Message regarding the submission of an application for approval of a settlement agreement

According to the Class Actions Law, 2006 (hereinafter: "the Class Actions Law")

This is to notify in accordance with Section 25(a)(3) of the Class Actions Law, that on May 5, 2024, an application for approval of a settlement order and the granting of validity to a settlement agreement was filed with the Central District Court - Lod, regarding the lawsuit filed on June 29, 2017 by Mr. Mordechai Shani (hereinafter: "the Applicant") against the respondents, Air France (hereinafter: "Air France") and Issta Israel Travel Agency Ltd. (hereinafter: "Issta") (hereinafter collectively: "the Respondents"), and a request for approval of the class action (in the framework of case no. 67953-06-17) (hereinafter: "the Lawsuit" and "the Approval Request" respectively). In the Approval Request for the class action, it is alleged that the Respondents did not refund their customers the airport taxes paid by them, where the flight ticket was not actually used, in a manner in which they were not required to transfer these airport taxes to the entity collecting the tax.

<u>The representative members of the class</u>: "Anyone who purchased an Air France ticket starting seven years prior to the filing of the lawsuit until the end of 2020 and paid airport taxes for a flight ticket that was not actually used, in a manner in which Air France was not required to transfer the airport taxes to the entity collecting the tax, as it would have been required to do if the flight ticket had been actually used and the ticket purchaser had exited and entered the country through its borders where the ticket was purchased."

Any person who falls within the definition of the representative member of the class as stated above, and/or any entity as defined in Section 18(d) of the Class Actions Law, is entitled to submit a written objection to the Central District Court within 45 days from the date of publication of this notice (hereinafter: "Objection"), regarding the proposed settlement agreement and the agreed-upon compensation and remuneration. Additionally, during the aforementioned time period, any person who falls within the definition of the representative plaintiffs group as stated above, may notify, in accordance with Sections 11 and/or 18(f) of the Class Actions Law, that they do not wish to be bound by the settlement agreement (hereinafter: "Opt-Out Request"). The Opt-Out Request should be sent in writing to the court registry.

Subject to the provisions of the settlement agreement, the settlement agreement shall bind all members of the representative plaintiffs group who have not submitted Opt-Out Requests as required by law.

<u>Summary of the settlement agreement</u>: The Respondents will act on two levels. Public compensation: The Respondents will pay compensation in the total amount of 412,000 euros, which constitutes sixty percent of the alleged exposure amount claimed by the Applicant. This amount will be transferred within 90 days from the specified date to a management and distribution fund established as a settlement, in accordance with the provisions of Section 27(a) of the Class Actions Law, 2006. Change in future

conduct: Air France will improve the information provided to its customers regarding the possibility of contacting them for clarification of their eligibility for airport tax refunds. It will add information to its general terms and conditions. This information will be included in the email sent to passengers prior to their flight, and a reminder will also be sent to travel agencies with whom it has a working relationship. Issta will update its policy regarding airport tax refunds.

The parties have recommended to the court the payment of 15,000 euros, including VAT, as compensation to the Applicant, and the payment of attorney fees in the amount of 150,000 euros, including VAT.

Please be advised that the approval of the settlement agreement, provided that the agreement is not canceled, will constitute a court act towards the represented plaintiffs who have not submitted an optout request, regarding the claims and remedies detailed in the approval request, in connection with the circumstances detailed in the approval request.

The above is only a summary of the settlement agreement. The full text of the agreement is binding. In any case of contradiction between the provisions of the mediation agreement and the information in this notice, the provisions of the full and binding text of the mediation agreement shall prevail for those interested at the Central District Court in Lod and in the offices of the requesting party or the responding party, by prior arrangement; as well as on the website: <u>https://www.fbclawyers.com/news/11536/</u> and on the Air France website at: <u>https://www.airfrance.co.il/information/legal</u>, until the deadline for filing an objection:

• The Applicant's law firm - Adv. Chen Stein and/or Dr. Liat Stein, Advocates, Azrieli Center 1, Round Tower. Telephone: 03-6245588; Fax: 03-6245599

• Air France's law firm - Fischer Behar Chen Well Orion & Co., Menachem Begin St. 146, Tel Aviv. Telephone: 03-6069620; Fax: 03-6069672.

• Issta's law firm - Amar Raiter, Jean Shochatovitch & Co., Advocates, Chempion Tower, 30 Sheshet Hayamim St., Bnei Brak. Telephone: 03-6019601

It is agreed and clarified that the mediation agreement and all obligations of the parties therein are for the purpose of mediation only, without detracting from any claims by either party and without the provisions of this mediation agreement being considered as an agreement and/or acknowledgment by either party of the claims and/or denials of the other party. The content of this notice has been approved by the court and is published accordingly. The validity of the mediation agreement is subject to court approval. The documents in the case can also be reviewed in the representative complaint file.