

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL

GRIGORYEV v RUSSELL SECURITY SERVICES INC.

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

THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ IT CAREFULLY

TO: 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 (the “Class” and “Class Members”)

1. PURPOSE OF THIS NOTICE

This Notice is being provided by email and text based on the records of Russell Security Services Inc. We encourage all Class Members to ensure the Settlement Administrator, RicePoint Administration Inc., has your complete and updated contact information, so that you receive updates about this class action, and so that any payment for which you may be eligible under the proposed settlement is sent to the correct address.

On March 12, 2021, a class action lawsuit was commenced in the Ontario Superior Court of Justice by Maxim Grigoryev (“Grigoryev” and “Plaintiff”) against Russell Security Services Inc. (“Russell Security” and “Defendant”).

The lawsuit alleged that Russell Security failed to pay wages for pre-shift off the clock time owing to Class Members (“Class Action”). The claim alleged Class Members were directed to attend work 15 minutes before their scheduled shift without being paid.

The parties reached an agreement to settle the Class Action. This settlement has been approved by the Ontario Superior Court of Justice.

This Notice describes the settlement in greater detail, including who it applies to, the details of the settlement, and the process by which Class Members will be compensated.

2. WHO DOES THE SETTLEMENT APPLY TO?

The settlement applies to all persons who are members of the class as described in the court order certifying this case as a class action. The class includes:

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.

The occupational titles that fall within the class of Security Guards are:

Alarm Response Standdown Guards, Arnell Guards (Bay Adelaide Centre only), Communications Centre Guards, Concierges, Console Guards, Contractor Watch Guards, Corporate Hosts, Couriers, Dock Masters, Elevator Guards, Emergency Constables (North Bay Regional Health Centre only), Fire Watch Guards,

Flagperson Guards, Forensic Constables (North Bay Regional Health Centre only), Forensic Operators (North Bay Regional Health Centre only), Gate Guards, Labour Dispute Guards, Loading Dock Guards, Loss Prevention Guards/Operatives, Main Operators (North Bay Regional Health Centre only), Mobile Guards, Parking guards, Passcard Administrators, Patient Watch Guards, Patrol Constables (North Bay Regional Health Centre only), Patrol Guards, Plainclothes Guards, Plant Guards, Probationary Guards, Reception Guards, Security Escorts, Security Guards, Security Operations Centre (SOC) Guards, Senior Guards, Special Events Guards, Traffic Signaller Guards, and Trailer Control Guards.

(together referred to as the “**Class Members**” or the “**Class**”)

Members of the Class are bound by the terms of settlement unless they validly opted out by December 17, 2021.

3. WHAT ARE THE DETAILS OF THE SETTLEMENT?

The detailed terms are set out in the settlement agreement between the parties dated August 9, 2021 (the “**Settlement Agreement**”). A copy can be found at <http://russellsecuritysettlement.com/> or www.goldblattpartners.com or by contacting Class Counsel. This Notice contains a summary of some of the key terms of the Settlement Agreement. If there is a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

Pursuant to the Settlement Agreement, the Defendant updated its Security Guard Handbook effective August 13, 2021 to clarify its expectations on a go-forward basis with respect to shift transfer duties, including confirming that employees will be paid for additional time spent performing these duties outside of their scheduled hours if it is determined by the Defendant that this time was worked. Pursuant to the Settlement Agreement, the Defendant was required to communicate these changes to its employees forthwith following the changes. In light of these changes, the settlement provides that the Class Period ends as of August 13, 2021.

Pursuant to the Settlement Agreement, the Defendant will also pay a total, gross amount of CAD \$725,000 (the “**Settlement Fund**”) to compensate for pre-shift duties worked by the Class Members during the Class Period. Payments will be made from the Settlement Fund for Class Counsel Fees, disbursements and a representative Plaintiff honorarium (see more information below). There will also be holdbacks for administrative expenses and taxes (approximately \$125,000). The remaining amount (the “**Claim Fund**”) will be distributed to Class Members through a claims process overseen by a RicePoint Administration Inc. (the “**Settlement Administrator**”) based on the number of weeks worked in the Class during the Class Period. It is estimated that the Claim Fund will be approximately \$362,402.92. It is estimated that the payments to Class Members will average \$151.00, less applicable statutory payroll deductions. Class Members may receive more or less than this amount depending on their number of weeks worked in the Class during the Class Period.

4. RECEIVING A PAYMENT

If your name is on the Class list provided by the Defendant, you will be considered a member of the Class. If your name is not on the Class list, you may be required to submit documents proving

your membership in the Class. If the Settlement Administrator determines you are not a Class Member, you may appeal to a referee, provided you pay a fee.

The Claim Fund will be distributed to Class Members on the basis of the Defendant's records of the weeks worked by each Class Member in the Class Period. The Settlement Administrator will distribute a Notification Letter to each Class Member setting out the amount of their share of the Claim Fund based on the Defendant's records. If you do not agree with the information of the number of weeks you worked in the Class Period, you may appeal to the Settlement Administrator with any records (such as paystubs, schedules) to support your position. If you do not agree with the Settlement Administrator's determination, you may appeal to a referee, provided you pay a fee.

Class Members do not need to do anything to receive a cheque other than ensure their updated address and contact information is provided to the Settlement Administrator. The settlement payments are taxable and subject to employment-related deductions such as CPP/EI. Cheques not cashed within six months will be treated as stale and any such amounts may be donated to charity in accordance with the terms of the Settlement Agreement.

5. WHAT IS THE EFFECT OF THE SETTLEMENT?

The settlement entirely resolves the issues in the Class Action. The settlement represents a compromise of the disputed issues in the litigation. The settlement takes into account a variety of factors including the risks inherent in continuing the litigation and the time that would be required to finally resolve the matter, including appeals.

6. CLASS COUNSEL FEES / HONORARIUM

The Court has approved payment of Class Counsel fees in the amount of 25% of the Settlement Amount, being \$181,250, plus disbursements of \$28,429.44, plus HST. The Court has also approved payment of an honorarium to the Representative Plaintiff in the amount of \$2,000.

MORE INFORMATION AND CLASS COUNSEL CONTACT

To provide your current contact information and mailing address, you may contact RicePoint Administration by phone at 1-888-890-6627.

For more information about the settlement, or if you have any questions, please contact Class Counsel at the address below:

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THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.