

- (c) the Affidavits of Sarah Connell, sworn July 4, 2018, December 13, 2018, and October 6, 2020 and the exhibits thereto;
- (d) the Affidavit of Laura Bruneau, sworn January 28, 2020 and the exhibits thereto; and
- (e) Such further and other evidence as Class Counsel may advise and this Honourable Court may permit.

INTERPRETATION

1. **THIS COURT ORDERS** that for the purposes of the Order, the definitions set out in the Brydges Settlement Agreement, attached hereto as Schedule “A”, apply to and are incorporated into the Order.

CERTIFICATION

2. **THIS COURT ORDERS** that the within action is certified as a class proceeding pursuant to the *Class Proceedings Act*, 1992, S.O. 1992 c. 6 as against the Defendant, Spencer Brydges, on consent for settlement purposes only.
3. **THIS COURT ORDERS** that the Settlement Class is defined as follows:

All individuals who Laurentian University sent notice to in early 2017 indicating that such individual’s personal information may have been accessed, compromised, and/or disclosed, excluding the following: (i) individuals who are members of the Laurentian University Faculty Association, (ii) individuals who are members of the Laurentian University Staff Union; (iii) individuals who are members of the Canadian Union of Public Employees; (iv) senior management and executives of Laurentian; and (v) the Defendant, Spencer Brydges.

4. **THIS COURT ORDERS** that Sarah Connell is appointed as representative Plaintiff for the Settlement Class.

5. **THIS COURT ORDERS** that the proceeding is certified for settlement purposes only as against the Defendant, Spencer Brydges, on behalf of the Settlement Class in respect of the following common issues:
 - i. Did the Defendant, Spencer Brydges, cause an invasion, without lawful justification, of the Class Members' private affairs?
 - ii. Would a reasonable person regard the invasion by Brydges as highly offensive causing stress, humiliation, or anguish?

6. **THIS COURT ORDERS** that this Order, including the certification of the action against Brydges for settlement purposes and the definition of the Settlement Class and common issues, and any reasons given by the Court in connection with this Order, are without prejudice to the rights and defences of Laurentian University of Sudbury in connection with the ongoing action and, without restricting the generality of the foregoing, may not be relied upon by any person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the action as against Laurentian University of Sudbury.

7. **THIS COURT ORDERS** that the settlement as set forth in the Brydges Settlement Agreement is fair, reasonable, and in the best interest of the Class.

8. **THIS COURT ORDERS** that the settlement of this action as between the Plaintiff and the Defendant, Spencer Brydges, on the terms set forth in the Brydges Settlement Agreement pursuant to section 29 of the *Class Proceedings Act*, 1992, S.O. 1992 c. 6, is approved.
9. **THIS COURT ORDERS** that the Brydges Settlement Agreement in its entirety (including its preambles, recitals, and schedules) forms part of this Order and has the full force and effect of an order of this Court.
10. **THIS COURT ORDERS** that the Brydges Settlement Agreement shall be implemented in accordance with its terms and is valid and binding on the Plaintiff, Settlement Class Members, and the Defendant, Spencer Brydges, including persons who are minors or under a disability as defined in the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.
11. **THIS COURT ORDERS** that the need for service or notice of this or any further or subsequent steps in this action on the Office of the Children's Lawyer or the Public Guardian and Trustee, as well as other requirements in Rule 7 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, will be dispensed with.
12. **THIS COURT ORDERS** that the form and content of the Certification and Settlement Approval Notice, substantially in the form attached hereto as Schedule "B", is approved.

13. **THIS COURT ORDERS** that the proposed manner of distributing the Certification and Settlement Approval Notice as described in the Amended Litigation Plan (the “**Notice Plan**”), attached hereto as Schedule “C”, is approved.
14. **THIS COURT ORDERS** that the Certification and Settlement Approval Notice and the Notice Plan constitute fair and reasonable notice to the Settlement Class of the approval of the Settlement and of the right of Settlement Class members to opt-out of the Settlement and the litigation.
15. **THIS COURT ORDERS** that any member of the Settlement Class who wishes to exclude himself or herself from this action must do so by submitting to the Notice and Opt-Out Administrator an Opt-Out Form, together with the information required by the Opt-Out Form, postmarked on or before the date that is thirty (30) days after the Notice and Opt-Out Administrator completes the dissemination of the Certification and Settlement Approval Order in accordance with the Notice Plan (the “**Opt-Out Deadline**”).
16. **THIS COURT ORDERS** that where the postmark is not visible or legible, the request to opt out shall be deemed to have been postmarked four (4) business days prior to the date it is received by the Notice Administrator.
17. **THIS COURT ORDERS** that any member of the Settlement Class who validly excludes himself or herself from this action is not bound by the Brydges Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in the

within action, or to share in the distribution of any funds received as a result of a judgment or settlement in the action.

18. **THIS COURT ORDERS** that any member of the Settlement Class who does not validly exclude himself or herself from this action on or prior to the Opt-Out Deadline will be bound by the Brydges Settlement Agreement, including the releases contained herein and will not be provided with any further right to exclude himself or herself from this action in the future.
19. **THIS COURT ORDERS** that the form and content of the Opt-Out Form, as attached hereto as “Schedule “D”, is approved.
20. **THIS COURT ORDERS** that, within thirty (30) days of the Opt-Out Deadline, the Notice and Opt-Out Administrator shall provide to Class Counsel and Laurentian University of Sudbury a report containing the names of each person who has opted out of the action and a summary of the information delivered by such persons pursuant to paragraph 15 above.
21. **THIS COURT ORDERS** that the Settlement Class (which includes any one or more of them) shall be deemed to have and does hereby release, waive and forever discharge Brydges whether or not specifically named herein, from any and all past, present, and future liabilities, claims, causes of action, damages, costs, lawyers’ fees, losses, or demands, whether known or unknown, existing or potential, or suspected or unsuspected, that (a) were asserted in the action or (b) relate to the breach at Laurentian University of

Sudbury which was disclosed by Laurentian University of Sudbury in January 2017 (the “**Released Claims**”) provided that the Released Claims shall include any unknown claims that a Settlement Class Member does not know to exist against Brydges, which, if unknown, might have affected his decision regarding the settlement of this action; provided further that the representative Plaintiff acknowledges that she and other Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release but the Released Claims shall nonetheless be deemed to include any and all Released Claims without regard to the existence of such different or additional facts concerning Brydges.

22. **THIS COURT ORDERS** that the Settlement Class is forever barred and enjoined from directly or indirectly instituting, continuing, maintaining, asserting, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any manner of claim, demand, action, suit, other statutory liability, cause of action, or demand against Brydges or any other person who may claim contribution or indemnity from Brydges, other than the Defendant, Laurentian University of Sudbury, in respect of any Released Claim or any matter related thereto.


23. **THIS COURT ORDERS** that Epiq Class Action Services Canada Inc. (“**Epiq**”) is appointed as the Notice and Opt-Out Administrator and will perform the duties and responsibilities set out herein and any other related duty of responsibility as ordered by this Court.

24. **THIS COURT ORDERS** that Epiq shall provide Class Counsel, who shall provide the Court, with a report at the conclusion of the administration of the claims process detailing the number of individuals who Opt-Out of the Brydges Settlement Agreement.

25. **THIS COURT ORDERS** that if the Brydges Settlement Agreement is terminated in accordance with its terms, then, without restricting the application of the provisions of the Brydges Settlement Agreement:

- i. This Order shall be set aside and be of no further force or effect; and
- ii. All negotiations, statements, and proceedings relating to the Brydges Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before the Brydges Settlement Agreement was executed.

26. **THIS COURT ORDERS** that the action be dismissed as against the Defendant, Spencer Brydges, without costs and with prejudice.


Justice Leitch

Schedule “A”

SETTLEMENT AGREEMENT

Court File No.: 1076/17 CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N

SARAH CONNELL

Plaintiff

and

**LAURENTIAN UNIVERSITY OF SUDBURY
and SPENCER BRYDGES**

Defendants

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made as at May 22, 2019 between SARAH CONNELL (the “**Plaintiff**”) and SPENCER BRYDGES (“**Brydges**”) (individually a “**Party**” and collectively the “**Parties**”):

RECITALS:

WHEREAS the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of the Plaintiff in any way arising out of or relating to the security incidents that occurred in or about November 5, 2015 through November 10, 2015 and January 21, 2017 through January 25, 2017 impacting the information technology database(s) of Laurentian University of Sudbury;

WHEREAS Brydges denies any liability or wrongdoing and further denies that the Plaintiff has any justifiable claim for relief or that he has any liability to the Plaintiff;

WHEREAS the Parties have agreed on the consideration to be paid to settle all claims made by the Plaintiff;

WHEREAS the Parties agree that neither this Settlement Agreement nor any document relating thereto, nor any action taken to carry out this Settlement Agreement, shall be offered in evidence in any action or proceeding against Brydges in any court, administrative agency or other tribunal in Canada or elsewhere for any purposes

whatsoever other than to give effect to and enforce the provisions of this Settlement Agreement or to seek court approval of the Settlement Agreement;

WHEREAS the Parties have agreed that the settlement set out in this Agreement shall be contingent upon the Parties' compliance with the terms set out herein;

NOW, THEREFORE, subject to Court approval, without any admission or concession by Brydges or the Plaintiff or Class Counsel, it is agreed as follows.

ARTICLE 1 THE TERMS OF SETTLEMENT

1.1 General Terms of Settlement

The general terms of settlement are as follows:

- a) Brydges shall provide a statement of the events regarding the incident that occurred between January 21, 2017 and January 25, 2017 impacting the information technology database(s) of Laurentian University of Sudbury and such statement shall be provided to counsel for the Plaintiff within 30 days of this Settlement Agreement obtaining Court approval;
- b) Brydges shall be examined by counsel for the Plaintiff on the statement provided for in subsection (a) above within 60 days of such statement being provided and shall be permitted to be represented by counsel during any such examination;
- c) Brydges shall swear an affidavit prepared in conjunction with counsel for the Plaintiff in support of certification of the Plaintiff's action in Court File 1076/17CP (the "**Action**") pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6;
- d) if the Action is certified, Brydges shall make himself available for an examination for discovery, if requested, and shall be permitted to be represented by counsel during any such examination;
- e) Brydges shall provide counsel for the Plaintiff with a copy of the transcript from the related criminal trial within 14 days of this Settlement Agreement obtaining Court approval or within 14 days of Brydges obtaining the transcript, whichever date is later;
- f) Subject to applicable provincial and federal laws, Brydges shall provide counsel for the Plaintiff with all information in his possession or knowledge with respect to the vulnerability of Laurentian's information technology systems as they were at the time of the security incident, and which may still exist, and Laurentian University of Sudbury's efforts/abilities to rectify such vulnerabilities; and
- g) the Action shall be dismissed as against Brydges on a without costs and with prejudice basis;

ARTICLE 2 GENERAL

2.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understanding, negotiations, and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other agreements and documents delivered under this Agreement.

2.2 Costs and Expenses

The Plaintiff shall fully bear the costs incurred for the preparation of this Settlement Agreement and any and all ancillary costs, including the fees associated with obtaining independent legal advice on behalf of Brydges, including any fees associated with ongoing independent legal advice required to fulfill all terms of this Agreement.

2.3 Termination of this Agreement

This Agreement shall terminate upon completion of final judgment being awarded to the Plaintiff as against Laurentian University of Sudbury and/or Court approval of a settlement agreement as between the Plaintiff and Laurentian University of Sudbury.

2.4 Survival of Representations and Warranties

All representations and warranties made in this Agreement or any other document delivered in connection with this Agreement will survive the execution and delivery of this Agreement and the other documents in accordance with the provisions of the *Limitations Act, 2002* (Ontario).

2.5 Reviewed by Legal Counsel

Each Party represents and warrants to the other Party that it understand fully the terms of this Agreement and the consequences of its execution and delivery and has been afforded an opportunity to have this Agreement reviewed by, and to discuss this Agreement and any documents executed in connection herewith, such legal and other counsel as they may wish.

Independent Legal Advice

Brydges represents and warrants that he has obtained independent legal advice with respect to the terms, consequences, execution, and delivery of this Settlement Agreement and has completed the Certification of Independent Legal Advice attached hereto as Exhibit "A".

2.6 Governing Law and Jurisdiction

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario. Each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity arising from this Agreement.

2.7 Notices

Any communication must be in writing and either personally delivered, sent by prepaid registered mail, or sent by facsimile, electronic mail or functionally equivalent electronic means of communication.

Any communication must be sent to the intended recipient at its address as follow:

To the Plaintiff at:

c/o Matthew D. Baer
McKenzie Lake Lawyers LLP
1800-140 Fullarton Street
London ON N6A 5P2
baer@mckenzielake.com
Fax: 519-672-2674

To Brydges at:

c/o Golnaz Nayerahmadi
Rochon Genova LLP
121 Richmond Street West, Suite 900
Toronto ON M5H 2K1
gnayerahmadi@rochongenova.com
Fax: 416-363-0263

Any communication delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a business day then the communication will be deemed to have been given and received on the next business day. Any communication transmitted by facsimile, electronic mail or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the communication is transmitted on a day which is not a business day or after 5 p.m. (local time of the recipient), the communication will be deemed to have been received on the next business day). Any communication given by registered mail will be deemed to have been received on the 5th business day after which it is so mailed.

2.8 Further Assurances

Subject to applicable provincial and federal laws, each Party will execute and deliver all further agreements and documents and provide all further assurances, assistance and co-operation as

may be reasonably required by any other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide such assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies.

2.9 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

2.10 Assignment and Enurement

This Agreement may not be assigned by any Party without the express written consent of the other Parties, acting reasonably. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

2.11 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement.


2.12 Counterparts and Facsimile Signatures

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument. Delivery of this Agreement by facsimile or "pdf" or other electronic transmission constitutes valid and effective delivery.

IN WITNESS HEREOF the undersigned have executed this Agreement on May 23, 2019:

Witness: *Emily Assini*
hijlssai

For Sarah Connell

By: 
McKenzie Lake LLP
Per: Matthew D. Baer

Witness: *Golnaz Nayerahmaei*




Spencer Brydges

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

TO: Emily Assini, McKenzie Lake Lawyers (“McKenzie Lake”)
FROM: Golnaz Nayerahmadi, Rochon Genova LLP (the “Legal Representative”)
AND FROM: Spencer Brydges (“Brydges”)
RE: Laurentian University Class Action, Settlement Agreement between the Plaintiff Sarah Connell and the Defendant Spencer Brydges (the “Agreement”)

RECITALS:

The Legal Representative hereby confirms that Brydges has entered into the Agreement voluntarily and with a full understanding of its legal implications.

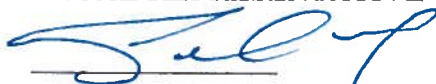
The Legal Representative is a solicitor in good standing in the province of Ontario, and has been retained by McKenzie Lake to provide independent legal advice to Brydges in relation to the Agreement.

In this regard, the Legal Representative hereby confirms:

1. I was and am not acting in any way on behalf of McKenzie Lake or any other party in connection with the action;
2. I have no interest in the matter;
3. I have read the Agreement;
4. I have explained the binding nature and effect of the Agreement to Brydges;
5. Brydges acknowledged to me that he has carefully read the Agreement;
6. I am satisfied that Brydges understands the binding nature and effect of the Agreement, and intends to be bound by the Agreement;
7. Brydges stated to me, and it appeared to me, that he entered into the Agreement willingly and was not under any threat, compulsion, duress, intimidation, inducement, influence or stress from McKenzie Lake or any other person; and
8. I believe that prior to executing the Agreement, Brydges was fully advised and informed with regard to all of the foregoing matters.

Dates at Toronto, this 22nd day of May, 2019

LEGAL REPRESENTATIVE



Golnaz Nayerahmadi
ROCHON GENOVA

ACKNOWLEDGEMENT

The undersigned Brydges acknowledges that he has read the above Certificate of Independent Legal Advice and that statements said to be made by him are true.

Brydges acknowledges that the Legal Representative provided him with independent legal advice in relation to the Agreement. Brydges understands the Legal Representative's explanation of the nature and effect of the Agreement, which will be signed by him.

Brydges is not entering into this Agreement under any duress, stress, influence or inducement.

Dates at Toronto, this 22nd day of May, 2019

By: 
Spencer Brydges

Date: 22/05/2019

Schedule “B”

**LAURENTIAN UNIVERSITY DATA BREACH CLASS ACTION
NOTICE OF CLASS ACTION CERTIFICATION AND SETTLEMENT APPROVAL**

**PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.
*A Court has authorized this notice. This is not a solicitation from a lawyer.***

PURPOSE OF THIS NOTICE

The purpose of this Notice is to advise that: (1) the class action has been certified as a class proceeding by the Court against the Defendant, Spencer Brydges (“**Brydges**”); and (2) that the settlement between the Plaintiff and Brydges (the “**Brydges Settlement Agreement**”) has been approved by the Court.

Importantly, both the certification of the action as a class proceeding and the approval of the Brydges Settlement Agreement do not impact the litigation against the Defendant, Laurentian University of Sudbury (“**Laurentian**”). The litigation against Laurentian continues and Laurentian denies all allegations against it.

You may view a copy of all documents and important updates about this litigation at www.mckenzielake.com.

NATURE OF THE LITIGATION

The lawsuit was commenced by the Plaintiff in the London office of the Ontario Superior Court of Justice under the title of *Connell v. Laurentian University of Sudbury and Spencer Brydges* (the “**Class Action**”).

In the Class Action, the Plaintiff alleges that Brydges perpetrated a data breach at Laurentian which allowed the personal information of certain students and staff members to be compromised, stolen or disclosed. Laurentian denies the allegations in the Class Action and the Court has not made any determination on the merits of the Class Action.

Despite the Brydges Settlement Agreement, the Class Action continues against Laurentian.

CLASS ACTION CERTIFIED FOR SETTLEMENT APPROVAL

On ●, the Court certified this class action as a class proceeding against Brydges for the purposes of approving the settlement.

WHO IS INCLUDED?

The class for purposes of the settlement with Brydges has been defined by the Court to include the following individuals:

All individuals who Laurentian University sent notice to in early 2017 indicating that such individual’s personal information may have been accessed, compromised, and/or disclosed, excluding the following: (i) individuals who are members of the Laurentian University Faculty Association; (ii) individuals who are members of the Laurentian University Staff Union; (iii) individuals who are members of the Canadian Union of Public Employees; (iv) senior management and executives of Laurentian; and (v) the Defendant, Spencer Brydges.

If you fall within this description, please read this notice. **Ignoring this legal notice could affect your rights.**

APPROVAL OF THE BRYDGES SETTLEMENT AGREEMENT

On ●, the Court approved the Brydges Settlement Agreement.

WHAT ARE THE SETTLEMENT TERMS AND BENEFITS?

In exchange for dismissing the Class Action against Brydges, Brydges has agreed to cooperate with the Plaintiff by providing information regarding his role in the alleged data breach. There is no monetary benefit being paid as part of this settlement.

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?

1. Do Nothing. If you wish to continue to participate in the ongoing Class Action, you do not need to do anything at this time. If you do nothing, your rights will be affected and you will be legally bound by the terms of the Brydges Settlement Agreement. This means that you will give up your right to sue Brydges or Laurentian in your own case in relation to any claims you have relating to any of the issues raised in the lawsuit.

OR

2. Opt Out. If you do not want to be legally bound by the Brydges Settlement Agreement, you must exclude yourself from the Class Action by submitting an Opt-out Form **by no later than** ● to the Notice and Opt-Out Administrator as follows:

[EPIQ DETAILS]

Unless you opt-out, you will not be able to sue or continue to sue Brydges or Laurentian in your own case for any claims covered by the class action. Opting-out of the action means that you are opting-out of pursuing this class action against both Brydges and Laurentian. The Opt-out Form and information about how and where to send it are available at [\[website\]](#).

Please take note that if you have your own potential lawsuit against Brydges or Laurentian, there are certain deadlines, called limitation periods, before which you must start your lawsuit. If you do not start your lawsuit before the limitation period expires, your lawsuit will be out of time, and will be legally barred. The commencement of this Class Action suspended the running of proposed class members' limitation periods against Brydges and Laurentian in respect of the allegations made in the Class Action. If you opt out of the Class Action through the process described above, the limitation period that may be applicable to any potential claims you may have against Brydges or Laurentian in relation to this data breach will start running again at that time. If you wish to bring your own independent claim against Brydges or Laurentian, you must start your own lawsuit before your limitation period expires.

If you have questions or concerns about the impact of the limitation periods on any claim you have or may have, you should seek legal advice from your own lawyer.

ARE ANY LEGAL FEES BEING PAID?

Class Counsel are not seeking payment of any legal at this time with respect to the Brydges settlement.

WHO CAN I CONTACT FOR FURTHER INFORMATION?

This Notice contains only a summary of the settlement. If you have questions, you are encouraged to contact Class Counsel at the contact information below. There is no cost or obligation to you.

Class Counsel

McKenzie Lake Lawyers LLP – attention: Emily Assini
1800-140 Fullarton Street
London ON N6A 5P2
Tel: (519) 672-5666
Fax: (519) 672-2674
Email: assini@mckenzielake.com

PLEASE DO NOT ADDRESS QUESTIONS ABOUT THE SETTLEMENT OF THE LITIGATION TO THE COURT, OR TO THE JUDGE, OR TO LAURENTIAN.

Schedule “C”

AMENDED LAURENTIAN DATA BREACH LITIGATION PLAN

Section 5(1)(e)(ii) of the *CPA* requires the plaintiff to produce "a plan for the proceeding that sets out a workable method of advancing the proceeding on behalf of the class and of notifying class members of the proceeding." The plaintiff proposes the following plan, subject to amendments suggested by the Defendants and ordered by the Court.

CLASS COUNSEL AND THEIR TEAM

1. Class Counsel is McKenzie Lake Lawyers LLP and Strosberg Sasso Sutts LLP. Class Counsel have been Class Counsel in many class proceedings and have worked cooperatively on various litigation over a number of years. Class Counsel possesses the requisite knowledge, skill, experience, personnel, and financial resources to prosecute this class action on behalf of all putative class members.

THE DEFINITION OF THE CLASS

2. The "Class" and "Class Members" are defined as: All individuals who Laurentian University sent notice to in early 2017 indicating that such individual's personal information may have been accessed, compromised, and/or disclosed, excluding the following: (i) individuals who are members of the Laurentian University Faculty Association, (ii) individuals who are members of the Laurentian University Staff Union; (iii) individuals who are members of the Canadian Union of Public Employees; (iv) senior management and executives of Laurentian; and (v) the Defendant, Spencer Brydges.

REPORTING TO AND COMMUNICATING WITH THE CLASS MEMBERS

3. Current information on the status of this class action is posted on www.mckenzielake.com (the “Website”). The Website will be updated regularly. Some of the Court decisions will be posted on the Website.

4. The Website allows Class Members to request to be notified of any Court approved notices.

5. The Website allows Class Members to submit inquiries to Class Counsel and receive a response.

LITIGATION SCHEDULE

6. The Plaintiff will ask Justice Leitch to set a litigation schedule for:

- (a) the completion of pleadings;
- (b) motion(s) for judgment;
- (c) the documentary production and delivery of affidavits of documents by the parties;
- (d) examinations for discovery;
- (e) delivery of expert reports; and
- (f) the trial of the common issues, if necessary.

7. The Parties may ask that the litigation schedule be amended, from time to time, as required.

DOCUMENT EXCHANGE AND MANAGEMENT

8. Laurentian possesses most of the documents relating to the liability common issues such as: documents related to the information technology products and services in place at the time, the details of the data breach, and the details regarding Laurentian's response and actions taken after the data breach.

9. These documents will be produced to Class Counsel through the normal production processes such as Laurentian's affidavit of documents, cross-examination, and examination for discovery.

10. Class Counsel will handle the documents produced by Laurentian and use data management systems to organize, code, and manage these documents. For example, Class Counsel will establish and maintain a secure, password protected website.

11. The Plaintiff will produce all relevant documents in her possession or under her control.

12. The Plaintiff has virtually no documentation relating to the liability issues.

DOCUMENTS PRODUCED FROM NON-PARTIES

13. The Plaintiff may seek orders for production of relevant documents in the possession or under the control of non-parties and/or affiliated parties.

PLAINTIFF'S EXPERTS

14. The Plaintiff has retained an expert regarding the data breach. The Plaintiff may retain other experts.

NOTICE OF SETTLEMENT WITH THE DEFENDANT, SPENCER BRYDGES

15. The Plaintiff and the Defendant, Spencer Brydges, have reached a settlement. The Court will be asked to:

- (a) settle the form of the notice (the "Pre-Approval Notice" and the "Certification and Settlement Approval Notice");
- (b) determine the method by which the Pre-Approval Notice and the Certification and Settlement Notice will be given; and
- (c) order Laurentian to disclose to the Notice Administrator the names and contact information of the Class Members in the possession of Laurentian.

16. The Plaintiff proposes that the Pre-Approval Notice and the Certification and Settlement Approval Notice be disseminated by ("Notice Plan"):

- (a) Sending the Pre-Approval Notice and the Certification and Settlement Notice by email directly to Class Members who have a valid email address in the possession of Laurentian and as provided to the Notice Administrator;
- (b) sending the Pre-Approval Notice and the Certification and Settlement Notice by email directly to Class Members who have given an email address to Class Counsel;
- (c) posting it on the Website;
- (d) delivering it to any person who requests it; and
- (e) issuing a press release to Canada Newswire.

NOTICE OF CERTIFICATION OF THIS ACTION AS A CLASS PROCEEDING AND THE OPT-OUT PROCEDURE

17. If the action is certified as a class proceeding, the Court will be asked to:
- (a) settle the form of the notice (the “Notice of Certification”);
 - (b) set an opt-out date;
 - (c) determine the method by which Notice of Certification will be given; and
 - (d) order Laurentian to disclose to the Notice Administrator the names and contact information of the Class Members in the possession of Laurentian.
18. The Plaintiff proposes that the Notice of Certification be disseminated by (“Notice Plan”):
- (a) Having the Notice Administrator send the Notice of Certification directly to the Class Members for whom Laurentian has contact information;
 - (b) sending the Notice of Certification by email directly to Class Members who have given an email address to Class Counsel;

- (c) posting it on the Website;
- (d) posting it on Laurentian's website, until the end of the expiry of the opt out period;
- (e) delivering it to any person who requests it; and
- (f) issuing a press release to Canada Newswire.

19. The Plaintiff proposes the following opt-out procedure:

- (a) the Court will approve the form and content of an opt-out form (the "Opt-Out Form");
- (b) a person may opt out of the action by sending an Opt-Out Form before the opt-out date to a person designated by the Court;
- (c) no person shall be permitted to opt-out a minor or a person who is mentally incapable without leave of the Court after notice to the Children's Lawyer and/or the Public Guardian and Trustee, as appropriate; and
- (d) no Class Member may opt out of the action after the expiration of the opt-out date.

EXAMINATIONS FOR DISCOVERY

20. The Plaintiff intends to examine for discovery the Defendant Spencer Brydges, as well as at least one representative from Laurentian and will seek leave to extend the discovery period beyond 7 hours.

21. The Plaintiff may ask the Court for an order allowing them to examine multiple representatives from Laurentian, if necessary.

AGGREGATE DAMAGES

22. Section 24(1) of the *Class Proceedings Act* allows the Court to award aggregate damages to the Class if certain criteria are established.

23. The Plaintiff plans to deal with aggregate damages by way of a motion at the common issues trial.

DISPUTE RESOLUTION DURING THE CURRENCY OF THE ACTION

24. The Plaintiff is willing to participate in mediation or non-binding alternative dispute resolution efforts if the Defendants are prepared to do so.

THE TRIAL OF THE COMMON ISSUES

25. The Plaintiff will ask the Court to hold a trial of the common issues six (6) months after the completion of examinations for discovery, undertakings, and any motions for refusals.

26. The findings of fact and conclusions on the common issues may permit the judge at the common issues trial to give directions, pursuant to s. 25(3) of the *CPA*, to deal with any remaining individual issues.

THE PROCESS AFTER THE COMMON ISSUES TRIAL

27. If the Plaintiff is successful at the common issues trial or after a motion for judgment, the Court will be asked under s. 25 of the *Class Proceedings Act* to:

- (a) settle the form and content of a notice of resolution of the common issues (the “Notice of Resolution”);
- (b) order that the Notice of Resolution be distributed substantially in accordance with the Notice Plan, except that the Notice of Resolution shall not be emailed to any person who validly opted out of this class action; and
- (c) set a deadline by which each Claimant must file a claim to establish eligibility as a Class Member (“Claims’ Bar Date”).

APPOINTMENT OF AN ADMINISTRATOR AND REFEREE(S) AND THEIR COSTS

28. The Plaintiff will ask the Court to appoint an Administrator and Referee(s), fix their compensation and order the Defendants to pay the cost of this Administration.

THE CLAIM FORM AND DECISIONS ON ELIGIBILITY

29. The Claim Form shall be approved by the Court.

30. Each Claimant must deliver a completed Claim Form by the Claims’ Bar Date.

31. The Administrator must decide in writing whether or not a Claimant is a Class Member and send the decision to the Claimant and, if appropriate, to the Defendants and Class Counsel.

REVIEW OF ADMINISTRATOR’S ELIGIBILITY DECISION BY THE REFEREE(S)

32. Within a period approved by the Court, the Claimant and, if appropriate, the Defendants may appeal the Administrator's decision on eligibility to the Referee.

33. The eligibility review will be dealt with as a paper record review unless a Referee orders otherwise.

34. The review of the Administrator's eligibility decision shall proceed in such manner as the Referee directs.

35. The Referee's decision on eligibility shall be final.

THE DISTRIBUTION PROCESS ON THE ASSUMPTION THAT THE JUDGE AWARDS AGGREGATE DAMAGES TO THE CLASS

36. As soon as practicable after all eligibility reviews are completed, the Administrator shall by motion on notice to Class Counsel and the Defendants, if necessary, report to the Court the proposed distribution of the aggregate damages for each eligible Class Members.

37. No distribution to eligible Class Members shall be made until authorized by the Court. The Administrator may make an interim distribution if authorized by the Court.

38. Each eligible Class Member shall sign such documents as the Administrator may require, in accordance with a protocol approved by the Court, as a condition precedent to receiving any money from the Administrator.

39. In the event that the Defendants do not pay the judgment(s) in full, the Court will be asked to give further directions to ensure that there are no priorities among eligible Class Members.

THE PROCESS ON THE ASSUMPTION THAT ALL INDIVIDUAL DAMAGE ISSUES ARE NOT RESOLVED AT THE COMMON ISSUES TRIAL

40. After determining the common issues, the trial judge will be asked to give directions to resolve any remaining individual issues. The Plaintiff will ask the trial Judge to order test cases to be heard by a Referee(s).

41. The Plaintiff will ask the Court to order the following procedure:

- (a) delivery of pleadings, affidavits of documents, and examinations for discovery;
- (b) the Referee has the power to award prejudgment interest and costs of the hearings; and
- (c) the Referee has the power to make any order to allow the fair determination of the hearings.

42. Following any hearing, the Referee shall prepare a written report setting out his or her reasons for the decision. The Referee will send the report by mail or fax or email to the Defendants, the Administrator, Class Counsel, and shall file the report with the Court. The Referee's report shall be deemed to be confirmed upon the expiration of 15 days after it is filed with the Court unless a Defendant or Class Counsel serve a notice of motion to oppose confirmation of the report within that 15 day period as required by rule 54.09(b).

43. If there is no overall settlement or judgment with the Defendants and each claim must be proven and assessed, then the Defendants should be required to pay to Class Counsel or the Administrator the amount of each judgment immediately after each report becomes final. The money shall be held in trust and invested as the Court directs.

CLASS COUNSEL FEES

44. The Court will be asked to fix the amount of Class Counsel fees, disbursements, and applicable taxes and authorize payment as a fixed charge on the recovery.

CY-PRÈS DISTRIBUTION

45. If there is any residue from the amounts recovered in this action, the Court will be asked to distribute this residue cy-près to a recipient approved by the Court.

FINAL REPORT

46. After the Administrator makes its final distribution, the Administrator shall make its final report to the Court, in such manner as the Court directs, and the Court may then discharge the Administrator.

REVIEW OF THE LITIGATION PLAN

47. This plan will be reconsidered before, during, and after the common issues trial and may be revised by Court order.

Schedule “D”

LAURENTIAN UNIVERSITY DATA BREACH CLASS ACTION OPT-OUT FORM

www.mckenzielake.com

This is NOT a claim form. Completing this OPT-OUT FORM **will exclude you from the class action** and you will **not** receive any compensation arising out of any settlement or judgment in the class action.

This Opt-Out Form **must** be submitted to the Notice Administrator **no later than** **Month Day, Year**.

You can submit this Opt-Out Form via mail, email or fax as follows:

Notice Administrator
Laurentian University Data Breach Class Action
P.O. Box 507 STN B
Ottawa ON K1P 5P6
Email: info@xxx.ca
Fax: 1-XXX-XXX-XXXX

Important:

- No person shall be permitted to opt-out a minor or a person who is mentally incapable without leave of the Court after notice to the Children's Lawyer and/or the Public Guardian and Trustee, as appropriate; and
- No Class Member may opt out of the action after the expiration of the Opt-Out deadline.

SECTION A – CLASS MEMBER NAME AND CONTACT INFORMATION		
<input type="text"/>		
<input type="text"/>	<input type="text"/>	
First Name	Last Name	
<input type="text"/>		
Complete Street Address		
<input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	Province	Country
<input type="text"/>		
Postal Code		
<input type="text"/>		
Telephone Number		
<input type="text"/>		
Email		
<input type="text"/>		

**LAURENTIAN UNIVERSITY DATA BREACH CLASS ACTION
OPT-OUT FORM**

www.mckenzielake.com

SECTION B – REASON FOR OPTING OUT

Please explain your reason(s) for opting-out.

SECTION C – OPT-OUT DECLARATION

I, _____ understand that by opting out, I am confirming that **I do not wish to participate** in the Laurentian University Data Breach Class Action, named *Sarah Connell v. Laurentian University of Sudbury and Spencer Brydges*, Court File No. 1076/17CP.

I understand that by opting out, I will not be a part of this class action lawsuit and I will keep any rights that I may have to sue the Defendants myself. I understand that I will not be bound by any of the Court's orders or judgments in this class action lawsuit and will not get any compensation or benefits from this lawsuit or from any settlement.

Signature

Date

Printed Name

This Opt-Out Form **must** be submitted to the Notice Administrator **no later than** **Month Day, Year**.

Notice Administrator
Laurentian University Data Breach Class Action
P.O. Box 507 STN B
Ottawa ON K1P 5P6
Email: info@xxx.ca
Fax: 1-XXX-XXX-XXXX