

Court File No. 1076/17 CP

SETTLEMENT AGREEMENT

Made as of December 20, 2024

Between

SARAH CONNELL

And

LAURENTIAN UNIVERSITY OF SUDBURY

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RECITALS

- A. **WHEREAS** between January 21, 2017 and January 25, 2017, Laurentian was the victim of a Data Incident in which an unauthorized past student, Spencer Brydges, accessed certain of Laurentian's electronic systems without authorization and captured login credentials (user names and passwords) of certain students and staff, faculty;
- B. **AND WHEREAS** the Plaintiff commenced the Action for damages in relation to the Data Incident;
- C. **AND WHEREAS** the Plaintiff alleges that certain of her data was accessed in the Data Incident;
- D. **AND WHEREAS** Laurentian, to the present, is not aware of any evidence of misuse of any data accessed in relation to the Data Incident;
- E. **AND WHEREAS** Spencer Brydges admitted during the course of a criminal proceeding against him arising from the Data Incident that he had no malicious intention of interfering with the data in Laurentian's electronic systems and did not copy, download or use any of the same data;
- F. **AND WHEREAS** the Action has been resolved as between the Plaintiff and Spencer Brydges, with that settlement having been approved by the Court by Order dated December 14, 2020 and whereas the Plaintiff's action has been discontinued as against the defendant Spencer Brydges as part of that settlement;
- G. **AND WHEREAS** on September 4, 2018, the Plaintiff delivered a motion to certify the Action;
- H. **AND WHEREAS** Laurentian intended to oppose the certification of the Action as a class proceeding but the Plaintiff's motion for certification has not yet been scheduled;
- I. **AND WHEREAS** Laurentian denies all the allegations made, or which could have been made, against it in the Action, has not conceded or admitted any liability, deny fault, liability and that any damages are payable and maintain that it has good and valid defences to the claims asserted in the Action and that Laurentian would have pursued affirmative defences and other defences had the Action not been settled;
- J. **AND WHEREAS** the Plaintiff and Laurentian, through counsel, have engaged in arm's length settlement discussions;
- K. **AND WHEREAS** as a result of the above settlement discussions, the Parties entered into a Memorandum of Understanding to resolve the Action, executed on September 24, 2024,

conditional on the execution of a comprehensive, formal settlement agreement and the approval of the Court;

- L. **AND WHEREAS** the Parties are entering into this Settlement Agreement to achieve a full and final resolution of all claims asserted or which could have been asserted against Laurentian by the Plaintiff and the Settlement Class in the Action, and to avoid further expense and inconvenience of burdensome and protracted litigation;
- M. **AND WHEREAS** Laurentian does not admit, through the execution of this Settlement Agreement or otherwise, any allegation made in the Action, or otherwise, and Laurentian maintains that it has good and valid defences to the claims asserted against it;
- N. **AND WHEREAS** the Plaintiff has fully reviewed and fully understands the principal terms of this Settlement Agreement and, based on Class Counsel's analyses of the facts and law applicable to the Plaintiff's claims, having regard to the burdens and expense in prosecuting the Proceeding, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interest of the Plaintiff and the Class they represent;
- O. **AND WHEREAS** the approval of the Ontario Court is required to approve the Settlement.

NOW THEREFORE in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

For the purposes of this Settlement Agreement, including the recitals and schedules hereto:

- (1) **Action** means *Sarah Connell v. Laurentian University of Sudbury* commenced in the Court at London, Ontario, Court File No. 1076/17 CP.
- (2) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable to the Claims Administrator for the cost of administering this Settlement Agreement, including the costs associated with the Settlement Website and the preparation, translation and publication of the Notice of Certification and Settlement Approval Hearing and the Notice of Settlement Approval, as well as the fees, costs and disbursements of administering and adjudicating the Claims, as detailed at Article 7 and, for the avoidance of doubt, this excludes the Contribution To Class Counsel Fees.
- (3) **Claim(s)** means the Documented Claims and the Undocumented Claims.
- (4) **Claims Administrator** means Class Counsel and any employees of Class Counsel tasked with implementing and administering the claims process in accordance with the Settlement Agreement.
- (5) **Claim Form** means the document that Settlement Class Members must complete and submit, along with the required supporting documentation, if applicable, in order to make a Documented Claim or Undocumented Claim, substantially in the form attached as Schedule “D”.
- (6) **Claims Period** means, in respect of a Settlement Class Member, one hundred (100) days from the first dissemination of the Settlement Approval Notice.
- (7) **Class Counsel** means McKenzie Lake Lawyers LLP.
- (8) **Class Counsel Fees** means the total amounts as may be approved by the Court in class counsel fees and disbursements payable to the Class Counsel in the Proceeding, inclusive of interest and taxes, which will be paid out of the Settlement Fund.
- (9) **Court** means the Ontario Superior Court of Justice.
- (10) **Data Incident** means an incident that occurred between January 21, 2017 and January 25, 2017 where an unauthorized past student, Spencer Brydges, accessed Settlement Class Members’ personal information through certain of Laurentian’s electronic systems.
- (11) **Defence Counsel** means Fasken Martineau DuMoulin LLP.
- (12) **Documented Claim(s)** means a claim by a Settlement Class Member who has suffered damages, losses, costs and/or unreimbursed expenses that were caused by the Data

Incident, which claim is supported by reasonable documentary evidence as determined by the Claims Administrator in its discretion, which documentary evidence may, without limiting the generality of the foregoing, include invoices, receipts, financial records or photos. A Documented Claim may be but is not necessarily related to actual fraud or identity theft suffered.

- (13) **Documented Claims Fund** means the settlement fund totalling a maximum of \$40,000 that will be settled and paid for out of the Settlement Fund in satisfaction of any Documented Claims.
- (14) **Effective Date** means the date upon which the Settlement Approval Order has been received from the Court approving this Settlement Agreement.
- (15) **Execution Date** means the date on the cover page, effective as of which the Parties have executed this Settlement Agreement.
- (16) **Final or Final Order** means the later of a final judgment entered by the Court approving this Settlement Agreement, the time to appeal such judgment having expired without any appeal being taken and, if an appeal is filed, the approval of this Settlement Agreement upon a final disposition of all appeals.
- (17) **Notice of Settlement Approval** means the notice of the Settlement Approval Order approving the Settlement Agreement published and disseminated to Settlement Class Members, in a form attached as Schedules “G” and “H”.
- (18) **Opt-Out Deadline** means the date that is thirty (30) days from the first distribution of the Notice of Certification and Settlement Approval Hearing to Settlement Class Members by the Claims Administrator, which date shall be provided by the Administrator to Class Counsel and Defence Counsel;
- (19) **Party and Parties** means Laurentian, the Plaintiff, and, where necessary, the Settlement Class.
- (20) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (21) **Plaintiff** means Sarah Connell.
- (22) **Notice Approval and Certification Motion** means the hearing for certification of the action for settlement purposes, the Court’s approval of the Notice of Certification and Settlement Approval Hearing and for the appointment of a Claims Administrator.

- (23) ***Notice of Certification and Settlement Approval Hearing*** means the forms of notice attached substantially in both short form and long form as Schedule “B” and Schedule “C”, respectively, informing the Settlement Class, respectively, of the certification of the action for settlement purposes, the dates and location of the upcoming Settlement Approval Motion, the process by which a Settlement Class Member may opt-out of the Settlement Class, and the process by which Settlement Class Members may object to this Settlement Agreement.
- (24) ***Notice Approval and Certification Order*** means the order of the Court (i) certifying the action for settlement purposes (ii) approving the Notice of Certification and Settlement Approval Hearing; (iii) approving a notice plan and ordering the publication and dissemination of the Notice of Certification and Settlement Approval Hearing in accordance with this notice plan, (iv) appointing the Claims Administrator; and (v) scheduling the Settlement Approval Motion.
- (25) ***Proceedings*** means any actions or proceedings, other than the Action, solely advancing Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (26) ***Released Claims*** means any and all manner of claims, demands, actions, suits, and causes of action, whether class, individual, representative or otherwise in nature, whether personal or subrogated, and damages of any kind including compensatory, nominal, punitive or other damages, whenever incurred, and liabilities of any nature whatsoever, including for interest, costs, expenses, Administration Expenses, penalties, and lawyers’ fees (excluding Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, in this or any other Canadian or foreign jurisdiction (all of the foregoing, collectively, “Claims” or, individually, a “Claim”) that the Releasers, or any of them, ever had, could have had, now have, or hereafter can, shall or may have, relating in any way to any conduct occurring anywhere that is alleged or that could have been alleged in the Proceedings arising from, as a result of or in connection with the Data Incident.
- (27) ***Releasees*** means, jointly and severally, individually and collectively, Laurentian and their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, principals, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, stockholders, shareholders, agents, employed or retained lawyers, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- (28) ***Releasers*** means, jointly and severally, individually and collectively, the Plaintiff and the Settlement Class Members who have not opted out and their respective successors, heirs, executors, administrators, trustees and assigns.

- (29) **Settlement** means the settlement provided for in this Settlement Agreement.
- (30) **Settlement Agreement** means this agreement, including the recitals and schedules.
- (31) **Settlement Approval Motion** means the hearing for the Court's approval of the Settlement Agreement.
- (32) **Settlement Approval Order** means the order of the Court to be requested by the Plaintiff, with the consent of Laurentian, approving the terms of the Settlement Agreement and the Notice of Settlement Approval.
- (33) **Settlement Class or Settlement Class Member means:**
- (a) All persons whose personal information was compromised, stolen, and/or disclosed in the Data Incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University.
- (34) **Settlement Fund** means a capped amount equal to, and in no circumstances greater than, two hundred thousand Canadian Dollars (\$200,000 CAD), to be paid by Laurentian to the Claims Administrator in trust for Settlement Class Members after the Effective Date in accordance with Article 3.1 of this Settlement Agreement, which amount is inclusive of interest, class counsel fees, disbursements, taxes, notice and administration costs (including in respect of the claims process), fees, costs and expenses related to the litigation or the settlement.
- (35) **Settlement Website** means the website operated and maintained by the Claims Administrator for the purposes of administering this Settlement Agreement.
- (36) **Undocumented Claim(s)** means a claim by a Settlement Class Member made without the Settlement Class Member having to provide any documentation or proof of harm but only that they are a Settlement Class Member.
- (37) **Undocumented Claims Fund** means the settlement fund totalling a maximum of \$160,000 that will be settled and paid for out of the Settlement Fund in satisfaction of any Undocumented Claims.

ARTICLE 2 – BEST EFFORTS TO SECURE COURT APPROVAL

2.1 Best efforts

- 2.1.1 The Parties shall use their best efforts to fulfill this Settlement Agreement and to secure prompt Court approval and implementation of the Settlement, including the complete and final dismissal of the Action with prejudice and without costs.

- 2.1.2 The Parties agree that, if necessary to give effect to this Settlement Agreement, they will cooperate in entering into such further documentation and agreements as required to effect the agreed-upon Settlement, and in applying to the Court for directions.
- 2.1.3 With the exception of the materials contemplated in Article 4 regarding Class Counsel Fees, the Plaintiff will provide all materials to be filed with or provided to the Court to Laurentian in advance for review and comment.

2.2 Court Approval Required

- 2.2.1 With the exception of those Sections expressly stated to survive the termination of this Settlement Agreement, this Settlement Agreement shall be of no force or effect unless and until this Settlement Agreement is approved by the Court.

2.3 Action in Abeyance

Until the Parties have obtained the Final Order or this Settlement Agreement is terminated in accordance with its terms, whichever occurs first, Class Counsel, the Plaintiff and the Settlement Class agree to hold in abeyance all other steps in the Action, other than the Settlement Approval Motion contemplated by this Settlement Agreement and such other matters required to implement the terms of this Settlement Agreement, unless otherwise agreed to in writing by the Parties.

ARTICLE 3 – SETTLEMENT BENEFITS

3.1 Payment of Settlement Fund

- 3.1.1 Within thirty (30) business days of the Effective Date, Laurentian shall pay to the Claims Administrator the Settlement Fund.
- 3.1.2 The Settlement Fund shall be all-inclusive of all amounts, including, all expenses relating to the Action and the Settlement, interest, costs, fees, Class Counsel Fees, disbursements, taxes and Administration Expenses. The Settlement Fund shall be provided in full satisfaction of the Released Claims against the Releasees. The Releasees shall have no obligation to pay any amount in addition to the Settlement Fund for any reason, pursuant to or in furtherance of this Settlement Agreement or the Action.

ARTICLE 4 – CLASS COUNSEL FEES

4.1 Class Counsel Fees

- 4.1.1 Class Counsel will bring a motion for approval of Class Counsel Fees contemporaneously with or immediately following the Settlement Approval

Motion and such Class Counsel Fees as are approved by the Court shall be reimbursed and paid out of the Settlement Fund after the Settlement becomes Final.

- 4.1.2 Laurentian acknowledges that they are not a party to the motion concerning the approval of Class Counsel Fees. Laurentian will have no involvement in the approval process to determine the amount of Class Counsel Fees and will not make submissions to the Court concerning Class Counsel Fees.
- 4.1.3 Class Counsel's fees and disbursements for the class proceeding, inclusive of interest and taxes, in an amount to be approved by the Court, will be paid out of the Settlement Fund in advance of the distribution of funds to the Settlement Class in respect of Documented Claims and Undocumented Claims with 80% of Class Counsel Fees being paid out of the Undocumented Claims Fund and 20% from the Documented Claims Fund.

4.2 Severability of Class Counsel's Fees

The Parties recognize and agree that the provisions under the present Article 4 are severable from the rest of this Settlement Agreement and that should the total requested amount of Class Counsel Fees provided herein not be approved by the Court, the Settlement Agreement will nonetheless remain binding on the Parties (if approved by the Court). For avoidance of doubt, any order in respect of Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement or delay the Settlement of the Action as provided herein.

4.3 No additional amounts due

Laurentian shall not be liable for any additional lawyers' fees and expenses of Class Counsel, the Plaintiff, or Settlement Class Members above and beyond the Settlement Fund.

ARTICLE 5 – DISTRIBUTION OF SETTLEMENT FUND

5.1 Distribution of Settlement Fund

- 5.1.1 The indemnities provided for in Articles 5.2 and 5.3 will be paid to Settlement Class Members who send valid and timely Claims to the Claims Administrator.
- 5.1.2 The indemnities payable to Settlement Class Members will be distributed at the end of the Claims Period.
- 5.1.3 The Parties are in no way liable for any taxes Settlement Class Members may be required to pay as a result of the receipt of settlement benefits. No opinion concerning the tax consequences of the Settlement Agreement to any Settlement Class Members is given or will be given by the Parties or their respective counsel nor is any party or their counsel providing any representation or guarantee

respecting the tax consequences of the Settlement Agreement as to any Settlement Class Members. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting this Settlement Agreement, if any.

5.2 Indemnification for Documented Claims

- 5.2.1 Settlement Class Members will be eligible to claim the reimbursement of Documented Claims.
- 5.2.2 Settlement Class Members who submit to the Claims Administrator a Claim Form for a Documented Claim: (i) demonstrating their membership in the Settlement Class; and (ii) providing evidence supporting their claim, will be eligible for the reimbursement of their claim following approval by the Claims Administrator (at its discretion), to a maximum of \$1,000 per Settlement Class Member.
- 5.2.3 Documented Claims shall not be approved by the Claims Administrator solely on the basis of a personal declaration, attestation or affidavit of a Settlement Class Member.
- 5.2.4 The total payments to Settlement Class Members for Documented Claims, including the pre-approved Claim of the Plaintiff, shall not exceed the amount remaining in the Documented Claims Fund following payment of Class Counsel Fees.
- 5.2.5 If the Documented Claims exceed the amount remaining in the Documented Claims Fund, each Claim will be reduced pro rata. Any monies remaining in the Documented Claims Fund after the payment of approved Documents Claims will be transferred to the Undocumented Claims Fund.
- 5.2.6 The acceptance of Documents Claims by the Claims Administrator shall not constitute any admission of liability by Laurentian.

5.3 Indemnification for Undocumented Claims

- 5.3.1 Settlement Class Members who submit to the Claims Administrator a Claim Form for an Undocumented Claim demonstrating their membership in the Settlement Class shall be entitled to a maximum of \$35, following approval by the Claims Administrator (at its discretion).
- 5.3.2 The total payments to Settlement Class Members for Undocumented Claims will not exceed the Undocumented Claims Fund following payment of Class Counsel Fees.
- 5.3.3 If the Undocumented Claims exceed the amount remaining in the Undocumented Claims Fund, each Claim will be reduced pro rata.

5.4 No overlap

For clarity, Settlement Class Members will be entitled to assert either a Documented Claim or an Undocumented Claim, but may not receive payments from both the Documented Claims Fund and the Undocumented Claims Fund.

5.5 Claims Period

Settlement Class Members will be entitled to make a Documented Claim or an Undocumented Claim only within the Claims Period.

5.6 Insufficient funds

If either the Documented Claims Fund or the Undocumented Claims Fund is insufficient to pay all approved Documented Claims or Undocumented Claims, respectively, each approved Claim will be proportionally reduced. Under no circumstance will the Releasees or Releasers, or their respective counsel, be liable for any shortfall in either the Documented Claims Fund or Undocumented Claims Funds.

5.7 Unutilized funds

If any monies remain after payment of all valid Claims and other approved payments as set out below, the remaining monies will be distributed *cy-pres* to *The Law Foundation of Ontario Access to Justice Fund*.

5.8 Pre-Approved Documented Claim of the Plaintiff

Having regard to the evidence already filed by the Plaintiff in this matter, the Parties have agreed that the Plaintiff is pre-approved for a Documented Claim in the amount of \$1,000, without the necessity of having to file a Claim Form or any other documentation.

The pre-approved claim shall be paid by the Claims Administrator in accordance with the process and timing set out herein for the payment of Documented Claims.

5.9 Payment of Administration Expenses

All Administration Expenses payable to the Claims Administrator for the costs of administering the settlement, including all notice costs, will be paid out of the Settlement Fund. For avoidance of doubt, Laurentian will not make any payments for the Administration Expenses over and above the Settlement Fund. Any costs over and above the Settlement Fund will be paid by the Plaintiff.

ARTICLE 6 – CERTIFICATION FOR SETTLEMENT PURPOSES

6.1 Action to be Certified on Consent

- 6.1.1 The Parties agree that, for the purposes of this Settlement only, this Action shall be certified as a class proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, c.6, on consent.
- 6.1.2 The sole common issue to be certified shall be: “Did the Defendant owe the Plaintiff and the Settlement Class Members a duty of care in respect of the Data Incident?”
- 6.1.3 The Plaintiff will be appointed as representative Plaintiff for the Settlement Class.
- 6.1.4 For the purposes of the Settlement Approval Order, the Parties agree that the Settlement Class shall be defined as in Article 1(33)(a).

ARTICLE 7 – NOTICES TO SETTLEMENT CLASS AND ADMINISTRATION

7.1 Notices Required

The Plaintiff and the Settlement Class shall be given the following notices: (i) Notice of Certification and Settlement Approval Hearing, in a form attached as Schedules “B” and “C”, or as ordered by the Court; (ii) Notice of Settlement Approval, in a form attached as Schedules “G” and “H”; (iii) if necessary, notice if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect; and (iv) such further notice as may be directed by the Court.

7.2 Notice Plan

The Claims Administrator shall disseminate the Notice of Certification and Settlement Approval Hearing and the Notice of Settlement Approval, respectively as follows:

- 7.2.1 Directly by email in the proposed short form (including hyperlinks to the Settlement Website and the proposed long form notice) to: (i) those Settlement Class Members for whom Laurentian has an email address on file, at their last known email address; and (ii) any Person who registered on the Settlement Website or on Class Counsel’s websites to receive notice. In the case of any soft bounce-backs (in respect of temporarily unavailable email accounts), the Claims Administrator will resend the email one (1) additional time attempting to address the issue-causing the bounce-back.
- 7.2.2 In the proposed long form posted on the Settlement Website and on Class Counsel’s website.

- 7.2.3 The Claims Administrator shall maintain a support line to provide assistance to Settlement Class Members or other Persons who make inquiries on their own behalf or on behalf of Settlement Class Members.

7.3 Verification of Claims

- 7.3.1 The Claims Administrator shall maintain sole and exclusive responsibility for the verification of Claims.
- 7.3.2 The Claims Administrator shall ensure that each Claim Form contains the requisite evidence of a Documented Claim or Undocumented Claim before approving same. The Claims Administrator shall notify by email any Settlement Class Member who submitted a Claim that, in the view of the Claims Administrator, is deficient, providing such Settlement Class Member with thirty (30) days to cure any such deficiency or deficiencies. Following this notice period, the Claims Administrator shall then make a final decision in respect of the admissibility of the Claim and advise such Settlement Class Member accordingly.
- 7.3.3 All decisions of the Claims Administrator shall be final and not appealable in any form before any courts in Canada or in any other country or state. Notwithstanding the foregoing and for the avoidance of any doubt, the Court retains jurisdiction over the Proceeding and the Settlement Agreement.

7.4 Other duties of the Claims Administrator

The Claims Administrator shall also be responsible for:

- 7.4.1 Arranging and maintaining the Settlement Website following the issuance of the Notice Approval and Certification Order;
- 7.4.2 Ensuring a copy of this Settlement Agreement (along with Schedules and Notices) can be accessed and downloaded from the Settlement Website;
- 7.4.3 Ensuring a Claim Form, in the same form attached as Schedule “D”, can be accessed and downloaded from the Settlement Website and that a Settlement Class Member may submit a Claim online directly on the Settlement Website;
- 7.4.4 Providing a copy of the Notice of Certification and Settlement Approval Hearing, Notice of Settlement Approval, Claim Form, and Settlement Agreement and Schedules to any Settlement Class Member making such request and responding to all questions or concerns of Settlement Class Members, either in writing and/or over the telephone;
- 7.4.5 Establishing and managing a toll-free bilingual hotline for Settlement Class Members;

- 7.4.6 Issuing payment from the balance of the Settlement Fund, if any and if required, *cy-pres* to the entity agreed upon by the Parties; and
- 7.4.7 Preparing and issuing the final detailed administration and publication report(s) and filing same with the Court, as applicable, with copies sent to Class Counsel, Defence Counsel and to the charitable cause as agreed upon by the Parties (if applicable).

7.5 Confidentiality

The Claims Administrator shall:

- 7.5.1 Use personal information acquired as a result of this Settlement Agreement solely for purposes of administering Claims under this Settlement Agreement; and
- 7.5.2 Following the completion of the Claims Period, destroy all personal information obtained in connection with the Settlement Agreement in a manner that will ensure that such information cannot be obtained by unauthorized persons.

ARTICLE 8 – SETTLEMENT APPROVAL

8.1 Motions Seeking Approval of the Notice of Certification and Settlement Approval Hearing and Notice of Settlement Approval

- 8.1.1 As soon as practicable after the Execution Date the Plaintiff shall bring the Notice Approval and Certification Motion.
- 8.1.2 As soon as practicable after the Notice Approval and Certification Order is made and the Notice of Certification and Settlement Approval Hearing is disseminated, and no later than 180 days after the Execution Date, the Plaintiff shall bring the Settlement Approval Motion. This is subject to the availability of the Court.
- 8.1.3 The Notice Approval and Certification Order and the Settlement Approval Order shall be in the form attached as Schedules “E” and “F”, or in the form ordered by the Court. The Settlement Approval Order shall contain a term providing that no action may be taken against the Defendant, the Plaintiff, Defence Counsel, Class Counsel without leave of the Court with respect to any issues arising from or in relation to the Settlement.

8.2 Court Approval of Opt-Out Process

- 8.2.1 At the Notice Approval and Certification Motion, the Plaintiff shall seek the Court’s approval of the following process for opting-out of the Action:

- (a) Settlement Class Members may opt-out of the Action by completing the Opt-Out Form attached as Schedule “A” and submitting the form to Class Counsel via email by the Opt-Out Deadline. A Settlement Class Member who provides Class Counsel with substantially the same information as found in the Opt-Out Form by the Opt-Out Deadline shall also be deemed to have opted-out of the Action.
- (b) Class Counsel shall provide Laurentian with a list of Settlement Class Members who opted out of the Action by the Opt-Out Deadline, along with copies of the Opt-Out Forms submitted by these Settlement Class Members, within seven (7) days of the expiry of the Opt-Out Deadline.

8.3 Court Approval of Objection Process

8.3.1 At the Notice Approval and Certification Motion, the Plaintiff shall seek the Court’s approval of the following process for objecting to the Settlement:

- (a) Unless otherwise authorized by the court, any Settlement Class Member who intends to object to or comment on this Settlement Agreement must serve Class Counsel, no later than twenty (20) days prior to the Settlement Approval Motion, with a written notice that includes: (a) the objector’s name, address, telephone number and email address and, if represented by counsel, their name, address, telephone number, fax number, and email address; (b) a statement as to whether the objector intends to appear at the Settlement Approval Motion; (c) a declaration that the objector considers themselves to be included in the Settlement Class; (d) a statement of the objection and the grounds supporting the objection; (e) copies of any papers, briefs or other documents upon which the objection is based; and (f) the objector’s signature.
- (b) Any Settlement Class Member, or their counsel, who files and serves a written objection as described above may appear at the Settlement Approval Motion at the expense of that Settlement Class Member, to object to or comment on any aspect of this Settlement Agreement.
- (c) All written objections received by Class Counsel will be copied to Defence Counsel and the court.
- (d) Unless otherwise authorized by the Court, any Settlement Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights they have to appear separately or object and shall be bound by the terms of this Settlement Agreement (if approved by the Court) and by all proceedings, orders and judgments in this Proceeding.

8.4 Costs

- 8.4.1 Each Party shall bear their own costs of all court attendances in order to complete this Settlement Agreement.

8.5 Pre-Motion Confidentiality

- 8.5.1 Until the Notice Approval and Certification Motion is filed with the Court, the Parties and their counsel shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without prior consent of the other Party, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law.

- 8.5.2 After the Notice Approval and Certification Motion is filed with the Court, the Parties and their counsel shall be permitted to publicly disclose the Settlement Agreement. For greater certainty, nothing in this Settlement Agreement precludes Class Counsel from publishing the Settlement Agreement on its website, or from otherwise communicating with Settlement Class Members regarding the Settlement Agreement, after the Notice Approval and Certification Motion has been filed with the Court.

8.6 No Press Release

- 8.6.1 The Parties agree that other than in connection with any court-approved notice arising from this Settlement Agreement, they will not issue any press release, whether joint or individual, concerning this Settlement Agreement or anything related thereto. The Parties further agree that they will not seek to obtain media coverage in relation to the Settlement Agreement.

- 8.6.2 The Parties specifically agree that the Parties will not make any public statements, comments or any communication of any kind about any negotiations or information exchanged as part of the settlement process. The Parties' obligations under this subsection shall not prevent them from reporting to their clients, or complying with any court order, or from making any disclosure or comment otherwise required by the Settlement Agreement, or from making any necessary disclosure or comment for the purpose of any applicable legislation or professional obligation.

- 8.6.3 If comment is solicited by press or others, the Parties, Class Counsel and Defence Counsel agree and undertake to describe the Settlement and the terms of this Settlement Agreement factually and only as fair, reasonable and in the best interests of the Class and in compliance with Article 11.4 below.

ARTICLE 9 – RELEASES AND DISMISSALS

9.1 Release of the Releasees

- 9.1.1 Upon the Effective Date, in consideration for the payment of the Settlement Fund and for other valuable consideration set forth in this Settlement Agreement, the Releasors forever and absolutely release, relinquish and discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, excepting the obligations created by this Settlement Agreement.
- 9.1.2 The Plaintiff acknowledges that they or any Settlement Class Member may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, but it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this Agreement and that release shall be and remain in effect notwithstanding the discovery or existence of new or different facts.

9.2 No further claims

- 9.2.1 Upon the Effective Date or thereafter, the Releasors and Class Counsel shall not institute, continue, provide assistance for or maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasees, or against any other Person who may claim contribution or indemnity or other claims over relief from any Releasees, in respect of any Released Claim, as the case may be. It is agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section, instituted by a Releasors or by Class Counsel.

9.3 Dismissal of the Proceedings

Upon the Effective Date:

- 9.3.1 Upon the Effective Date, the Action shall be declared settled out of court and shall be dismissed with prejudice and without costs.

9.4 Material term

Without in any way limiting the ability of the Parties to assert that other terms in this Settlement Agreement are material terms, the releases and reservation of rights contemplated in this Article 9 shall be considered a material term of the Settlement Agreement and the failure of the Court to approve the releases and/or reservation of rights contemplated herein shall give rise to a right of termination pursuant to Article 10 of this Settlement Agreement.

ARTICLE 10 – NON-APPROVAL OR TERMINATION

10.1 Right of Termination

- 10.1.1 Laurentian shall, in their sole discretion, have the option to terminate this Settlement Agreement in the event that:
- (a) the Court refuses to grant an order dismissing the Action with prejudice and on a without costs basis;
 - (b) the Court declines to approve this Settlement Agreement or any material part thereof;
 - (c) the Court approves this Settlement Agreement in a materially modified form;
 - (d) the Court issues a Settlement Approval Order that is materially inconsistent with the terms of the Settlement Agreement;
 - (e) the Settlement Approval Order does not become Final;
 - (f) the Settlement Approval Order is reversed on appeal and the reversal becomes a Final Order; or
 - (g) the Court declines to approve the releases, covenants (including the covenant not to sue), dismissals, granting of consent, and reservation of rights contemplated in Article 9, or approves them in materially modified form.
- 10.1.2 If the Settlement Amount is not paid in accordance with Article 3.1, the Plaintiff and Class Counsel, collectively but not separately, shall have the option to terminate this Settlement Agreement or to move before the Court to enforce the terms of this Settlement Agreement.
- 10.1.3 If the Defendants elect to terminate the Settlement Agreement pursuant to Article 10.1.1, or the Plaintiff together with Class Counsel elect to terminate the Settlement Agreement pursuant to Article 10.1.2, a written notice of termination shall be provided by the terminating Party to the other Party forthwith, and, in any event, no later than ten (10) business days after the event upon which the terminating Party relies.
- 10.1.4 Any order, ruling or determination made or rejected by the Court with respect to Class Counsel Fees or the distribution of the Settlement Fund set out herein shall

not be deemed to be a material modification of all, or part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

10.2 Steps Required on Termination

10.2.1 If this Settlement Agreement is terminated, either Laurentian or the Plaintiff shall, as soon as reasonably practicable after termination, on notice to the other Parties, apply for an order:

- (a) declaring this Settlement Agreement null and void and of no force or effect except for the provisions listed in Article 10.5;
- (b) setting aside and declaring null and void and of no force or effect, all prior orders or judgments sought from and entered by the Court in accordance with the terms of this Settlement Agreement;
- (c) to obtain directions about any further notice to be provided to the Settlement Class about the termination of the Settlement Agreement, and the costs of any such notice shall be split evenly between the Plaintiff and Laurentian; and
- (d) authorizing the payment of the Settlement Amount, plus all accrued interest thereon, to Laurentian.

10.3 Notice of Termination

10.3.1 If this Settlement Agreement is terminated, a notice of termination will be given to the Settlement Class Members, the form and content of which notice is to be agreed upon by the Parties or as ordered by the Court, at an expense evenly split between the Plaintiff and Laurentian or as ordered by the Court.

10.3.2 The notice of termination, if necessary, shall be disseminated in a manner agreed upon by the Parties or as ordered by the Court.

10.4 Effect of Termination

Subject to 10.5, in the event this Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason:

10.4.1 This Settlement Agreement shall have no further force or effect and the Parties will be restored to their respective positions prior to the execution of this Settlement Agreement, except as expressly provided herein;

- 10.4.2 No motion to approve this Settlement Agreement which has not been decided shall proceed;
- 10.4.3 the Parties will cooperate in seeking to have all prior orders or judgments sought from and entered by the Court, in accordance with the terms of this Settlement Agreement, set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise;
- 10.4.4 the Claims Administrator will, within thirty (30) days of the written notice pursuant to Article 10.1.3, return to Laurentian all funds paid to the Claims Administrator;
- 10.4.5 this Settlement Agreement shall not be introduced into evidence or otherwise referred to in any litigation against Laurentian.

10.5 Survival of Provisions After Termination

If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, and notwithstanding Article 10.2.1, the provisions of Articles 7.5, 8.5, 10.2, 10.3, 10.4, 10.6, 10.7, 11.1 and 11.2, shall survive and remain in full force and effect

10.6 Disputes Relating to Termination

If there is a dispute about the termination of this Settlement Agreement, the Parties agree that the Court shall determine the dispute on a motion made by a Party on notice to the other Party.

10.7 Handling of Confidential Information in the Event of Termination

In the event of a valid termination, it is understood and agreed that all documents and information exchanged by the Parties during the settlement process are subject to settlement privilege, except to the extent that the documents or information were, are or otherwise become publicly available.

ARTICLE 11 – EFFECT OF SETTLEMENT

11.1 No admission of liability or concessions

- 11.1.1 The Plaintiff and Laurentian expressly reserve all of their respective rights if the Settlement is not approved, is terminated or otherwise fails to take effect for any reason.
- 11.1.2 This Settlement Agreement, whether or not it is implemented, anything contained in it, any and all negotiations, discussions, documents, and communications associated with this Settlement Agreement, and any action taken to implement this Settlement Agreement, shall not be deemed, construed, or interpreted to be (a) an admission or concession by Laurentian of any fact, fault, omission, wrongdoing or liability, or of the truth of any of the claims or allegations made or which could

have been made against Laurentian in the Action, or of the application of any of the pleaded statutes to any of the claims made in the Action or of the entitlement of any Settlement Class Member to compensation or payment for any of the losses and damages alleged in the Action; or (b) an admission or concession by the Plaintiff, Class Counsel or the Settlement Class of any weakness in the claims of the Plaintiff and the Settlement Class, or that the consideration to be given hereunder represents the amount that could or would have been recovered from Laurentian after the trial of the Action

11.1.3 The Releasees deny any liability with respect to any of the allegations made, or which could have been made, against the Defendant in the Action.

11.2 Agreement not evidence or presumption

This Settlement Agreement, whether or not it is implemented, and anything contained herein, and any and all negotiations, discussions, documents, communications, and proceedings associated with this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, quasi-criminal, criminal or administrative action or disciplinary investigation or proceeding brought by any person or government entity or quasi-government Commission in any jurisdiction:

11.2.1 against Laurentian as evidence, or a presumption of a concession or admission of anything; or

11.2.2 against the Plaintiff, Class Counsel, or the Settlement Class, as evidence, or a presumption, of a concession or admission (i) of any weakness in the claims of the Plaintiff and the Settlement Class; or (ii) that the consideration to be given hereunder represented the amount that could or would have been recovered from Laurentian after trial of the Action.

11.3 No Further Litigation

Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person against the Releasees which relate to or arises from the Released Claims. Moreover, Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Action or the negotiation and preparation of this Settlement Agreement, except to the extent such information was, is or becomes otherwise publicly available or unless ordered to do so by a court.

11.4 Non-Disparagement

The Parties, Class Counsel and Defence Counsel agree not to engage in any form of conduct or make any statements or representations, that are untruthful or disparage or otherwise harm the

reputation, goodwill or interests of the other Party, Class Counsel or Defence Counsel. This includes, but is not limited to, statements or representations to the press or other media.

ARTICLE 12 – MISCELLANEOUS

12.1 Motions for Directions

12.1.1 Class Counsel, Defence Counsel or the Claims Administrator may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement at any time.

12.1.2 All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

12.2 Headings, etc.

12.2.1 In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms of “this Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

12.3 Computation of Time

12.3.1 In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) Where there is reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) Only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

12.4 Governing Law

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.

12.5 Severability

Any provision hereof that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be severable from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

12.6 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.7 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

12.8 No waiver

Any failure by any Party to demand adherence to, or seek enforcement of, a deadline applicable to any obligation herein shall in no way constitute a waiver of said obligation or deadline. No waiver of any provision of this Settlement Agreement shall be binding unless consented to in writing by the Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

12.9 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of the Plaintiff, the Settlement Class Members, Laurentian, the Releasors, the Releasees and all of their respective heirs, successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiff shall be binding upon all Releasors and every covenant and agreement made by Laurentian shall be binding upon all Releasees.

12.10 Survival

The representations and warranties contained in this Settlement Agreement shall survive its execution and contemplation.

12.11 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.12 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.13 Recitals and Schedules

The recitals to this Settlement Agreement, and the Schedules attached hereto, both form part of this Settlement Agreement.

12.14 Acknowledgments

12.14.1 Each of the Parties hereby affirms and acknowledges that:

- (a) He, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) The terms of this Settlement Agreement and the effect thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) He, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) No Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute the Settlement Agreement.

12.15 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

FOR THE PLAINTIFF AND CLASS COUNSEL

McKenzie Lake Lawyers

c/o Matthew Baer

Suite 1800, 140 Fullarton Street

London, ON N6A 5P2

Tel: (519) 667-2646

E-mail: matt.baer@mckenzielake.com

FOR THE DEFENDANT LAURENTIAN
UNIVERSITY OF SUDBURY

FASKEN MARTINEAU DuMOULIN LLP

Barristers & Solicitors

333 Bay Street, Suite 2400

Toronto, ON M5H 2T6

Sarah J. Armstrong (LSO# 47747G)

Alex D. Cameron (LSO# 540791)

Tel: (416) 868-3452

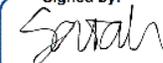
Email: SArmstrong@fasken.com

12.16 Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

SARAH CONNELL on her own behalf and on behalf of the Class that she represents, by her counsel

SARAH CONNELL:

Signed by:

F977D8876A5E4A8...

Name of Authorized Signatory:

Matthew Baer

Signature of Authorized Signatory:

DocuSigned by:

72946A9B569D429...

McKenzie Lake Lawyers
Counsel for the Plaintiff and the Class

**LAURENTIAN UNIVERSITY OF
SUDBURY**

Name of Authorized Signatory:

Dr. Lynn Wells

Signature of Authorized Signatory:



Lynn Wells
President and Vice-Chancellor

Name of Authorized Signatory:

Signature of Authorized Signatory:

**Nicole
Piquette**

Digitally signed by
Nicole Piquette
Date: 2024.12.20
11:50:50 -05'00'

Nicole Piquette
Associate Vice-President of Financial
Services

SCHEDULE “A” – OPT-OUT FORM

OPT-OUT REQUEST

To: Laurentian University Class Action Claims Administrator
Mckenzie Lake Lawyers LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Tel: 1-844-672-5666
Email: christina.wolfe@mckenzielake.com

This is **NOT** a claim form. Completing this OPT-OUT REQUEST will **exclude you** from the lawsuit and any compensation under the Settlement Agreement.

LAURENTIAN UNIVERSITY CLASS ACTION

Sarah Connell v. Laurentian University of Sudbury (Court File No. 1076/17 CP)

Full Name: _____

Current Address: _____

Telephone Number: _____

Email address: _____

<input type="checkbox"/>	I confirm that I wish to be EXCLUDED and NOT participate in the class action lawsuit.
<input type="checkbox"/>	I acknowledge that by Opting-Out, I WILL NOT receive any compensation under the Settlement Agreement.
<input type="checkbox"/>	I understand that any individual claim I may have must be commenced within a specified limitation period or it will be legally barred. I understand that I must mail or email this Opt-Out form by the Opt-Out Deadline [DATE] or else it will not be valid.

<input type="checkbox"/>	I understand that the filing of this class proceeding suspended the running of the limitation period from the time the class proceeding was filed. The limitation period will resume running against me if I Opt-Out of this class proceeding.
--------------------------	--

Optional – Reason for Opting-Out: Please explain your reason(s) for Opting-Out.

Date: _____

Print Name

Print Name of Witness

Signature

Signature of Witness

Note: To validly Opt-Out, this form must be properly completed and received at the above email address or address no later than the Opt-Out Deadline [DATE] at 11:59 p.m. EST.

SCHEDULE “B” – NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING (SHORT)

NOTICE OF SETTLEMENT IN LAURENTIAN UNIVERSITY CLASS ACTION

Please read this Notice carefully. Your legal rights may be affected regardless of whether or not you act.

This Notice is for all Persons whose personal information was compromised, stolen, and/or disclosed in the security incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University of Sudbury (the “Data Incident”).

Sarah Connell v. Laurentian University of Sudbury (Court File No. 1076/17 CP)

The Class Action

A representative Plaintiff (identified as Sarah Connell) commenced a class proceeding against Laurentian (the “Action”), seeking damages on behalf of individuals whose Personal information was in possession of Laurentian and was compromised, stolen, and/or disclosed in the Data Incident. Laurentian denies the allegations made against it in this class proceeding. McKenzie Lake Lawyers LLP represents the class (“Class Counsel”).

The parties to the class proceeding have reached a settlement (the “Settlement”) and the Action has been certified as a class action for the purposes of completing the Settlement.

The Settlement Class is:

All persons whose personal information was compromised, stolen, and/or disclosed in the Data Incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University.

The Proposed Settlement

If the Settlement is approved by the Court, Laurentian has agreed to provide a Settlement Fund of CAD \$200,000.00 to pay Settlement Class Member claims.

If the Settlement is approved, Settlement Class Members would be eligible to submit either a Documented Claim or Undocumented Claim.

Settlement Class Members who have suffered damages, losses, costs and/or unreimbursed expenses caused by the Data Incident and who submit a Claim Form evidencing (i) their Membership in the Settlement Class; and (ii) documented damages incurred as a result of the Data Incident, would be eligible for the reimbursement of such damages up to CAD \$1,000 (“Documented Claim”).

Settlement Class Members who do not have documentation or proof of damages and who submit a Claim Form evidencing their Membership in the Settlement Class would be entitled to CAD \$35 for reimbursement of lost time (“Undocumented Claim”).

How the Case will Proceed

The Court will convene a hearing to decide whether it approves the Settlement and the proposed Class Counsel fees at the same time. This hearing will be held on **[DATE]**.

If you are a Settlement Class Member, and you object to the terms of the Settlement, or to the fees that Class Counsel will request, you are entitled to file a written objection with the Court. The procedure for filing a written objection is as follows:

- Your objection must be sent to the Claims Administrator by **[DATE]**;
- Your objection must include a heading that refers to the Action and court file number (i.e. Sarah Connell v. Laurentian University of Sudbury, Court File No. 1076/17 CP).
- Your objection must include your name, address, telephone number and email address, and if represented by counsel, the name, address, telephone number, fax number, and email address of counsel;
- You must provide a statement as to whether you intend to appear at the Settlement Approval Hearing (Settlement Class Members who object may also ask the Court for the right to speak at the Settlement Approval Hearing);
- You must provide a declaration that you consider yourself to be included in the Settlement Class;
- You must provide your reason(s) for objecting;
- You must provide copies of any papers, briefs or other documents upon which the objection is based; and
- You must provide your signature.

The contact particulars for the Class Administrator are **[CONTACT DETAILS]**

If the Court approves the Settlement, then a further notice will be provided to the Settlement Class with details explaining how to make a claim for a portion of the Settlement Fund.

Participating in the Class Action

If the Settlement is approved by the Court, and you are a Member of the Settlement Class, you are automatically included in the Action, and will be entitled to claim a share of the Settlement Fund, and you will give a release of all potential claims against Laurentian regarding the Data Incident, unless you exclude yourself from the Action by “opting-out”.

If the Settlement is not approved by the Court, and you do not opt out, you will be bound by all results in the Action whether favourable to the Settlement Class or not. However, Settlement Class Members are never liable to pay adverse court costs to Laurentian.

Excluding Yourself from the Class Action

If you fall within the Settlement Class definition and you do not wish to participate in the Action, you must opt-out of the Action, by sending a written election to opt-out to the Claims Administrator at the address above.

The deadline to file the opt-out notice is [DATE].

If you opt-out by the deadline, it means that you may seek to bring your own lawsuit, and you will not be bound by the Settlement or any result in the Action. It also means that you cannot object to the Settlement, or request or obtain any of the Settlement Fund approved by the Court.

If the Court does not Approve the Settlement

If the Court declines to approve the Settlement, it will not be completed, the certification order will be set aside, the Action will continue against Laurentian on a contested basis.

If you have any questions regarding the Settlement or about the class action lawsuit in general, information is available by contacting Class Counsel directly:

McKenzie Lake Lawyers LLP

140 Fullarton Street, Suite 1800

London, ON N6A 5P2

Toll-Free Telephone: 1-844-672-5666

email: christina.wolfe@mckenzielake.com

You can also visit [SETTLEMENT WEBSITE], where you will find information and documents about the Settlement, a Claim Form, plus other information.

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court office will be unable to answer any questions about the matters in this Notice. Please do not contact them.

SCHEDULE “C” – NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING (LONG)

NOTICE OF SETTLEMENT IN LAURENTIAN UNIVERSITY CLASS ACTION

Please read this Notice carefully. Your legal rights may be affected regardless of whether or not you act.

This Notice is for all Persons whose personal information was compromised, stolen, and/or disclosed in the security incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University of Sudbury (the “Data Incident”).

Sarah Connell v. Laurentian University of Sudbury (Court File No. 1076/17 CP)

The Class Action

A representative Plaintiff (identified as Sarah Connell) commenced a class proceeding against Laurentian (the “Action”), seeking damages on behalf of individuals whose Personal information was in possession of Laurentian and was compromised, stolen, and/or disclosed in the Data Incident. Laurentian denies the allegations made against it in this class proceeding. McKenzie Lake Lawyers LLP represents the class (“Class Counsel”).

The parties to the class proceeding have reached a settlement (the “Settlement”) and the Action has been certified as a class action for the purposes of completing the Settlement.

The Settlement Class is:

All persons whose personal information was compromised, stolen, and/or disclosed in the Data Incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University.

The Proposed Settlement

If the Settlement is approved by the Court, Laurentian has agreed to provide a Settlement Fund of CAD \$200,000.00 to pay Settlement Class Member claims.

If the Settlement is approved, Settlement Class Members would be eligible to submit either a Documented Claim or Undocumented Claim.

Settlement Class Members who have suffered damages, losses, costs and/or unreimbursed expenses caused by the Data Incident and who submit a Claim Form evidencing (i) their Membership in the Settlement Class; and (ii) documented damages incurred as a result of the Data Incident, would be eligible for the reimbursement of such damages up to CAD \$1,000 (“Documented Claim”).

Settlement Class Members who do not have documentation or proof of damages and who submit a Claim Form evidencing their Membership in the Settlement Class would be entitled to CAD \$35 for reimbursement of lost time (“Undocumented Claim”).

How the Case will Proceed

The Court will convene a hearing to decide whether it approves the Settlement and the proposed Class Counsel fees at the same time This hearing will be held on [DATE].

If you are a Settlement Class Member, and you object to the terms of the Settlement, or to the fees that Class Counsel will request, you are entitled to file a written objection with the Court. The procedure for filing a written objection is as follows:

- Your objection must be sent to the Claims Administrator by [DATE];
- Your objection must include a heading that refers to the Action and court file number (i.e. Sarah Connell v. Laurentian University of Sudbury, Court File No. 1076/17 CP).
- Your objection must include your name, address, telephone number and email address, and if represented by counsel, the name, address, telephone number, fax number, and email address of counsel;
- You must provide a statement as to whether you intend to appear at the Settlement Approval Hearing (Settlement Class Members who object may also ask the Court for the right to speak at the Settlement Approval Hearing);
- You must provide a declaration that you consider yourself to be included in the Settlement Class;
- You must provide your reason(s) for objecting;
- You must provide copies of any papers, briefs or other documents upon which the objection is based; and
- You must provide your signature.

The contact particulars for the Class Administrator are [CONTACT DETAILS]

If the Court approves the Settlement, then a further notice will be provided to the Settlement Class with details explaining how to make a claim for a portion of the Settlement Fund.

Participating in the Class Action

If the Settlement is approved by the Court, and you are a member of the Settlement Class, you are automatically included in the Action, and will be entitled to claim a share of the Settlement Fund, and you will give a release of all potential claims against Laurentian regarding the Data Incident, unless you exclude yourself from the Action by “opting-out”.

If the Settlement is not approved by the Court, and you do not opt out, you will be bound by all results in the Action whether favourable to the Settlement Class or not. However, Settlement Class Members are never liable to pay adverse court costs to Laurentian.

Excluding Yourself from the Class Action

If you fall within the Settlement Class definition and you do not wish to participate in the Action, you must opt-out of the Action, by sending a written election to opt-out to the Claims Administrator at the address above.

The deadline to file the opt-out notice is [**DATE**].

If you opt-out by the deadline, it means that you may seek to bring your own lawsuit, and you will not be bound by the Settlement or any result in the Action. It also means that you cannot object to the Settlement, or request or obtain any of the Settlement Fund approved by the Court.

If the Court does not Approve the Settlement

If the Court declines to approve the Settlement, it will not be completed, the certification order will be set aside, the Action will continue against Laurentian on a contested basis.

McKenzie Lake Lawyers LLP

140 Fullarton Street, Suite 1800

London, ON N6A 5P2

Toll-Free Telephone: 1-844-672-5666

email: christina.wolfe@mckenzielake.com

You can also visit [**SETTLEMENT WEBSITE**], where you will find information and documents about the Settlement, a Claim Form, plus other information.

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court office will be unable to answer any questions about the matters in this Notice. Please do not contact them.

FREQUENTLY ASKED QUESTIONS

(1) Why did I receive this Notice?

You are receiving this Notice because Laurentian's records indicate that you may be a Settlement Class Member and entitled to claim certain compensation offered under the Settlement, if the Settlement is approved by the Court and you submit a valid and timely Claim.

You have a right to know about the Settlement, and your options, before the Court decides whether to approve the Settlement. If the Court certifies the Settlement Class and approves the Settlement, Laurentian will provide the payments agreed to in the Settlement Agreement to Settlement Class Members who submit valid and timely Claims. This Notice explains the class action lawsuit (or the Action), the Settlement, your legal rights, what compensation is available, who is eligible for that compensation, and how to make a Claim for that compensation. Please read this entire Notice carefully.

(2) What is the class action about?

The individual who filed this lawsuit is referred to as the "Representative Plaintiff", and Laurentian University of Sudbury (or Laurentian) is called the "Defendant" (the Representative Plaintiff and the Defendant are, together, the "Parties"). The Representative Plaintiff alleges that Laurentian is liable for damages resulting from the Data Incident. Laurentian denies the allegations made against it in this class proceeding, and none of the allegations have been proven.

(3) Why is there a Settlement?

The Parties have agreed to the Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Settlement Class Members with reasonable compensation in exchange for releasing Laurentian from any potential liability. The Settlement does not mean that Laurentian did anything wrong, and the Court did not decide which Party was right.

The Parties entered into a Settlement Agreement. The Representative Plaintiff and Class Counsel believe that the Settlement is fair, reasonable and in the best interests of the Settlement Class.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all Schedules describe in greater detail the rights and obligations of all the parties and is available at [\[SETTLEMENT WEBSITE\]](#). If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.

(4) How do I know if I am part of the Settlement?

For the purposes of the Settlement, the Settlement Class is comprised of all Persons whose personal information was compromised, stolen, and/or disclosed in the Data Incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University.

(5) Who is excluded from the Settlement?

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the Settlement. You are excluded from making a Claim in the Settlement if:

- (a) you are not a Settlement Class Member under the terms of the Settlement Agreement; or
- (b) you have validly opted out of the Action.

(6) What is available under the Settlement?

Under the Settlement, Laurentian has agreed to provide a Settlement Fund of CAD \$200,000.00 to pay Settlement Class Member claims. Settlement Class Members may be eligible to submit either a Documented Claim or Undocumented Claim. The Documented Claims Fund is capped at a maximum of CAD \$40,000 and the Undocumented Claims Fund is capped at a maximum of CAD \$160,000.

Under the Settlement, Settlement Class Members may be eligible for compensation through one of the following Claims, provided that they submit a valid and timely Claim:

(A) Documented Claims

Settlement Class Members who suffered damages, losses, costs and/or unreimbursed expenses caused by the Data Incident may be eligible to claim reimbursement of such damages. This includes damages, losses, costs and/or unreimbursed expenses related to fraud or identity theft.

To be eligible for a Documented Claim, the Settlement Class Member must submit a Claim Form and include evidence of the following:

- (a) they are a member of the Class; and

- (b) documented evidence to show damages, losses, costs and/or unreimbursed expenses caused by the Data Incident.

The evidence for a Documented Claim must be objective, reliable and credible, and may include:

- credit card statements,
- invoices; and
- receipts for out-of-pocket expenses incurred.

Only expenses actually incurred by the Settlement Class Member and directly caused by the Data Incident will be approved.

Settlement Class Members who submit a Claim that is approved as a Documented Claim will be eligible for the reimbursement of their damages, up to a maximum of CAD \$1,000.

If the Documented Claims exceed the amount remaining in this fund, each Claim will be reduced pro rata.

(B) Undocumented Claims

Settlement Class Members who do not have a Documented Claim may be eligible for an Undocumented Claim. To be eligible for an Undocumented Claim, the Settlement Class Member must submit a Claim Form establishing that they are a member of the Settlement Class.

Settlement Class Members who submit a Claim that is approved as an Undocumented Claim will be entitled to CAD \$35 for reimbursement of lost time.

If the Undocumented Claims exceed the amount remaining in this fund, each Claim will be reduced pro rata.

Settlement Class Members are not eligible to receive payment for both a Documented Claim and an Undocumented Claim (i.e., Settlement Class Members will be entitled only to submit either a Documented Claim or an Undocumented Claim).

If either the Capped Documented Claims Fund or the Capped Undocumented Claims Fund is insufficient to pay all approved Documented Claims or Undocumented Claims, respectively, each approved Claim will be proportionally reduced.

(7) How do I make a Claim?

The claims process has not yet begun. If the Settlement is approved by the Court at the Settlement Approval Hearing to be held on **[DATE]**, you may make a Claim by doing the following:

- (a) fill out the Claim Form;
- (b) include the required evidence for a Documented Claim; and
- (c) submit the Claim Form and supporting evidence to the Claims Administrator by **mail** (at the address listed on the Claim Form) or by **email** (at the email address listed on the Claim Form) on or before the **[100 days from the first dissemination of the Notice of Settlement Approval]**.

Please keep a copy of your completed Claim Form and all of the supporting evidence and documentation you submit for your own records.

If you fail to submit a Claim Form and supporting evidence and documentation on or before **[100 days from the first dissemination of the Notice of Settlement Approval]**, you will not be eligible for any compensation whatsoever (i.e., you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

(8) What evidence do I need to prove my Claim?

Supporting documentation must be submitted with the Claim Form to be eligible for a Documented Claim.

The supporting documentation required for a **Documented Claim** is evidence of:

- (a) membership in the Settlement Class; and
- (b) documented evidence of damages incurred as a result of the Data Incident.

Settlement Class Members who submit an **Undocumented Claim** must establish their membership in the Settlement Class but do not need to provide any documentation or proof of harm.

(9) Can I submit a Claim on behalf of someone else?

Yes, you can submit a Claim on behalf of someone else if you have legal authority to do so. If a Claim is being submitted on behalf of someone else, the person completing the Claim must explain on the Claim Form why he/she has the authority to act and must attach a copy of any Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing that authority.

(10) If my Claim is successful, when will I receive my payment?

Payments will be distributed at the end of the Claims Period **[100 days from the first dissemination of the Notice of Settlement Approval]**.

(11) Who will review my Claim?

Class Counsel (McKenzie Lake Lawyers LLP) will be appointed by parties or the Court as Claims Administrator to administer the Settlement and the verification of Claims. Once you submit a Claim, it will be reviewed by the Claims Administrator and if the Claim is valid, the Claims Administrator will send you the payment directly.

The Claims Administrator has the sole and exclusive responsibility for the verification of claims. The Claims Administrator will ensure that each Claim Form contains the requisite evidence of either a Documented Claim or Undocumented Claim before approving the Claim.

(12) What if my Claim is found to be incomplete?

Settlement Class Members that submit deficient Claims will be notified by the Claims Administrator by email. The Settlement Class Member will then have **thirty (30) days** to submit materials to cure any deficiencies. The Claims Administrator will then make a final decision regarding the admissibility of the Claim and advise the Settlement Class Member accordingly.

(13) Do I have a lawyer in this case?

Yes. The law firm representing the Settlement Class (Class Counsel) is listed below. You will not be charged for contacting these lawyers for more information. If you want to be represented by your own lawyer, you may hire one at your own expense.

McKenzie Lake Lawyers LLP

140 Fullarton Street, Suite 1800

London, ON N6A 5P2

Toll-Free Telephone: 1-844-672-5666

email: christina.wolfe@mckenzielake.com

(14) How will the lawyers representing the Settlement Class be paid?

At the same time as or following the Settlement Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses. The Court may award something less than the amount requested by Class Counsel.

You may continue to check on the progress of Class Counsel's request for fees and expenses by visiting [**SETTLEMENT WEBSITE**].

(15) What if I don't agree with the Settlement?

If you are a Settlement Class Member, you can tell the Court that you don't agree with the Settlement or some part of it by filing an objection. In an objection, you can give the Court reasons why you think the Court should not approve the Settlement. The Court will consider your views.

To object, you must serve Class Counsel with a signed written notice ("Objection Form") on or before [**DATE**] (20 days prior to the approval hearing). Objections submitted after this date will not be considered. Be sure to include the following information:

- (a) a heading that refers to the Action and court file number (i.e. Sarah Connell v. Laurentian University of Sudbury, Court File No. 1076/17 CP).
- (b) your name, address, telephone number and email address, and if represented by counsel, the name, address, telephone number, fax number, and email address of counsel;
- (c) a statement as to whether you intend to appear at the Settlement Approval Hearing;
- (d) a declaration that you consider yourself to be included in the Settlement Class;
- (e) a statement of the objection and the grounds supporting the objection;
- (f) copies of any papers, briefs or other documents upon which the objection is based; and
- (g) your signature.

If you want to speak at the Settlement Approval Hearing, you must indicate that you intend to do so in your Objection Form. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself. If you do not state your intention to appear in your Objection Form, or you do not submit a signed and completed Objection Form before [**DATE**], you will waive all objections and can be barred from speaking at the Approval Hearing.

(16) What is the Settlement Approval Hearing?

The Court will hold a hearing to decide whether to approve the Settlement and Class Counsel Fees. You may attend and you may ask to speak, subject to the requirements above, but you do not have to attend.

(17) When is the Settlement Approval Hearing?

The Settlement Approval Hearing will take place on:

- **[DATE]**: Ontario Superior Court of Justice,

At this Settlement Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to Settlement Class Members who have asked to speak at the Settlement Approval Hearing. After the Settlement Approval Hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

(18) Do I have to attend the Settlement Approval Hearing?

No, you do not need to attend the Settlement Approval Hearing, but you are welcome to attend at your own expense.

If you submit an objection, you do not need to attend in Court to talk about it. As long as you have served your signed and completed Objection Form on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

Settlement Class Members do not need to attend the Settlement Approval Hearing or take any other action to indicate their approval of the Settlement. Class Counsel will answer any questions that the Court may have.

(19) What happens if I do nothing at all?

If the Court approves the Settlement and you do nothing at all, you will not receive any compensation from the Settlement. In order to receive compensation in the Settlement, you must submit a Claim Form with the supporting evidence specified on the Claim Form. Unless you previously and validly excluded yourself (opted out), you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Laurentian about the legal issues in this class action.

However, even if you take no action, you will keep your right to sue Laurentian for any other claims not resolved by the Settlement, subject to any applicable limitation periods.

(20) How can I get more information?

This Notice summarizes the essential terms of the Settlement. The Settlement Agreement and its Schedules, which you can view at [\[SETTLEMENT WEBSITE\]](#), describe in greater detail the rights and obligations of all the Parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

If you have any questions regarding the Settlement or about the class action lawsuit in general, information is available by contacting Class Counsel directly:

McKenzie Lake Lawyers LLP

140 Fullarton Street, Suite 1800

London, ON N6A 5P2

Toll-Free Telephone: 1-844-672-5666

email: christina.wolfe@mckenzielake.com

You can also visit [\[SETTLEMENT WEBSITE\]](#), where you will find information and documents about the Settlement, a Claim Form, plus other information.

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court office will be unable to answer any questions about the matters in this Notice. Please do not contact them

SCHEDULE “D” – CLAIM FORM

LAURENTIAN UNIVERSITY CLASS ACTION SETTLEMENT: CLAIM FORM

Private & Confidential

Please read this Claim Form carefully and complete it in full. Failure to fully complete this Claim Form and/or sign it will result in your Claim being rejected. Once completed and signed, submit this Claim Form to the Claims Administrator postmarked on or before deadline to submit a Claim Form **[100 days from receiving the Notice of Settlement Approval]**. Please mail your completed Claim Form to the address below.

McKenzie Lake Lawyers LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Toll-Free Telephone: 1-844-672-5666
email: christina.wolfe@mckenzielake.com

You may submit your claim online by completing the form available at **[case website]**.

This Claim Form is for Settlement Class Members who wish to claim compensation under the Settlement Agreement dated **[execution date]** relating to the Laurentian Data Incident.

“Data Incident” means the incident occurring between January 21, 2017 and January 25, 2017 at Laurentian University.

“Settlement Class Members” means all Persons whose personal information was compromised, stolen, and/or disclosed in the Data Incident.

CATEGORY OF CLAIMS:

A **Documented Claim** means a claim by a Settlement Class Member who has suffered damages, losses, costs and/or unreimbursed expenses that were caused by the Data Incident, which claim is supported by reasonable documentary evidence as determined by the Claims Administrator, in its discretion. This documentary evidence may include:

- invoices;
- receipts;
- financial records; and/or

- photos.

A Documented Claim may be but is not necessarily related to actual fraud or identity theft suffered.

An **Undocumented Claim** means a claim by a Settlement Class Member made without the Settlement Class Member having to provide any documentation or proof of harm but only that they are a Settlement Class Member.

If you are submitting a Documented Claim, you must provide responses to the questions in Sections 4 and 5 below.

Settlement Class Members are not eligible to receive payment for both a Documented Claim and an Undocumented Claim (i.e., Settlement Class Members will be entitled only to submit either a Documented Claim or an Undocumented Claim).

Check one of the boxes below to indicate whether you are submitting a Documented Claim or an Undocumented Claim.

- Documented Claim
- Undocumented Claim

1. Claimant Identification

Provide the following information about the person submitting this Claim for compensation, or, if applicable, on whose behalf you are submitting this Claim:

A. Current Contact Information

First Name:		Middle Initial:
Last Name:		
Prior Last Name(s) (if applicable):		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:		Email Address:
Date of Birth (dd/mm/yyyy):		

B. Contact Information at the time of the Data Incident

PLEASE NOTE: If your current contact information is different from the contact information Laurentian University would have had on file at the time of the Data Incident (January 21 to 25, 2017), please provide your previous contact information below.

This section applies to you if, for example, you have since moved away or are currently using a different email address.

Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Email Address:		

2. Representative Identification (if you are submitting this Claim on behalf of a Settlement Class Member who is deceased or for another reason)

If you are submitting this Claim as a representative on behalf of a Settlement Class Member, provide the following personal identification information and attach a copy of the Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing your authority to act on this person's behalf:

YOU ARE SUBMITTING THIS CLAIM ON BEHALF OF SOMEONE WHO IS:		
<input type="checkbox"/> DECEASED	<input type="checkbox"/> OTHER REASON (Identify)	
Representative's Full Name:		
Representative's Relationship to Claimant:		
Representative's Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Representative's Phone Number:		Representative's Email Address:
Representative's Law Firm Name (if applicable):		

3. Legal Counsel Identification (if applicable)

This section is to be completed only if a lawyer is representing the Claimant. Please note that if you complete Section 3 below, all correspondence will be sent to your lawyer, who must notify the Claims Administrator of any change in mailing address. If you change lawyers, you must notify the Claims Administrator in writing of the new information.

Law Firm Name:		
Lawyer's Full Name:		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:		Email Address:
Law Society / Barreau Number:		

4. Information Regarding Damages Incurred as a Result of the Data Incident Only fill out this Section if you are submitting a Documented Claim

In the checklist below select at least one type of cost or expense, to the best of your recollection, to describe the damages, losses, costs and/or unreimbursed expenses you incurred as a result of the Data Incident.

- Unauthorized opening of an account, whether a chequing account, a savings account, a mobile phone subscription, etc.
- Taking control of a pre-existing account (account takeover).
- Unauthorized application for a credit card, a prepaid card, or financing such as a loan or margin.
- Purchasing of insurance.
- Providing a guarantee or endorsement as part of a transaction.
- Credit-related costs (ex. Purchasing credit monitoring services or identity theft protection, credit reports, costs to replace a freeze or alert on credit, costs to correct an error on a credit report or credit score).
- Unauthorized, unreimbursed charges on credit or debit card or account.

- Cost to hire someone to help correct your credit.
- Fees paid on your account (ex. late fees, payment fees, overdraft fees, returned cheques, customer service, card cancellation or replacement).
- Other costs or unreimbursed expenses, including related to identity theft or fraud, as a result of the Data Incident (please describe below).

What is the total amount of out-of-pocket damages claimed (in CAD)?: \$ _____

5. Supporting Documentation

Note: Failure to provide supporting documentation will result in your Documented Claim being rejected.

Attach to this Claim Form documentation of unreimbursed damages, losses, costs and/or expenses which were caused by the Data Incident. This may include unreimbursed damages, losses, costs and/or expenses related to fraud or identity theft.

The evidence of a Documented Claim must be objective, reliable and credible, such as credit card statements, invoices, and receipts, financial records or photos of out-of-pocket expenses incurred.

Only damages, losses, costs and/or expenses actually incurred related to the services included in the categories listed in Section 4 above may be claimed, provided that it can be established they were directly caused by the Data Incident, as determined by the Claims Administrator in its sole discretion.

6. Privacy Statement

All personal information provided by or on behalf of the Claimant to the Claims Administrator will be handled in accordance with applicable privacy laws. Such information will be used solely for the purposes of administering the Settlement Agreement. The information provided will be treated as private and confidential and will not be disclosed without the express written consent of the Claimant, except in accordance with the Settlement Agreement, Settlement Approval Order and/or other orders of the Ontario Superior Court of Justice.

7. Signature & Date

By signing below, I declare under penalty of perjury that I am a Settlement Class Member or a representative of a Settlement Class Member as disclosed in Section 2 above, and that the information provided and submitted in this Claim Form is true and correct to the best of my knowledge. I understand that this Claim Form and the supporting documentation attached hereto

may be subject to audit, verification, and review by the Claims Administrator and/or Court. I also understand that if the information in this Claim Form or the supporting documentation attached hereto is believed or found to be fraudulent, I will not receive any payment. I agree to participate in the Settlement.

Date	Signature of Claimant (or Representative)
	Printed Name of Claimant (or Representative)
Date	Signature of Claimant's Lawyer (if any)
	Printed Name of Claimant's Lawyer (if any)

8. Reminder Checklist

- I have reviewed this Claim Form for completeness and correctness.
- I have signed and dated this Claim Form.
- I have attached the required supporting documentation.
- I have made a copy and kept a copy of this Claim Form and all supporting documentation for my records.

9. Submit this Claim Form (with required supporting documentation attached)

Once completed and signed, submit this Claim Form, with the required supporting documentation attached, to the Claims Administrator online or by mail to the address below postmarked on or before deadline to submit a Claim Form **[100 days from receiving the Notice of Settlement Approval]**. To submit a Claim Form online, please visit **[case website]**.

If you fail to submit this Claim Form and/or supporting evidence and documentation on or before deadline to submit a Claim Form **[100 days from receiving the Notice of Settlement Approval]**, you will not be eligible for any compensation whatsoever. Sending in a Claim Form late will be the same as doing nothing.

Please note that if your Claim is successful, payments will be distributed at the end of the Claims Period **[100 days from receiving the Notice of Settlement Approval]**. This process will take some time, and your patience is appreciated.

If you have any questions about this Claim Form or the Settlement generally, please visit **[SETTLEMENT WEBSITE]** or call **[CLAIMS ADMINISTRATOR PHONE NUMBER]**. You can also contact Class Counsel directly:

<p>McKenzie Lake Lawyers LLP 140 Fullarton Street, Suite 1800 London, ON N6A 5P2</p> <p>Toll-Free Telephone: 1-844-672-5666 email: christina.wolfe@mckenzielake.com</p>	
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Please note that in case of any discrepancy between the terms of this Claim Form and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this Notice shall have the meaning ascribed in the Settlement Agreement.

SCHEDULE “E” – DRAFT NOTICE APPROVAL AND CERTIFICATION ORDER

Court File No. 1076/17 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, THE _____
)
)
) DAY OF _____, 2024

B E T W E E N:

SARAH CONNELL

Plaintiff

- and -

LAURENTIAN UNIVERSITY OF SUDBURY

Defendant

Proceeding under the Class Proceedings Act, 1992, SO, 1992, c 6;

ORDER

(Notice of Certification and Settlement Approval Hearing)

THIS MOTION, made in writing by the Plaintiff, for an Order granting certification and approving the form of notice of the settlement approval hearing was heard on [●] at [●].

ON READING the materials filed by the Parties, including the settlement agreement between them, dated [DATE] (the “Settlement Agreement”), a copy of which is attached to this Order as Appendix “A”;

AND ON BEING ADVISED that (i) the Defendant consents to this Order and (ii) McKenzie Lake Lawyers LLP consents to being appointed as Claims Administrator;

1. THIS COURT ORDERS that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

2. THIS COURT ORDERS that this Action is certified as a class proceeding as against the Defendant, for settlement purposes only;

3. THIS COURT ORDERS that the “Settlement Class” is defined as follows:

All persons whose personal information was compromised, stolen, and/or disclosed in the Data Incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University.

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

5. THIS COURT ORDERS that the following common issue is certified:

Did the Defendant owe the Plaintiff and the Settlement Class Members a duty of care in respect of the Data Incident?

6. THIS COURT ORDERS that the form and content of the Notice of Certification and Settlement Approval Hearing , is approved;

7. THIS COURT ORDERS that the Notice of Certification and Settlement Approval Hearing be disseminated in accordance with the Notice Plan;

8. THIS COURT DECLARES that the dissemination of the Notice of Certification and Settlement Approval Hearing as set out in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members entitled to notice, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO, 1992, c 6;

9. THIS COURT ORDERS that McKenzie Lake Lawyers LLP is appointed as Claims Administrator to deliver the Notice of Certification and Settlement Approval Hearing in accordance with the Notice Plan to deliver the Notice of Certification and Settlement Approval Hearing in accordance with the Notice Plan and to perform the duties and responsibilities set out in the Settlement Agreement and any other related duty or responsibility as ordered by this Court;

10. THIS COURT ORDERS that all information provided to the Claims Administrator by or about Settlement Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be collected, used, and retained by the Claims Administrator and/or its agents pursuant to applicable privacy laws and solely for purposes of administering Claims under this Settlement Agreement, and that all such information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with this Order, the Settlement Agreement, and any other order of this Court;

11. THIS COURT ORDERS that the Objection Deadline means the first business day that is twenty (20) days prior to the date of the Settlement Approval Motion;

12. THIS COURT ORDERS that a Settlement Class Member who wishes to file with the Court an objection or comment on the Settlement Agreement must serve Class Counsel with a written notice that includes: (a) a heading that refers to the '*Sarah Connell v. Laurentian University of Sudbury*', '*Class Action*' and relevant court file number; (b) the objector's name, address, telephone number and email address and, if represented by counsel, the name, address, telephone number, fax number, and email address of counsel; (c) a statement as to whether the objector intends to appear at the Approval Hearing; (d) a declaration that the objector considers themselves to be included in the Settlement Class; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs or other documents upon which the objection is based; and (g) the objector's signature;

13. THIS COURT ORDERS that any putative Member of the Settlement Class who opts out of the Action may not also object to or comment on the Settlement Agreement and that any such objection or comment received therefrom shall be deemed withdrawn;

14. THIS COURT ORDERS that the Settlement Approval Motion and the **Class Counsel Fees** motion will be heard at the London Courthouse, 80 Dundas St. London, Ontario, N6A 6A3 on **[DATE]**;

15. THIS COURT ORDERS that the date and time of the Settlement Approval Motion are subject to adjournment by the Court without further notice to Settlement Class Members;

16. THIS COURT ORDERS that Class Counsel must file its motion materials in support of the Settlement Agreement and corresponding Settlement, and its **motion materials in support of Class Counsel Fees claimed**, no less than seven (7) days before the Settlement Approval Motion;

17. THIS COURT ORDERS that any party affected by this Order may apply to the Court for further directions;

18. THIS COURT ORDERS that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail.

The Honourable [●]

SCHEDULE “F” – DRAFT SETTLEMENT APPROVAL ORDER

Court File No. 1076/17 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
) _____, THE _____
) DAY OF _____, 2024

B E T W E E N:

SARAH CONNELL

Plaintiff

- and -

LAURENTIAN UNIVERSITY OF SUDBURY

Defendant

Proceeding under the Class Proceedings Act, 1992, SO, 1992, c 6;

ORDER
(Settlement Approval)

THIS MOTION, made by the Representative Plaintiff, for an Order approving the Settlement Agreement entered into with the Defendant was heard on [●] at [●].

ON READING the materials filed by the Parties, including the settlement agreement between them, dated [DATE] (the “Settlement Agreement”), a copy of which is attached to this Order as Appendix “A”, and upon hearing the submissions of Class Counsel and of counsel for the Defendant, and upon being advised of the validly filed objections to the Settlement, and upon being advised of the number of validly filed opt outs from the Settlement;

AND ON BEING ADVISED that (i) the Defendant consents to this Order and (ii) McKenzie Lake Lawyers LLP consents to continuing as Claims Administrator;

AND without any admission of liability on the part of the Defendant, the Defendant having denied liability in this Action;

1. THIS COURT ORDERS that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

2. THIS COURT DECLARES that:

(a) the Claims Administrator has completed the dissemination of the Notice of Certification and Settlement Approval Hearing in accordance with the Notice Plan.

(b) the deadline for objecting to the Settlement Agreement was [DATE];

3. THIS COURT ORDERS that this Order, including the Settlement Agreement, is binding upon the Defendant in accordance with the terms thereof, and upon each Member of the Settlement Class who did not validly opt out of this Action, including those persons who are minors or mentally incapable, and that the requirements of rules 7.04(1) and 7.08(4) of the Rules of Civil Procedure, RRO 1990, Reg 194, are dispensed with in respect of the Action;

4. THIS COURT DECLARES that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class;

5. THIS COURT ORDERS that the Settlement Agreement is hereby approved pursuant to s 29 of the *Class Proceedings Act, 1992*, SO, 1992, c 6, and shall be implemented and enforced in accordance with its terms and the terms of this Order;

6. THIS COURT ORDERS that the benefits set forth in the Settlement Agreement are provided in full satisfaction of the obligations of the Defendant under the terms of the Settlement Agreement;

7. THIS COURT ORDERS that this Order gives effect to the release in favour of the Defendant provided for in the Settlement Agreement;

8. THIS COURT ORDERS that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the Representative Plaintiff and all Settlement Class Members;

9. THIS COURT ORDERS that McKenzie Lake Lawyers LLP is appointed as Claims Administrator to administer the claims process in accordance with the Settlement Agreement and to perform any other related duty or responsibility as ordered by this Court, as required by the Settlement Agreement, or as agreed to in writing by the Parties and McKenzie Lake Lawyers LLP;

10. THIS COURT ORDERS that the form and content of the Notice of Settlement Approval, substantially in the form attached as Appendix "B" to this Order, are hereby approved;

11. THIS COURT ORDERS that the Notice of Settlement Approval be disseminated in accordance with the Notice Plan, a copy of which is attached to this Order as Appendix “C”;

12. THIS COURT ORDERS that the dissemination of the Notice of Settlement Approval as set out in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members entitled to notice, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO 1992, c 6;

13. THIS COURT ORDERS that the costs and fees of the Claims Administrator, including the costs associated with disseminating the Notice of Settlement Approval, shall be paid out of the Settlement Fund in accordance with the terms of the Settlement Agreement;

14. THIS COURT ORDERS that all information provided to the Claims Administrator by or about Settlement Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be collected, used, and retained by the Claims Administrator and/or its agents pursuant to applicable privacy laws and solely for purposes of administering Claims under this Settlement Agreement, and that the information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with this Order, the Settlement Agreement, and any other order of this Court;

15. THIS COURT ORDERS that the form and content of the Claim Form, substantially in the form attached hereto as Appendix “D” to this Order, are hereby approved;

16. THIS COURT ORDERS that in order to receive the indemnification set out in the Settlement Agreement, Settlement Class Members must submit a Claim Form to the Claims Administrator on or before the deadline to submit a Claim Form, which is no later than one hundred days from the first dissemination of the Notice of Settlement Approval;

17. THIS COURT ORDERS that, upon the Effective Date, the Action is hereby dismissed as against the Defendant without costs and with prejudice;

18. THIS COURT ORDERS that each Settlement Class Member shall be deemed to have consented to the dismissal as against the Releasees, without costs and with prejudice, of any and all proceedings asserting the Settlement Class Members’ Released Claims;

19. THIS COURT ORDERS that Settlement Class Members shall be deemed to release and forever discharge the Releasees of and from any and all Released Claims;

20. THIS COURT ORDERS that the Settlement Class Members shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or other person, any action, suit, cause of action, claim or demand against any Releasees, or against any person who is entitled to claim contribution or indemnity from any Releasees, in respect of any Released Claim;

21. THIS COURT ORDERS that neither the Settlement Agreement, including all provisions therein and its Schedules, nor any action taken under the Settlement Agreement, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the Parties of the truth of any fact alleged or the validity of any claim or defence asserted in the Action, or in any other litigation, court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of the Parties except as may be required to enforce or give effect to the Settlement and the Settlement Agreement;

22. THIS COURT ORDERS that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Settlement Class;

23. THIS COURT ORDERS that this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement, subject to the terms and conditions set out in the Settlement Agreement;

24. THIS COURT ORDERS that any Party may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties;

25. THIS COURT ORDERS that if the if the Case Management Judge assigned in this Action is, for any reason, unable to fulfill any of the duties set out in the Settlement Agreement or this Order, another Judge of the Court shall be appointed in his stead;

26. THIS COURT ORDERS that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail;

27. THIS COURT ORDERS that there shall be no costs of this motion.

The Honourable [●]

SCHEDULE “G” - LAURENTIAN UNIVERSITY CLASS ACTION – NOTICE OF SETTLEMENT APPROVAL (SHORT)

Read this notice carefully as it may affect your rights

Detailed information and updates are available on the Settlement Website at [WEBSITE]

Who is this Notice for?

This Notice is for all persons whose personal information was compromised, stolen, and/or disclosed in the Data Incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University (the “Settlement Class Members”).

What is the purpose of this Notice?

This Notice is to inform you that the Ontario Superior Court of Justice has approved the Settlement reach in a class action lawsuit against Laurentian. The lawsuit alleges that Laurentian is liable for damages resulting from the Data Incident. Laurentian denies the allegations made against it in this class proceeding, and none of the allegations have been proven. The Parties have instead reached a voluntary Settlement.

The Settlement applies to Settlement Class Members. The Settlement was approved on [DATE].

What is available under the Settlement?

Under the Settlement, Laurentian has agreed to provide a settlement fund of CAD \$200,000 to pay the successful Claims of Settlement Class Members.

Settlement Class Members may submit either a **Documented Claim** or an **Undocumented Claim**. Settlement Class Members who have suffered damages, losses, costs and/or unreimbursed expenses cause by the Data Incident and who submit a Claim Form and supporting documents evidencing (i) their membership in the Settlement Class; and (ii) documented damages incurred as a result of the Data Incident will be eligible for the reimbursement of such damages up to CAD \$1,000 (“Documented Claim”), provided that they submit a valid and timely Claim.

Settlement Class Members who do not have documentation or proof of damages and who submit a Claim Form establishing their membership in the Settlement Class will be entitled to CAD \$35 for reimbursement of lost time (“Undocumented Claim”), provided that they submit a valid and timely Claim.

The deadline to make a Claim in the Settlement is [DEADLINE].

How do I make a Claim?

The period for submitting a Claim begins on [DATE] and runs until [DATE]. During that period, you may make a Claim by doing the following:

1. fill out the Claim Form;
2. include the required supporting documents/evidence, if you are making a Documented Claim; and
3. submit the Claim Form and supporting documents/evidence to the Claims Administrator by mail (at the address listed on the Claim Form) or online (by completing the form available at [SETTLEMENT WEBSITE] on or before the deadline to make a Claim [DEADLINE]).

Please keep a copy of your completed Claim Form and all of the supporting documents/evidence you submit for your own records.

If you fail to submit a Claim Form and the required supporting documents/evidence on or before [DEADLINE], you will not be eligible for any indemnification whatsoever (i.e., you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

Where can I get additional information?

To obtain more information, including important dates and how to submit a Claim, please visit [SETTLEMENT WEBSITE] or call the Claims Administrator at [CONTACT INFORMATION].

You can also contact Class Counsel directly:

McKenzie Lake Lawyers LLP
Toll-Free Telephone: 1-844-672-5666

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court office will be unable to answer any questions about the matters in this Notice. Please do not contact them.

SCHEDULE “H” - LAURENTIAN UNIVERSITY CLASS ACTION – NOTICE OF SETTLEMENT APPROVAL (LONG)

Read this notice carefully as it may affect your rights

Detailed information and updates are available on the Settlement Website at [WEBSITE]

Who is this Notice for?

This Notice is for All persons whose personal information was compromised, stolen, and/or disclosed in the Data Incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University (the “Settlement Class Members”).

What is the purpose of this Notice?

This Notice is to inform you that the Ontario Superior Court of Justice has approved the Settlement reach in a class action lawsuit against Laurentian. The lawsuit alleges that Laurentian is liable for damages resulting from the Data Incident. Laurentian denies the allegations made against it in this class proceeding, and none of the allegations have been proven. The Parties have instead reached a voluntary Settlement.

The Settlement applies to Settlement Class Members. The Settlement was approved on [DATE].

What is available under the Settlement?

Under the Settlement, Laurentian has agreed to provide a settlement fund of CAD \$200,000 to pay the successful Claims of Settlement Class Members.

Settlement Class Members may submit either a Documented Claim or an Undocumented Claim. Settlement Class Members who have suffered damages, losses, costs and/or unreimbursed expenses cause by the Data Incident and who submit a Claim Form and supporting documents evidencing (i) their membership in the Settlement Class; and (ii) documented damages incurred as a result of the Data Incident will be eligible for the reimbursement of such damages up to CAD \$1,000 (“Documented Claim”), provided that they submit a valid and timely Claim.

Settlement Class Members who do not have documentation or proof of damages and who submit a Claim Form establishing their membership in the Settlement Class will be entitled to CAD \$35 for reimbursement of lost time (“Undocumented Claim”), provided that they submit a valid and timely Claim.

The deadline to make a Claim in the Settlement is **[DEADLINE]**.

How do I make a Claim?

The period for submitting a Claim begins on **[DATE]** and runs until **[DATE]**. During that period, you may make a Claim by doing the following:

- fill out the Claim Form;
- include the required supporting documents/evidence, if you are making a Documented Claim; and
- submit the Claim Form and supporting documents/evidence to the Claims Administrator by mail (at the address listed on the Claim Form) or online (by completing the form available at **[SETTLEMENT WEBSITE]** on or before the deadline to make a Claim **[DEADLINE]**).

Please keep a copy of your completed Claim Form and all of the supporting documents/evidence you submit for your own records.

If you fail to submit a Claim Form and the required supporting documents/evidence on or before **[DEADLINE]**, you will not be eligible for any indemnification whatsoever (i.e., you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

Where can I get additional information?

To obtain more information, including important dates and how to submit a Claim, please visit **[SETTLEMENT WEBSITE]** or call the Claims Administrator at **[CONTACT INFORMATION]**.

You can also contact Class Counsel directly:

McKenzie Lake Lawyers LLP
Toll-Free Telephone: 1-844-672-5666

FREQUENTLY ASKED QUESTIONS

(1) Why did I receive this Notice?

You are receiving this Notice because Laurentian's records indicate that you may be entitled to claim certain indemnification offered by the Settlement if you submit a valid and timely Claim.

Settlement Class Members who did not opt out must now make a Claim if they want to be considered for compensation under the Settlement. This Notice explains the class action lawsuit, the Settlement, your legal rights, what compensation is available, who is eligible for that compensation, and how to make a Claim for that compensation. Please read this entire Notice carefully.

(2) What is the class action about?

The individual who filed this lawsuit is referred to as the “Representative Plaintiff”, and Laurentian University of Sudbury (or Laurentian) is called the “Defendant” (the Representative Plaintiff and the Defendant are, together, the “Parties”). The Representative Plaintiff alleges that Laurentian is liable for damages resulting from the Data Incident. Laurentian does not admit to any of the Representative Plaintiff’s allegations.

(3) Why is there a Settlement and has it been approved?

The Parties have agreed to the Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Settlement Class Members with reasonable compensation in exchange for releasing Laurentian from liability. The Settlement does not mean that Laurentian did anything wrong, and the Court did not decide which Party was right.

The Parties entered into a Settlement Agreement. The individual who filed the class proceeding (called the “Representative Plaintiff”) and Class Counsel believe that the Settlement is fair, reasonable, and in the best interests of the Settlement Class, and the Court has agreed.

The Settlement Agreement was approved by the Superior Court of Justice on [DATE]. The Settlement Agreement becomes final on [DATE].

(4) How do I know if I am part of the Settlement?

For the purposes of the Settlement, the Settlement Class is comprised of all Persons whose personal information was compromised, stolen, and/or disclosed in the Data Incident that occurred between January 21, 2017 and January 25, 2017 at Laurentian University. Not all Settlement Class Members are eligible to receive compensation. Some exceptions apply (see below).

(5) Who is excluded from the Settlement?

Only Settlement Class Members who meet certain criteria are eligible to submit a Claim under the Settlement. You are **NOT** able to make a Claim under the Settlement if:

- (a) you are not a Settlement Class Member under the terms of the Settlement Agreement; or

(b) you validly opted out of the Action

(6) What is available under the Settlement?

Under the Settlement, Laurentian has agreed to provide a Settlement Fund of CAD \$200,000.00 to pay Settlement Class Member claims. Settlement Class Members may be eligible to submit either a Documented Claim or Undocumented Claim. The Documented Claims Fund is capped at a maximum of CAD \$40,000 and the Undocumented Claims Fund is capped at a maximum of CAD \$160,000.

Under the Settlement, Settlement Class Members may be eligible for indemnification through one of the following Claims, provided that they submit a valid and timely Claim:

(A) Documented Claims

Settlement Class Members who suffered damages, losses, costs and/or unreimbursed expenses caused by the Data Incident may be eligible to claim reimbursement of such damages. This includes damages, losses, costs and/or unreimbursed expenses related to fraud or identity theft.

To be eligible for a Documented Claim, the Settlement Class Member must submit a Claim Form and include evidence of the following:

- (a) they are a member of the Class; and
- (b) documented evidence to show damages, losses, costs and/or unreimbursed expenses caused by the Data Incident.

The evidence for a Documented Claim must be objective, reliable and credible, and may include:

- credit card statements;
- invoices; and
- receipts of out-of-pocket expenses incurred.

Only expenses actually incurred by the Settlement Class Member and directly caused by the Data Incident will be approved.

Settlement Class Members who submit a Claim that is approved as a Documented Claim will be eligible for the reimbursement of their damages, up to a maximum of CAD \$1,000.

If the Documented Claims exceed the amount remaining in this fund, each Claim will be reduced pro rata.

(B) Undocumented Claims

Settlement Class Members who do not have a Documented Claim may be eligible for an Undocumented Claim. To be eligible for an Undocumented Claim, the Settlement Class Member must submit a Claim Form establishing that they are a member of the Settlement Class.

Settlement Class Members who submit a Claim that is approved as an Undocumented Claim will be entitled to CAD \$35 for reimbursement of lost time.

If the Undocumented Claims exceed the amount remaining in this fund, each Claim will be reduced pro rata.

Settlement Class Members are not eligible to receive payment for both a Documented Claim and an Undocumented Claim (i.e., Settlement Class Members will be entitled only to submit either a Documented Claim or an Undocumented Claim).

If either the Capped Documented Claims Fund or the Capped Undocumented Claims Fund is insufficient to pay all approved Documented Claims or Undocumented Claims, respectively, each approved Claim will be proportionally reduced.

(7) How do I make a Claim under the Settlement?

You may make a Claim by doing the following:

- (1) fill out the Claim Form;
- (2) include the required supporting documents/evidence, if you are making a Documented Claim; and
- (3) submit the Claim Form and supporting documents/evidence to the Claims Administrator by mail (at the address listed on the Claim Form) or online (by completing the form available at **[SETTLEMENT WEBSITE]**) **on or before the deadline to make a Claim: [DEADLINE]**.

Please keep a copy of your completed Claim Form and all of the supporting documents/evidence you submit for your own records.

If you fail to submit a Claim Form and the required supporting documents/evidence on or before the deadline to make a Claim **[DEADLINE]**, you will not be eligible for any indemnification whatsoever (i.e., you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

(8) What evidence do I need to prove my Claim?

Supporting documents must be submitted with the Claim Form to be eligible for a Documented Claim.

The supporting documents required for a **Documented Claim** are evidence of:

- (a) membership in the Settlement Class; and
- (b) documented evidence showing damages incurred as a result of the Data Incident.

Settlement Class Members who submit an **Undocumented Claim** must establish their membership in the Settlement Class but do not need to provide any documentation or proof of damages.

(9) Can I submit a Claim on behalf of someone else?

Yes, you can submit a Claim on behalf of someone else if you have legal authority to do so. If a Claim is being submitted on behalf of someone else, the person completing the Claim Form must explain on the Claim Form why he/she/they has/have the authority to act and must attach a copy of any Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing that authority.

(10) If my Claim is successful, when will I receive my payment?

Payments will be distributed following the end of the Claims Period [**DATE**].

(11) Who will review my Claim?

Class Counsel (McKenzie Lake Lawyers LLP) will administer the Settlement and the claims process. Once you submit a Claim, it will be reviewed by the Claims Administrator and if the Claim is successful, the Claims Administrator will send you the payment directly.

The Claims Administrator has the sole and exclusive responsibility for the verification of Claims. The Claims Administrator will ensure that each Claim Form contains the required evidence of either a Documented Claim or an Undocumented Claim before approving the Claim.

(12) What if my Claim is found to be incomplete?

Settlement Class Members that submit incomplete Claims will be notified by the Claims Administrator by email. The Settlement Class Member will then have **thirty (30) days** to submit materials to cure any deficiencies. The Claims Administrator will then make a final decision regarding the admissibility of the Claim and advise the Settlement Class Member accordingly.

(13) Do I have a lawyer in this case?

Yes. The law firm representing the Settlement Class Members (Class Counsel) are listed below. You will not be charged for contacting these lawyers for more information. If you want to be represented by your own lawyer, you may hire one at your own expense.

McKenzie Lake Lawyers LLP

140 Fullarton St., Suite 1800 London, ON N6A 5P2

Toll-Free Telephone: 1-844-672-5666 Email:
christina.wolfe@mckenzielake.com

(14) How will the lawyers representing the Settlement Class be paid?

Class Counsel worked on a contingency-fee basis, meaning that no fees were charged at any stage of the lawsuit until after the Settlement Agreement was approved. At the same time that the Court approved the Settlement, the Court approved Class Counsel's fees in the amount of CAD[**AMOUNT**].

(15) What happens if I do nothing at all?

If you do nothing at all, you will not receive any compensation from the Settlement. In order to receive compensation from the Settlement, you must submit a Claim Form with the supporting documents/evidence specified on the Claim Form on or before the deadline to make a Claim: [**DEADLINE**]. Unless you previously and validly excluded yourself (opted out), you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Laurentian about the legal issues in this class action.

However, even if you take no action, you will keep your right to sue Laurentian for any other claims not resolved by the Settlement, subject to any applicable limitation periods.

(16) How can I get more information?

This Notice summarizes the essential terms of the Settlement. The Settlement Agreement and its schedules, which you can view at [**SETTLEMENT WEBSITE**], describe in greater detail the rights and obligations of all the Parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

If you have any questions regarding the Settlement or about the class action lawsuit in general, information is available by contacting Class Counsel directly:

McKenzie Lake Lawyers LLP

140 Fullarton Street, Suite 1800

London, ON N6A 5P2

Toll-Free Telephone: 1-844-672-5666

email: christina.wolfe@mckenzielake.com

You can also visit [[SETTLEMENT WEBSITE](#)], where you will find information and documents about the Settlement, a Claim Form, plus other information.

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court office will be unable to answer any questions about the matters in this Notice. Please do not contact them.