement, if you so wish. The Settlement Agreement does not have any effect on your right to compensation, as the Settling Defendants have already provided the Class Members with compensation.

Tandia Molot, a minor by her litigation guardian Dawn Molot, Dawn Molot, Owen Mungy and Lucinda Mungy have been appointed the Representative Plaintiffs by the Court, and the law firms

of Sotos LLP, Curtis Dawe, Adair Goldblatt Bieber LLP, and Samfiru Tumarkin LLP have been approved by the Court to act for the Class Members, as “Class Counsel”.

Please contact [insert firm name] with any questions about this class action at [insert number] or at the address below. More information, including a full copy of the Settlement Agreement, is available at [insert appropriate website].

Your right to choose whether or not to be part of the lawsuit

DO NOTHING IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT AGREEMENT. If you are a person falling within the Class definition described above, you will automatically be included in the Class unless you opt out of this proceeding. **This means that you will be bound by the Settlement Agreement.**

All persons falling within the Class definition described above have already received reimbursement from the Settling Defendants directly. The decision to opt in or opt out of the proceeding will have no impact on the reimbursement that you have already received. The decision to opt in or opt out of the proceeding will not entitle any Class Members to any additional compensation, or any reduction in the compensation already received.

IF YOU DO NOT WANT TO BE BOUND BY THE SETTLEMENT AGREEMENT, you must fill out the “opt-out” form below (or a letter setting out the same information) and send it to Curtis Dawe. The deadline for opting out is *[insert date 35 days from the Approval Date]*. If your written request to opt out is not post-marked by that date you will remain a member of the Class.

By opting out of this Class, you are confirming that you do not wish to participate in the Settlement Agreement. Please note that the Settling Defendants have already reimbursed Class Members in full; opting out will not impact the compensation that you have already received.

Once you opt-out, you will receive no further communications regarding this action from Class Counsel.

Financial consequences for you

All members of the Class who do not opt out of the class action will be bound by the Settlement Agreement. The payments have already been made by the Settling Defendants. If you wish to dispute the amount that you have received, the process to do so is described in Schedule “A” to the Settlement Agreement. The Settlement Agreement, including the schedules, can be found here [*“here” to be hyperlinked to website*].

If you choose to opt out, you may start your own law suit against the defendants in relation to your trip(s) booked through Explorica, and insured by Old Republic, which were to occur between January 1, 2020 and [*insert certification date*], but did not occur. However, the Settling Defendants have already reimbursed the amounts related to such claims in full.

Fees/Funding

The Representative Plaintiffs have retained Class Counsel to represent them and the Class in the lawsuit, and the Court has approved this appointment.

Pursuant to the Settlement Agreement, which has been approved by the Court, legal costs in the amount of \$300,000 (including HST and disbursements) are being paid by the defendant directly to Class Counsel, over and above the Settlement Amounts that have been paid to the Class. Therefore, Class Counsel's fees did not affect the amount or extent of your recovery, and you will not have to pay Class Counsel fees.

OPT OUT NOTICE

To: [Insert]

[Insert address/email]

Attn: ?

I confirm that I **do not** wish to be a Class Member in the class action *Molot et al. v. WorldStrides Canada, Inc., et al.*, Court File No. CV-20-00649798-00CP. I confirm that having chosen to opt-out of this class, I will receive no further communications from Class Counsel regarding this class action.

Signature

Print Name: _____

Address: _____

Postal Code: _____

Telephone: _____

Email: _____

Note: To opt out this notice must be received before [insert opt-out date].

2. The Opt-Out Deadline, as specified in the Notice, shall be 35 days after the Approval Date, being the date when the Order received from the Court approving this Settlement Agreement has become a Final Order.
3. The Settling Defendants shall send the Notice to the Class Members by email, to each Class Member's last known email address in the Settling Defendant's records, within five (5) days of the Approval Date.
4. In the event that the Settling Defendants do not have an email address or receive a 'return-to-sender' notification for any Class Member(s):

- a. the Settling Defendants shall, through counsel, immediately advise Class Counsel;
 - b. the Settling Defendants shall simultaneously make best efforts to contact the Class Member and deliver the Notice through any and all other contact coordinates the Settling Defendants have in their records for the Class Member, and/or that they have received from Class Counsel; and
 - c. Counsel for the Settling Defendants shall then advise Class Counsel of what such efforts were made, and to which contact coordinates the Notice was sent.
5. Class Counsel shall also post the Notice in the Facebook Group titled “Explorica Canada – Trying to get our Refunds” within five (5) days of the Effective Date.