

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE GLUSTEIN

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MONDAY, THE
20TH DAY OF DECEMBER, 2021

BETWEEN:

MAXIM GRIGORYEV

Plaintiff

- and -

RUSSELL SECURITY SERVICES INC.

Defendant

Proceeding under the Class Proceedings Act, 1992



Jan. 5, 2022

**ORDER
(ADMINISTRATION APPROVAL)**

THIS MOTION made by the Plaintiff for an Order approving the Distribution Protocol pursuant to the Settlement Agreement entered into by the parties, was heard this day by judicial videoconference at 130 Queen Street West, Toronto, Ontario.

WHEREAS the Court approved the Settlement Agreement between the parties pursuant to the *Class Proceedings Act, 1992*;

ON READING the materials filed, including the Minutes of Settlement with the Defendant dated as of August 9, 2021 attached to this Order as Appendix "A" (the "Settlement Agreement"), the Distribution Protocol attached to this Order as Appendix "B" (the "Distribution Protocol") and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendant;

AND ON BEING ADVISED that the Plaintiff and the Defendant consent to this Order;

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to, and are incorporated into, this Order;
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail;
3. **THIS COURT ORDERS** that Ricepoint Administration Inc. (the "Settlement Administrator") is hereby appointed to implement the Distribution Protocol, and may determine and issue payments to the Class Members in accordance with its terms without further order from the Court;
4. **THIS COURT ORDERS** the Settlement Administrator will be remunerated the Administration Expenses from the Administrative Holdback; and
5. **THIS COURT ORDERS** that, for the purposes of administration and enforcement, this Court will retain an ongoing supervisory role.



The Honourable Justice Glustein

APPENDIX "A"

Court File No.: CV-21-00658741-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MAXIM GRIGORYEV

Plaintiff

- and -

RUSSELL SECURITY SERVICES INC.

Defendant

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

MINUTES OF SETTLEMENT AND RELEASE

WHEREAS, the Plaintiff commenced a Class Action, being Court File No. CV-21-00658741-00CP, seeking to represent security guards employed by the defendant, Russell Security Services Inc. ("**Russell**"), and claiming unpaid wages for pre-shift time;

AND WHEREAS, Russell advised that it intends to vigorously defend the Action and continues to deny the allegations that have been made and maintains that it has committed no wrongdoing;

AND WHEREAS, the Parties wish to fully and finally resolve all matters in dispute between them in relation to the Action;

AND WHEREAS, taking into account the burdens and expense of continued litigation, including the significant risks and uncertainties associated with completion of the litigation and any potential appeals, the Plaintiff, with the benefit of advice from Class Counsel, has concluded after mediation with William Kaplan, that the settlement on the terms and conditions set out in

this Settlement Agreement are fair and reasonable, and in the best interests of the Class;

AND WHEREAS, the Parties intend by these Minutes of Settlement and Release (the "**Settlement Agreement**") to resolve, terminate, and finally conclude any and all claims raised or which could have been raised in the Action and seek the approval of the terms of the Court, and further intend that the Defendant shall receive full and complete releases and finality and peace from the Class;

NOW THEREFORE in consideration of the covenants, agreements and releases set forth herein and for good and valuable consideration received, the Parties stipulate and agree that the Action shall be fully and finally settled and resolved on the terms and conditions set forth in this Settlement Agreement, subject to approval by the Ontario Superior Court of Justice (the "**Court**");

1. This settlement is conditional upon the Court approving this Settlement Agreement on the terms that follow.
2. The Plaintiff shall support the terms of this Settlement Agreement and shall take all necessary steps to bring a motion for its approval by the Court.
3. The Defendant agrees 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, Class Counsel Disbursements, or Representative Plaintiff Honorarium as provided for in this Settlement Agreement.
4. The Parties 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** means the class proceeding commenced by Maxim Grigoryev by way of Statement of Claim in the Ontario Superior Court of Justice under Court File No. CV-21-00658741-00CP, as amended, including any and all claims made therein.
 - (b) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation, and operation of this Settlement

Agreement, including the costs of notices and translation and the costs of the Claims Administrator, but excluding Class Counsel Fees and Class Counsel Disbursements;

- (c) **Claim Fund** means the Settlement Amount remaining after deductions in respect of Class Counsel Fees, Class Counsel Disbursements, Administrative Expenses, Representative Plaintiff Honorarium (if any), and Holdback for Taxes;
- (d) **Claims** means any and all actions, causes of action, claims, complaints, debts, demands, liabilities, suits or other proceedings of any kind or nature whatsoever and howsoever arising, whether in law, equity, contract, extra-contractual liability (including negligence), obligations or otherwise, whether express or implied and whether presently known or unknown, including any proceedings under any statute, and in particular, but without limiting the generality of the foregoing, any and all claims up to the Effective Date that were advanced in the Action or could have been advanced in the Action;
- (e) **Claims Administrator** means the firm appointed by Class Counsel, and approved by the Defendant and the Court, to administer the Claim Fund in accordance with the provisions of this Settlement Agreement and the Distribution Protocol;
- (f) **Claims Administrator Appointment Date** means the date Class Counsel advises the Defendant of the appointment of the Claims Administrator;
- (g) **Class** means all security guards employed by Russell Security in the Province of Ontario, for the period from January 1, 2017 to August 13, 2021, save and except for those employed under a collective agreement;
- (h) **Class Counsel** means Goldblatt Partners LLP;
- (i) **Class Counsel Disbursements** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Action;
- (j) **Class Counsel Fees** means the fees of Class Counsel, and any applicable taxes;

- (k) **Class Member** means a member of the Class;
- (l) **Class Period** means January 1, 2017 to August 13, 2021;
- (m) **Defendant** means Russell Security Services Inc.;
- (n) **Counsel for the Defendant** means Baker & McKenzie LLP;
- (o) **Date of Execution or Execution Date** means the date this Settlement Agreement is signed by all of the parties;
- (p) **Distribution Protocol** means the protocol developed by Class Counsel for the distribution of amounts from the Settlement Amount to the Class Members and agreed to by the Defendant or directed by William Kaplan, in accordance with Section 21;
- (q) **Effective Date** means the date when the Order received from the Court approving this Settlement Agreement has become a Final Order;
- (r) **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, and **Final Approval** shall have a corresponding meaning;
- (s) **Plaintiff** means Maxim Grigoryev, or any other person approved by the Court as the representative plaintiff in this proceeding;
- (t) **Releasees** means the Defendant and its parents, associates, affiliates or related persons (as such terms are defined by the Ontario *Business Corporations Act*), which shall include, for greater specificity, predecessors, successors or assigns thereof, and all of their respective directors, officers, servants, employees, advisors and agents (both individually and in their official capacities with any of the preceding entities);

(u) **Releasors** means the Plaintiff and Class Members, for themselves, their heirs, executors, successors and assigns;

(v) **Remaining Fund** means any funds remaining from the Settlement Amount after deduction and payment of Class Counsel Fees, Class Counsel Disbursements, Administration Expenses, Representative Plaintiff Honorarium, Holdback for Taxes, and distribution to Class Members pursuant to the Distribution Protocol (i.e., stale cheques where reasonable efforts to locate a Class Member have been exhausted);

(w) **Representative Plaintiff Honorarium** means an honorarium for the Plaintiff in the amount of \$2,000, or such lesser amount, subject to approval by the Court;

(x) **Settlement Amount** means \$725,000.00;

(y) **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the Bank Act, S.C. 1991, c. 46) held at a Canadian financial institution, as provided for in this Settlement Agreement.

6. Any notices in connection with the certification and settlement approval shall include an opt-out procedure and be in a form agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notices, the notices shall be in a form ordered by the Court. Notices shall be distributed by email and text message to the last known email addresses and cell phone number of the Class Members, to the extent such information is available in the Defendant's records and can be obtained through reasonable efforts. Notices shall also be posted on the website of Class Counsel and the Defendant, as well as their respective social media.

7. The Defendant shall make reasonable efforts to locate, obtain and provide to Class Counsel and the Claims Administrator a list of the Class Members in Excel format listing the individuals' first name, middle name (if available), last name, start date, end date, phone number (if available), email address (if available) within thirty (30) days of the Execution Date, to the extent such information is available in the Defendant's records. The Defendant

shall provide a list of the classifications falling within the class definition within five (5) days of the Execution Date. The Plaintiff shall provide his position on the information supplied by the Defendant within five (5) days of receiving that information. In the event of a dispute between the parties regarding the classifications falling within the class definition the parties agree to remit such dispute to William Kaplan for final determination.

8. The Defendants shall make reasonable efforts to answer questions and inquiries of Class Counsel and the Claims Administrator required to implement the terms of this Settlement Agreement within ten (10) business days of such questions being provided in writing to the Counsel for the Defendant.
9. This Settlement Agreement is made without any admission of liability by any of the Releasees, which liability is expressly denied. Specifically, and regardless of whether this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, 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 of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Action.
10. Class Counsel shall make best efforts to appoint the Claims Administrator within thirty (30) days of the Execution Date, and shall appoint the Claims Administrator no later than sixty (60) days of the Execution Date. Class Counsel shall advise the Defendant once the Claims Administrator has been appointed, and shall provide the name and contact information for the Claims Administrator to the Defendant for approval, as well as any other information the Defendant reasonably requires to implement the terms of this Settlement Agreement. The Defendant shall, acting reasonably, provide approval of the Claims Administrator within ten (10) days of receiving notice of its appointment. In determining its approval of the Claims Administrator, the Defendant may, acting reasonably, require the Claims Administrator to confirm and verify that its data handling practices and policies comply with applicable privacy laws and legislation to which the Defendant may be subject. In the event of a

dispute, the Parties agree that the presiding case management Judge shall have the right to select a Claims Administrator and that this selection shall be binding upon the Parties.

11. The Defendant shall pay the Settlement Amount to Class Counsel for deposit into the Trust Account for the benefit of the Class within ten (10) business days of the Effective Date. The Plaintiff may agree in writing to extend the deadline.
12. Payment of the Settlement Amount to Class Counsel shall be made by wire transfer. Class Counsel shall provide to Counsel for the Defendant, in writing, the banking information necessary to complete the wire transfer within no later than two (2) business days of Final Approval.
13. The Settlement Amount shall be all-inclusive of all amounts, including, without limitation, interest, all costs, all cost awards, Administration Expenses, Class Counsel Fees, taxes payable or that may become payable, Class Counsel Disbursements and the Representative Plaintiff Honorarium. For clarity, the Defendant shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Action, or any other actions related to the released Claims, including any amount for employees' deductions and withholdings, or any employer remittances, relating to payments made to Class Members in accordance with this Settlement Agreement and including without limitation any disbursement or administration fees to Class Counsel and/or Class Administrator.
14. The parties have agreed that the Defendant's Handbook shall be updated by August 13, 2021 with the following language:

5.1 Reporting For Duty

All employees must be in full PSISA-compliant uniform, in physical possession of the PSISA licence and be fully prepared to assume all shift responsibilities (including briefings to receive pertinent information and equipment transfer) at the commencement of the scheduled shift. It is important the guard is ready for action at the start time of their shift.

All employees must call on duty to either Russell Security or their allocated site

command centre in accordance with the post orders. The phone number to report on duty at RSSI is: (705) 721-1480 or 1-800-418-9537.

5.2 The Briefing Process

Depending on the assignment in most cases, the oncoming security guard will receive a brief, or a summary of events that occurred during the shift, if relieving an existing guard, or special notations if being met by the client or supervisor. Guards may also be required to read a brief book which is a book of occurrences relative to that site over a period. If there is a brief book on site, guards shall initial new entries indicating they have read them.

Guards coming on duty will most likely be receiving equipment. This equipment usually contains keys, perhaps a communication device or other items. Any guard receiving equipment must sign for that equipment taking ownership. The guard shall note the condition of the equipment being received, ensure communication devices are working, count and record the number of keys, and ensure knowledge of use of the equipment being received.

Guards expected to ensure that all incident reports and other briefing materials are prepared during their shifts, and are ready to transfer with any equipment at the start time of the next guard's shift. In the unlikely event that additional time is required for the briefing process, the guard being relieved is expected to report the amount and reason for the additional time by calling RSSI at: (705) 721-1480 or 1-800-418-9537, or reporting to their site supervisor or site manager as appropriate. If RSSI determines that the additional time was worked, guards will be paid for the briefing time.

This update shall be communicated to the Defendant's employees forthwith following the implementation of the change.

15. The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the released Claims against the Releasees.

16. Except as otherwise provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Class and shall become and remain part of the Trust Account. All taxes payable on any interest that accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account, and Class Counsel shall be responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account. For clarity, the Defendant shall have no responsibility to make any filings relating to the Trust Account and shall have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Defendant, who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

17. The Settlement Amount shall be distributed as follows following the Effective Date:

- (a) **Class Counsel Fees:** Subject to the approval of the Court, Class Counsel Fees shall be 25% of the Settlement Amount, plus HST, or such other amount as approved by the Court;
- (b) **Class Counsel Disbursements:** The disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Action;
- (c) **Representative Plaintiff Honorarium:** An honorarium for the Plaintiff in the amount of \$2,000, or such lesser amount, subject to approval by the Court;
- (d) **Holdback for Taxes:** A reasonable amount as may be required for payment of taxes on account of any interest earned in the Trust Account;
- (e) **Holdback for Administration:** A reasonable amount to be held back for the costs of the Claims Administrator;
- (f) **Claim Fund:** The amount remaining after the payments contemplated by Sections

(a)-(e) shall be distributed by the Claims Administrator to Class Members in accordance with the Distribution Protocol, as directed by Class Counsel and approved by the Court;

(g) Remaining Fund: As a result of Class Members claiming funds in accordance with the Distribution Protocol. The Parties anticipate that no funds will be left over. In the event a Class Member does not deposit their cheque within 12 months of distribution such amount shall be paid to the Canadian Diabetes Association, or as directed by the Court, after reasonable efforts to locate the Class Member and after accounting for any outstanding taxes or Administration Expenses.

18. Class Counsel may share with the Claims Administrator any documents disclosed by the Defendant in these proceedings as may be reasonably necessary for the purposes of administering the settlement.
19. The Claims Administrator shall provide a report to the Parties at the conclusion of the administration of the Claim Fund accounting for the funds paid and shall answer any questions or provide any information the Parties may request or require regarding the Claims Administration. The Claims Administrator shall destroy any information in connection with this matter following the distribution of the Claim Fund to the Class Members, save and except as may be required to meet the Claims Administrator's statutory or professional retention obligations.
20. No amounts shall be paid from the Settlement Amount except in accordance with this Settlement Agreement, the Distribution Protocol, or an order of the Court obtained after notice to the Parties.
21. Class Counsel shall prepare a draft Distribution Protocol and shall provide this to the Defendant no later than ten (10) days from the Execution Date. The Parties shall endeavor to reach agreement on a Distribution Protocol within twenty (20) days from the Execution Date. In the event no agreement is reached, the Parties agree to remit the matter of the Distribution Protocol to William Kaplan for determination. The Distribution Protocol as agreed to by the parties or determined by William Kaplan shall form part of this Settlement Agreement. The Distribution Protocol will outline the process by which taxes or any other

amounts payable on the proceeds of the Claim Fund which are paid to the Class, and which will confirm that the Defendant is not responsible to withhold any amounts and that the Claims Administrator and each member of the Class are responsible for any tax or other amounts payable and will indemnify the Defendant for any liability in this regard.

22. Class Counsel's preparation of the Distribution Protocol and representation of the Class does not in any way extend to tax inquiries that may arise as a result of the Distribution Protocol. Class Members shall be advised to seek independent tax advice.
23. In the event that the Court declines to approve this Settlement Agreement, or approves this Settlement Agreement in a materially modified form not acceptable to either Party, the Plaintiff and the Defendant 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, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.
24. The Plaintiff, the Defendant, and all Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.
25. The parties shall pay an equal share of the fees of the mediator, William Kaplan.
26. Upon the Effective Date, and in consideration of the payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors do hereby release and forever discharge the Releasees of and from all Claims that any of the Releasors has had, now has or may hereafter have against the Releasees, which were raised or could have been raised in the Action, whether known or unknown, and whether legal, equitable, in contract or tort. The Releasors further acknowledge and agree that this release is intended to cover, and does cover, all of the effects and consequences of such Claims that were raised or could have been raised in the Action. If such a Claim is filed, this Settlement

Agreement shall constitute a full and final bar and/or answer to such Claims. For clarity, each Releasor further covenants and agrees that, as a condition of receiving any payment under this Settlement Agreement, they shall take all necessary steps to ensure the withdrawal or dismissal of any such Claims filed in any forum. This term shall be incorporated into the Order approving this settlement.

27. Upon the Effective Date, the Releasors and the Releasees absolutely and unconditionally release and forever discharge the Plaintiff, (other) Class Members, Class Counsel, and the Claims Administrator from any and all Claims relating to the institution, prosecution and/or administration of this proceeding, excluding any action relating to a breach of this Settlement Agreement.
28. The Releasors covenant and agree that they shall not make, either directly or indirectly, on their own behalf or on behalf of any other person or entity, any Claims (including any cross Claims, counter-Claims or third party Claims) against any person or entity who might claim contribution or indemnity against the Releasees in connection with any matter released under this Settlement Agreement. The Releasors further covenant, represent, and warrant that they shall not voluntarily participate in or assist with, either directly or indirectly, on their own behalf or on behalf of any other person or entity, any Claims raised or brought by any person or entity against the Releasees in connection with any matter released under this Settlement Agreement.
29. The Releasors covenant and agree that if they make any Claim, or voluntarily participate in any Claim, in connection with any matter released by this Settlement Agreement, or threatens to do so, this Settlement Agreement may be raised as an estoppel and complete bar to any such Claim, and that the said Releasor shall be liable to the Releasees for its or their costs and expenses, including reasonable legal fees, incurred in responding thereto.
30. The Releasors acknowledge and agree that the gross sum of the Settlement Amount to be paid by the Defendant in respect of the Settlement is inclusive of all amounts owing by the Releasees or otherwise to be paid by the Releasees in respect of the Settlement Amount or the administration of the Settlement, including in respect of costs (including fees and disbursements), taxes and interest.

31. Upon the Effective Date, the Action shall be dismissed with prejudice and without costs as against the Defendant.

32. Each of the Parties hereby affirms and acknowledges that:

(a) he, she, they 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, they 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.

33. 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.

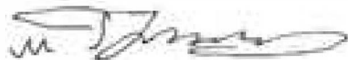
34. The Ontario Superior Court shall exercise ongoing jurisdiction in relation to the implementation, administration and enforcement of the terms of this Settlement Agreement and Class Counsel or the Defendant may apply to the Ontario Superior Court as may be required for directions in respect to the interpretation, implementation and administration of this Settlement Agreement.

35. In the computation of time under this Settlement Agreement, where there is a 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, including all calendar days; and only in the case where the time for doing an act expires on a weekend or on a holiday, as "holiday" is defined in the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, the act may be done on the next day that is not a

weekend or holiday.

36. 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.
37. This Settlement Agreement may be signed electronically and a facsimile copy or electronic signature shall be deemed an original signature for the purposes of this Settlement Agreement.
38. The Parties agree that the recitals to this Settlement Agreement are true and form part of this Settlement Agreement.
39. A scanned, facsimile, or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

Maxim Grigoryev



Dated at Toronto this 9th day of August, 2021

For Russell Security Services Inc.

Grant Euler

"I have authority to bind the corporation."

Dated at Toronto this 9th day of August, 2021

APPENDIX "B"

GRIGORYEV v. RUSSELL SECURITY SERVICES INC.

Court File No.: CV-21-00658741-00CP

Administration and Distribution Protocol

A. DEFINITIONS

1. For the purpose of this Administration and Distribution Protocol the defined terms have the same meaning as in the Settlement Agreement, executed on August 9, 2021, unless otherwise specified.
2. In addition, the following definitions apply:
 - a) *Settlement Administrator* means RicePoint Administration Inc.;
 - b) *Court* means the Ontario Superior Court of Justice;
 - c) *Referee* means Mika Imai at Karimjee Law;
 - d) *Relative Share* means the proportion of the Claim Fund that an individual Class Member will be entitled to.

B. GENERAL PRINCIPLES OF THE ADMINISTRATION

3. This Administration and Distribution Protocol is intended to govern the administration process to distribute the Claim Fund in *Grigoryev v. Russell Security Services Inc.* (the "Action"). This protocol is intended to provide a simple, expeditious and user-friendly distribution to the Class Members.

C. CLAIMS ADMINISTRATOR DUTIES AND RESPONSIBILITIES

4. The Settlement Administrator shall administer this Administration and Distribution Protocol in accordance with the provisions of the Orders of the Court, the Settlement Agreement and the ongoing authority and supervision of the Court.
5. The Settlement Administrator's duties and responsibilities shall include the following:
 - a) providing notice(s) to the Class Members as may be required as directed by Class Counsel;
 - b) receiving information from the Defendant, including Class Members' contact information, dates of employment, and shifts, weeks, or hours worked;
 - c) developing, implementing and operating the administration process including a website;

- d) making timely calculations of Class Members' Relative Share of the Claim Fund and notifying Class Members;
- e) arranging payment to Class Members in a timely fashion;
- f) reporting the results of the administration process and the intended distributions to Class Counsel in a timely fashion;
- g) maintaining the administration information so as to permit Class Counsel to audit the administration at the discretion of Class Counsel or if ordered by the Court;
- h) responding to Class Member inquiries and communications with Class Counsel;
- i) calculating the withholding of both employee and employer portions of CPP, EI and income tax and remitting same;
- j) preparing and distributing T4 forms to Class Members;
- k) reporting to Class Counsel respecting Claims received and administered and administration expenses;
- a) as may be requested by the Defendant, confirm and verify that its data handling practices and policies comply with applicable privacy laws and legislation to which the Defendant may be subject;
- b) cash management and audit control;
- c) preparing and submitting reports and records as directed by Class Counsel or the Court; and
- d) other steps as directed by Class Counsel or the Court, as needed.

D. PAYMENTS TO CLASS MEMBERS

i. Confirmation of Membership in Class

- 6. The Defendant has provided Class Counsel with a class list with contact information including address, telephone, and email addresses (the "Class List"). This information will be provided to the Settlement Administrator for the purposes of providing notices and administering payments to Class Members.
- 7. Class Members are responsible for providing the Settlement Administrator with any updates to their address and other contact information.
- 8. Any individual who is not on the Class List provided by the Defendant may provide their name, contact information (address, telephone, email) and proof of Class membership based on employment records (contract of employment, schedules, timesheets, paystubs, etc.) to the Settlement Administrator within thirty (30) days of Final Approval. The Settlement Administrator and/or Class Counsel may ask the Defendant to confirm the

individual's employment history and membership in the Class, and the Defendant shall respond to such requests within ten (10) days. The Settlement Administrator shall determine the individual's membership in the Class within twenty (20) days of the date the individual provides proof of Class membership.

9. If an individual disagrees with the determination by the Settlement Administrator regarding their membership in the Class, such dispute shall be referred to the independent Referee for a binding determination. The individual is responsible for paying the cost of the Referee's fee, not to exceed \$75. The Referee shall issue a written decision within ten (10) days, and is not required to provide reasons. The decision of the Referee is final and not subject to any appeal.

II. Calculation of Class Member Compensation

10. The Defendant shall provide to Class Counsel its records of the number of weeks and pay periods worked per Class Member during the Class Period (the "Records"), within twenty (20) days of Final Approval. Class Counsel will provide this information to the Claims Administrator for the purpose of determining and administering the payments to the Class Members. The Defendant shall respond to any questions/inquiries by the Settlement Administrator or Class Counsel regarding the Records within fifteen (15) days of such request.
11. The Settlement Administrator shall determine each Class Member's Relative Share based on the total number of weeks the Class Member worked during the Class Period relative to the total number of weeks worked by all members of the Class During the Class Period. Within sixty (60) days of Final Approval, the Settlement Administrator shall send each Class Member a notification letter setting out their Relative Share of the Claim Fund. The notification letter shall be sent to the Class Member by email where available.
12. Class Members who dispute the calculation of their Relative Share based on the number of weeks worked in the Class Period may appeal to the Settlement Administrator with supporting records/documents (e.g. timesheets, schedules, paystubs) within thirty (30) days of the date of the notification letter. The Settlement Administrator may make inquiries with the Defendant regarding any records submitted by the Class Member if appropriate, and the Defendant shall respond to any such inquiries within fifteen (15) days of such a request. The Settlement Administrator may reconsider/recalculate the Class Member's relative share if appropriate to do so based on the submitted records of the Class Member and any information provided by the Defendant. The Settlement Administrator shall notify the Class Member of its final decision concerning their Relative Share within thirty (30) days of their appeal.
13. A Class Member who continues to dispute their Relative Share may appeal to a Referee within fifteen (15) days of the final decision of the Settlement Administrator, provided they pay the cost of the Referee's fee, not to exceed \$75. The Referee shall issue a decision regarding the Class Member's appeal within thirty (30) days. The decision of the Referee is final and not subject to any appeal.

14. The amounts paid pursuant to this settlement are income and the Settlement Administrator shall deduct/remit employee and employer portions of CPP, EI and income tax, and prepare T4 forms as necessary. The Defendant is not responsible to withhold any amounts. The Settlement Administrator and each member of the Class are responsible for any tax or other amounts payable and will indemnify the Defendant for any liability in this regard.
15. The Settlement Administrator shall distribute the payments to the Class Members by cheque to the address provided by the Defendant on the Class List, or to any new/updated address supplied to the Settlement Administrator by the Class Member or by the Defendant. Subject to the defendant's obligation pursuant to s. 8 of the settlement agreement to make reasonable efforts to answer questions and inquiries of Class Counsel and the Settlement Administrator, which may include responding to questions about whether the Defendant has access to different/additional contact information for a Class Member who cannot be located or appears to have moved, the Defendant shall not be responsible for providing the Settlement Administrator with any updates to Class Members' addresses or other contact information, other than providing the initial Class List, described in paragraph 6 above.
16. Cheques shall be treated as stale six months after issued. In the case of stale cheques, the Settlement Administrator shall make at least one attempt to reach out to the Class Member, and the Class Member shall have thirty (30) days from the date of this attempt to provide the corrected information to the Settlement Administrator or to request a fresh cheque in the case of a stale cheque. If the Class Member cannot be located or fails to respond to communication from the Settlement Administrator within the timeline, their funds may be treated as surplus funds available for distribution as may be directed by Class Counsel. The Settlement Administrator will provide Class Counsel with information concerning its efforts to contact a Class Member prior to taking this step.

E. DISTRIBUTION PROCESS

17. Generally, the Settlement Administration Process will be as follows:
 - Step 1: Determination of Class Members' Relative Share and preparation/distribution of notification letters.
 - Step 2: Distribution to Class Members, and remittances to CPP/EI/CRA.
 - Step 3: The Settlement Administrator will provide a report on the results of the Administration and Distribution to Class Counsel.
 - Step 5: If there are sufficient funds (e.g. due to stale cheques, amounts leftover from holdback, etc.), Class Counsel may direct the Settlement Administrator to make a further distribution (e.g. to a Class Member who provided information regarding their eligibility for a payment after the deadline had expired).
 - Step 6: If any amount is remaining after the distribution set out above and the payment of any taxes on account of any interest, such amount shall be paid to the Canadian Diabetes Association, or as directed by the Court.

F. ROLE OF COUNSEL

18. Class Counsel shall oversee the claims process and provide advice and assistance to the Settlement Administrator regarding this Administration Protocol and Distribution Protocol and the claims process.
19. Notwithstanding the foregoing, if, during the administration process, Class Counsel have reasonable and material concerns that the Distribution Protocol is producing an unjust result on the whole or to any material segment of the Class Members or that a modification is required or recommended, they shall move to the Court for approval of a reasonable modification to this Distribution Protocol or for further directions. Class Counsel shall seek input from the Settlement Administrator and Defendant before taking any such steps.

G. CONFIDENTIALITY

20. All information received from the Defendant or the Class Members is collected, used, and retained by the Settlement Administrator pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 for the purposes of administering their Claims.
21. The Settlement Administrator shall destroy any information in connection with this matter following the distribution of the Claim Fund to the Class Members, save and except as may be required to meet the Settlement Administrator's statutory or professional retention obligations.