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Federal Court



Cour fédérale

Date: 20260505

Docket: T-982-20

Ottawa, Ontario, May 5, 2025

PRESENT: The Honourable Mr. Justice Southcott

BETWEEN:

TODD SWEET

Plaintiff

And

HIS MAJESTY THE KING

Defendant

ORDER

UPON MOTION made by the Plaintiff for an order approving the settlement of this action, heard the 31st day of March 2026 at Vancouver, British Columbia and virtually;

WHEREAS by way of Order made on August 25, 2022. this action was certified as a class proceeding, approving Todd Sweet as the representative Plaintiff and appointing Rice Parsons Leoni & Elliott LLP (formerly Rice Harbutt Elliott LLP) as Class Counsel;

AND WHEREAS the Plaintiff and Defendant have entered into a Final Settlement Agreement (“FSA”) dated March 23, 2026, in respect of the Plaintiff’s claims against the Defendant;

AND WHEREAS by way of Order dated November 7, 2025, this Court: (i) on consent for the purposes of settlement, amended the Class Definition to include the “Excluded Persons”; (ii) appointed KPMG Inc. as Claims Administrator; (iii) approved the form of notice and a plan for distribution of the notice of the approval hearing (the “Notice of Approval Hearing”); and (iv) permitted a further right to opt out during the notice period, or thereafter only with leave of the Court;

UPON READING the motion record and written representations of the Plaintiff;

AND UPON hearing the oral submissions of the Plaintiff, the Defendant, and some Class Members who objected to the Court’s approval of the FSA;

AND UPON being advised of the Defendant’s consent to the form of this Order;

AND WITHOUT ADMISSION OF LIABILITY on the part of the Defendant;

AND UPON concluding, for the reasons set out in separate Reasons for Order of even date herewith, that the Court should approve the FSA, the proposed notice of settlement, and the honoraria proposed to be paid to representative plaintiffs;

THIS COURT ORDERS THAT:

A. Definitions

1. For the purposes of this Order the following definitions shall apply:

- a. “Action” or “Class Action” means the herein action, Todd Sweet et al v. The Attorney General of Canada bearing court file number T-982-20;

- b. “Approval Order” means this Order;
- c. “Class Counsel” means the law firm of Rice Parsons Leoni & Elliott LLP, formerly known as Rice Harbut Elliot LLP;
- d. “Class Members” means all living persons whose personal and/or financial information in their Government of Canada Online Account was disclosed to a third party without authorization between March 1, 2020, and December 31, 2020, not including the Opt-Outs, but including the Excluded Persons;
- e. “Effective Date” means the date the Court grants the Approval Order, and the time taken to appeal the Approval Order has expired without any appeal being taken, or if an appeal is taken, all appeals and any time period for a further appeal has concluded;
- f. “FSA” or “Settlement” means the Final Settlement Agreement dated March 23, 2026, attached as Appendix “A” to this Order;
- g. “Objectors” means Class Members who filed an objection to the Settlement before March 31, 2026, in accordance with the procedure set out in the FSA;
- h. “Objector Opt-Out Period” means the period commencing on the date of this Order and ending 20 days thereafter, during which Objectors are provided a further opportunity to opt out of this action;
- i. “Opt-Out” or “Opt-Outs” means a person or persons who opted out of the Class Action or are deemed to have opted out of the Class Action and includes Class

Members who properly opted out of the Class Action after receipt of the Notice of Approval Hearing, and those Objectors who have opted out of the Class Action within the prescribed period of this Order;

- j. “Released Parties” means the Defendant His Majesty the King in Right of Canada, the Attorney General of Canada and their respective representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs and assigns;
- k. “Releasers” means, jointly, jointly and severally, individually and collectively, the Class Members and their respective executors, administrators, and heirs but not including Opt-Outs and not including the individuals who are Plaintiffs in any other proceeding against the Defendant in respect of the same subject matter which has not been discontinued within the meaning of rule 334.21(2) of the *Federal Courts Rules*;

- 2. All applicable parties have adhered to and acted in accordance with the Order of this Court dated November 7, 2025, relating to the provision of the Notice of Approval Hearing (the “2025 Notice Order”), and the procedures provided in the Notice Order have constituted good and sufficient notice of the hearing of this motion.

B. SETTLEMENT APPROVAL

- 3. The settlement of this action on the terms set out in the FSA, including the Recitals and Schedules, as attached as Appendix “A” to this Order and as expressly

incorporated by reference into this Order, is fair, reasonable, and in the best interests of Class Members, and is approved.

4. The Settlement and this Order are binding on the Parties and on every Class Member, including persons under a disability, unless they have opted out or are deemed to have opted out and are binding whether or not such Class Member claims or receives compensation.
5. The FSA shall be implemented in accordance with this Order and any further order of this Court.

C. DISMISSAL AND RELEASE

6. The Action, and the claims of the Class Members and the Class as a whole, are discontinued against the Defendant, without costs and with prejudice and such discontinuance shall be a defence and absolute bar to any subsequent action against the Defendant in respect of any claims or aspect of any claims made in the Class Action and relating to the subject matter hereof and all such claims are released against the Released Parties in accordance with Section 5.1 of the FSA.
7. This Order, including the releases referred to in paragraph 6 above, and in Section 5.1 of the FSA are binding on all Class Members, including those persons who are under a disability.

D. NOTICE OF SETTLEMENT APPROVAL

8. The notice provisions provided for in Section 2.4(e) of the FSA satisfy the requirements of Rule 334.34 of the *Federal Courts Rules* and this Court, and is the best notice practicable.
9. Notice of Settlement shall be given in the form attached as Appendix “B” (English) and Appendix “C” (French) to this Order.

E. OBJECTOR OPT-OUT PERIOD AND NOTICE

10. Objectors shall be provided a further opportunity to opt out of the Settlement by providing Class Counsel written notice of their intention to opt out, by email, before the expiry of the Objector Opt-Out Period after which time no further opt-outs shall be considered. Email transmissions will be deemed to be received based on time stamp.
11. On the date of this Order, Class Counsel shall provide the Objectors written notice of their further right to opt out and of the Objector Opt-Out Period, by email, to the email addresses the Objectors used when filing their objections with the Claims Administrator. Such notice shall be in the form attached as Appendix “D” (English) and Appendix “E” (French) to this Order.
12. Within 7 days of the conclusion of the Objector Opt-Out Period, Class Counsel shall provide the Claims Administrator and the Defendant with copies of all opt-outs received from Objectors.

F. CLASS COUNSEL FEES AND DISBURSEMENTS

13. The legal fees, disbursements and applicable taxes owing to Class Counsel shall be determined by further order of this Court.

14. No fee may be charged to Class Members in relation to claims under the FSA without prior approval of this Court.

G. HONORARIA

15. Todd Sweet shall be paid \$5000, and Anne Campeau and Tanis Seminoff shall each be paid \$1500 in accordance with Section 8 of the FSA.

H. CONTINUING JURISDICTION AND REPORTING

16. The Settlement shall be implemented in accordance with this Order and such further and ancillary orders from time to time as are necessary to implement and enforce the provisions of the FSA and this Order.

17. This Court, without in any way affecting the finality of this Order, shall have exclusive and continuing jurisdiction over this Action, the Plaintiff, all of the Class Members, and the Defendant for the limited purposes of implementing the FSA and enforcing and administering the FSA and this Order.

18. Class Counsel and the Attorney General of Canada shall jointly report back to the Court on the administration of the FSA not later than 60 days after the settlement funds have been fully distributed.

"Richard F. Southcott"

Judge

Appendix A

Court File No. T-982-20

FEDERAL COURT CLASS PROCEEDING

BETWEEN:

TODD SWEET

PLAINTIFF

AND

HIS MAJESTY THE KING

DEFENDANT

SETTLEMENT AGREEMENT

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PREAMBLE

The representative plaintiff in this proceeding, Todd Sweet, and the defendant, His Majesty the King, (the "Parties") hereby enter into this agreement providing for the settlement of actual and potential claims arising out of or relating to a credential stuffing attack which resulted in the unauthorized disclosure of personal and/or financial information to a third party from government online accounts between June 15, 2020 and August 18, 2020. The Parties agree to the terms and conditions set out herein subject to the approval of the Federal Court (the "Court"). This settlement agreement also applies to those defined as the "Excluded Persons" in the class definition used by the Court in its certification decision. The Excluded Persons filed a separate claim in the Supreme Court of British Columbia with Tanis Seminoff as the representative plaintiff. As a condition to this agreement, class counsel have agreed to discontinue that proceeding so that the Excluded Persons can be included in this settlement.

RECITALS

- A. WHEREAS on August 24, 2020, a proposed class proceeding was commenced by proposed representative plaintiffs Anne Campeau, Sidney Stanley and Ally Stanley against the Defendant in the Federal Court with Court File No. T-982-20; (the "Class Action");
- B. AND WHEREAS on or about early April 2021, the plaintiffs' law firm, Murphy Battista LLP, experienced a cybersecurity incident in which unauthorized parties were able to gain access to the firm's networks in what is commonly known as a ransomware attack;
- C. AND WHEREAS present plaintiff's counsel, Rice Parsons Leoni & Elliott LLP, subsequently replaced Murphy Battista LLP as solicitors of record in the Class Action and filed an amended statement of claim replacing the proposed representative plaintiffs with Mr. Sweet and amending the proposed class definition to exclude those class members who had contacted Murphy Battista LLP prior to June 24, 2021;
- D. AND WHEREAS on May 16, 2022, Tanis Seminoff commenced a proposed class proceeding against the Defendant in the Supreme Court of British Columbia with Court

File No. S-223955 (the “Seminoff Proposed Class Action”) on behalf of the proposed excluded class in the Class Action;

E. AND WHEREAS the Class Action and Seminoff Proposed Class Action assert claims against the Defendant for systemic negligence, breach of confidence and intrusion upon seclusion on behalf of all persons whose personal and/or financial information in their Government of Canada Online Account was disclosed without their authorization to a third party between March 1, 2020 and December 31, 2020;

F. AND WHEREAS the Court certified the Class Action as a class proceeding by order and reasons dated August 25, 2022, certifying the class definition as follows:

All persons whose personal or financial information in their Government of Canada Online Account was disclosed to a third party without authorization between March 1, 2020, and December 31, 2020, excluding Excluded Persons.

“Government of Canada Online Account” means:

- a) a Canada Revenue Agency account;
- b) a My Service Canada account; or
- c) another Government of Canada online account, where that account is accessed using the Government of Canada Branded Credential Service (GCKey).

“Excluded Persons” means all persons who contacted Murphy Battista LLP about the CRA privacy breach class action, with Federal Court file number T-982-20 prior to June 24, 2021.

G. AND WHEREAS the opt out period has expired following the notice of certification in the Class Action, and a further right to opt out will be provided for all Class Members who wish to opt out of this proposed settlement;

H. AND WHEREAS no further litigation steps were taken in the Seminoff Proposed

Class Action after the Notice of Civil Claim was filed as the Parties informally agreed to hold it in abeyance pending the outcome of the certification motion in the Class Action;

I. AND WHEREAS the Seminoff Proposed Class Action will be discontinued with prejudice in the Supreme Court of British Columbia such that Tanis Seminoff and the class members that are part of that action, referred to in the class definition for the Class Action as the “Excluded Persons”, may be captured by this Settlement Agreement (hereinafter included in the group collectively referred to as the Class Members);

J. AND WHEREAS the Defendant denies the allegations made in the Class Action, has not conceded or admitted any liability, denies that any damages are payable, and has good defences to the claims in the Class Action;

K. AND WHEREAS the Parties intend by this Settlement Agreement to resolve all past, present and future claims of Class Members across Canada in any way arising from or relating to the alleged unauthorized disclosure of personal and/or financial information in their Government of Canada Online Accounts to a third party between March 1, 2020 and December 31, 2020;

L. AND WHEREAS the Parties have engaged in arms-length negotiations through counsel with substantial experience in complex class proceedings and an experienced Mediator that have resulted in this Settlement Agreement;

M. AND WHEREAS on September 25, 2024, counsel for the Parties attended a full day of mediation to resolve the issues raised in the Class Action and in the Seminoff Proposed Class Action and at the end of the mediation, reached an agreement in principle on the global settlement amount and distribution of settlement funds;

N. AND WHEREAS the Parties therefore intend to fully and finally resolve the Class Action without admission of liability on the part of the Defendant;

O. 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, it is hereby agreed by the Parties that the Class Action

be settled and that the Parties shall consent to the Court issuing an order to approve the settlement on the terms and conditions outlined in this Settlement Agreement.

SECTION 1: DEFINITIONS

1.1 For this Settlement Agreement only, including the Recitals and Schedule "A":

(a) *Action or Class Action* means the herein action, namely *Todd Sweet et al v. The Attorney General of Canada* commenced in the Federal Court of Canada and bearing court file number T-982-20;

(b) *Access Claimants* are those Class Members whose personal information contained in their Government of Canada Online Account(s) was accessed by unauthorized third parties during the Breach Period. The Parties agree that the group is comprised of approximately 34,304 Class Members and that their accounts are known to the Defendant;

(c) *Approval Hearing* means a hearing of the motion for the approval of the Settlement Agreement at a date, time and place fixed by the Court;

(d) *Approved Claim* means a Claim for compensation from the Access Claimant Funds, Fraud Claimant Funds or Special Circumstances Compensation Fund (as defined below under Settlement Amount) and approved by the Claims Administrator;

(e) *Approved Claimant* means any Claimant with an Approved Claim;

(f) *Approval Order* means the Order of the Court approving this settlement in its entirety, including the Settlement Agreement and Distribution Protocol;

(g) *Breach* refers to unauthorized access by third parties to Class Members' personal information contained in Government of Canada Online Accounts during the Credential Stuffing Attack directed at the Government of Canada Online Accounts between June 26 and August 18, 2020, and also includes Canada Revenue Agency Represent-a-Client Accounts affected between October 8, 2020 and November 25, 2020 ;

(h) *Breach Period* means the period of unauthorized access by third parties to Class Members' Government of Canada Online Accounts during the Credential Stuffing Attack

directed at the Government of Canada Online Accounts between June 26 and August 18, 2020 (and October 8 to November 25, 2020 for Represent-a-Client) ;

(i) *Claim* means a properly completed Claim Form submitted by or on behalf of a Class Member and any other required supporting documentation submitted to the Claims Administrator on or before the Filing Deadline;

(j) *Claims Administrator* means an independent firm jointly chosen and agreed upon by the Parties and approved by the Court to administer the Settlement Agreement and Distribution Protocol in accordance with their provisions, as approved by the Court, and any employees of such firm;

(k) *Claims Administration Expenses* means all fees and costs, incurred by the Claims Administrator, that are required to administer and implement this Settlement Agreement, including without limitation, all expenses or costs associated with the Notices to class members, as approved by Class Counsel;

(l) *Claims Period* means the period of time during which Class Members may file a Claim, and shall commence on a date 60 days following the Effective Date and end six months thereafter;

(m) *Claimant* means a Class Member whose Claim Form is completed and submitted to the Administrator;

(n) *Claim Form* means the form that Class Members must complete in order to obtain an indemnity under the Final Settlement Agreement, the form and content of which shall be developed by the Claims Administrator in consultation with the Parties and approved by the Court;

(o) *Claims Process* refers to the process described at Part IV of the Distribution Protocol at Schedule "A" of this Settlement Agreement;

(p) *Class Counsel* means the law firm of Rice Parsons Leoni & Elliott LLP, formerly known as Rice Harbut Elliot LLP;

(q) *Class Counsel Disbursements* means the disbursements, interest and applicable taxes incurred by Class Counsel in the prosecution of the Class Action and the Seminoff Class Action, as well as any and all disbursements incurred by former Class Counsel in relation to the Class Action and the Seminoff Proposed Class Action and approved by an order of the Court or the British Columbia Supreme Court as the case may be;

(r) *Class Counsel Fees* means the fees incurred by Class Counsel in the prosecution of the Class Action and the Seminoff Class Action, which includes all fees incurred by Former Class Counsel in relation to the Class Action and the Seminoff Class Action and approved by an order of the Court or the British Columbia Supreme Court as the case may be;

(s) *Class Members* means all living persons whose personal and/or financial information in their Government of Canada Online Account was disclosed to a third party without authorization between March 1, 2020 and December 31, 2020, not including the Opt-Outs, but including the Excluded Persons (currently part of the Seminoff Proposed Class Action bearing court file # S-223955);

(t) *Class data* means the names, mailing addresses and/or email, and, where available, SIN numbers of known Class Members provided to the Claims Administrator by the Defendant;

(u) *Court* means the Federal Court of Canada;

(v) *CRA* means the Canada Revenue Agency;

(w) *Credential Stuffing Attacks* means the cyber security incidents perpetrated against the Government of Canada Online Accounts by third party bad actors between June 26, 2020 and August 18, 2020;

(x) *Defendant* means His Majesty the King;

(y) *Distribution Protocol* means the Parties' plan for distributing the Settlement Funds and included at Schedule "A" to this Settlement Agreement;

(z) *Effective Date* means the date upon which the Court grants the Approval Order, and the time to appeal the Approval Order has expired without any appeal being taken, or if an appeal is taken, all appeals and any time period for a further appeal has concluded;

(aa) *Eligible Claimant* means a claimant whose Claim Forms are approved by the Administrator;

(bb) *ESDC* means the federal Department of Employment and Social Development Canada, formerly known as the Department of Human Resources and Skills Development Canada;

(cc) *Excluded Persons* means those Class Members who had their personal or financial information disclosed to a third party without their authorization between March 1, 2020 and December 31, 2020, but were excluded from the Class Action and as such, form the class in the Seminoff Proposed Class Action;

(dd) *Filing Deadline* means the date by which Claim Forms must be received electronically or in paper form by the Claims Administrator in order for Class Members' claims to be considered under the Distribution Protocol, which date shall be six months after the first publication of the notice advising Class Members of the opening of the Claims Process;

(ee) *Final Settlement Agreement, Settlement Agreement or Agreement* means this agreement between the Parties to settle the Class Action and the Seminoff Proposed Class Action, including the recitals and schedules hereto, entered into by the Parties on March 23, 2026, and any addendum thereafter;

(ff) *Former Class Counsel* means Scott Stanley, Angela Bessflug and Murphy Battista, LLP;

(gg) *Fraud Claimants* are those Class Members who had their Government of Canada Online Account(s) taken over by unauthorized third parties during the Breach Period and who had their personal information modified including direct deposit information allowing

(mm) *Out-of-Pocket Costs* means documented out-of-pocket costs or expenditures that a Fraud Claimant or an Access Claimant incurred due to Identity Theft related to the Breach. Out-of-Pocket Costs may include: (i) unreimbursed fraud losses or charges; (ii) professional fees incurred in connection with Identity Theft; (iii) fees or penalties incurred as a result of credit freezes; (iv) the cost of credit monitoring services not paid by the Defendant; and (v) miscellaneous expenses such as notary, copying, postage, mileage, and long-distance telephone charges. Out-of-Pocket Costs do not include: (i) any CERB, CESB and/or EI benefit amounts or other federal benefits, credits, refund amounts to which a Claimant was entitled to receive but failed to receive as a result of Identity Theft; (ii) any taxes, penalties and interest that a Claimant paid or that are still owed resulting from or related to the amounts referred to in item (i) above; or (iii) fraudulent transactions on a credit card that was lawfully obtained by the Claimant.

(nn) *Out-of-Pocket Claim Form* means the form (in paper or on the Settlement Website) developed by the Claims Administrator to submit a claim for Special Compensation in accordance with the terms of section 4.27 herein;

(oo) *Notice* means a notice in a form approved by the Court of (a) the upcoming Approval Hearing, and (b) the issuance of the Approval Order.

(pp) *Parties* means the Plaintiffs and the Attorney General of Canada as representing His Majesty the King in Right of Canada;

(qq) *Payment* means the amount paid out of the Net Settlement Proceeds to Approved Claimants;

(rr) *Plaintiffs* refer to the representative plaintiff in this Class Action, Todd Sweet, and the proposed representative plaintiff in the Seminoff Proposed Class Action, Tanis Seminoff.

(ss) *Released Claims* means any and all claims, demands, actions, suits and causes of action at common law or under Federal, Provincial or Territorial legislation alleged which have been asserted or could have been asserted in this Class Action, the Seminoff

for: (i) fraudulent applications for Canada Emergency Response Benefits (CERB), Canada Emergency Student Benefits (CESB), and/or Employment Insurance (EI) benefits to be made in their names without their knowledge or; (ii) CERB, CESB and/or EI benefit payments they were to receive to be diverted to an unauthorized bank account without their knowledge. The Parties agree that this group is comprised of approximately 13,661 Class Members and that their accounts are known to the Defendant;

(hh) *Government of Canada Online Accounts* means the CRA's My Account and Represent-a-Client accounts, ESDC's My Service Canada Account, or another online account where that account is accessed using the Government of Canada's Branded Credential Service known as GCKey;

(ii) *Identity theft* means the act of gathering and using a person's personal information unduly and without that person's knowledge and by pretending to be that person to commit a fraudulent act including: (i) opening an account, including a chequing account, a savings account, a monthly subscription, a cellular account, etc.; (ii) obtaining of illegitimate financing or products such a credit card, prepaid cards or loans; (iii) an account takeover by a person who has sufficient personal information to circumvent authentication mechanisms and modify the information allowing access to and transactions in the account; (iv) performing a financial transaction such as an Interac or e-transfer, making a purchase or obtaining cash advance, making a withdrawal or deposit, obtaining money transfer, or obtaining a bank draft.

(jj) *Known Class Members* means those class members known to the Defendant.

(kk) *Opt-Out* or *Opt-Outs* means a person or persons who opted out of the Class Action or is/are deemed to have opted out of the Class Action, and includes Class Members who properly opt out of the Class Action after receipt of Notice of the Approval Hearing;

(ll) *Opt-Out Right* means the right of a Class Member to opt-out from the Class Action in accordance with the Notice of Certification or this Final Settlement Agreement, such that said Class Member will not be entitled to benefit from this Final Settlement Agreement;

Proposed Class Action, or otherwise, whether direct or indirect, class, collective, individual, or otherwise in nature, whether personal or subrogated, including for damages of any kind whenever incurred and liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, expert fees and lawyers' fees and disbursements (including Class Counsel Fees and Disbursements) known or unknown, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, alleged or not, actual or contingent, liquidated or unliquidated, that the Releasors ever had, now have or hereafter can or may have, relating in any way to conduct alleged (or which could have been alleged) in the Action or the Seminoff Proposed Class Action, that the Releasors may have against the Released Parties prior to the execution of this Settlement Agreement;

(tt) *Released Parties* means the Defendant His Majesty the King in Right of Canada, the Attorney General of Canada and their respective representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs and assigns;

(uu) *Releasors* means, jointly, jointly and severally, individually and collectively, the Class Members and their respective executors, administrators, and heirs but not including Opt-Outs and not including the individuals who are plaintiffs in any other proceeding against the Defendant in respect of the same subject matter which has not been discontinued within the meaning of rule 334.21(2) of the *Federal Courts Rules*;

(vv) *Seminoff Proposed Class Action* means the proposed class proceeding filed on May 16, 2022 in the Supreme Court of British Columbia with Court File No. S-223955, with Tanis Seminoff as the representative plaintiff, representing the Excluded Persons in the Action;

(ww) *Settlement Amount* is **\$8,760,500.90**, the all-inclusive, non-reversionary amount committed to be paid by the Defendant in accordance with sections 3.1 and 3.2 of this Settlement Agreement.

(xx) *Trust Account* means an interest-bearing trust account under the control of the Claims Administrator at a chartered Canadian bank.

SECTION 2: CONDITIONS PRECEDENT AND COURT APPROVAL

2.1 This Settlement Agreement shall be null and void and of no force or effect, unless:

- a) Class Counsel files a notice of discontinuance in Form 36 in the Supreme Court of British Columbia and serves a filed copy on the Defendant, to discontinue the Seminoff Proposed Class Action, pursuant to Rule 9-8(1) of the *BC Supreme Court Civil Rules*, or alternatively obtains an Order from the Supreme Court of British Columbia approving the Settlement of the Seminoff Proposed Class Action;
- b) the Federal Court issues an Approval Order for this Class Action; and
- c) the Federal Court's Approval Order becomes final.

2.2 For greater certainty, the Approval Order becomes final when the Federal Court issues a judgment or order to dismiss this Class Action and the time for appealing or seeking leave to appeal that judgment or order has expired without an appeal being taken or leave to appeal being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

2.3 Motions

- a) Class Counsel shall first file a motion before the Court for an order:
 - (i) approving, for settlement purposes only, the amendment of the class definition in the certification order to include the Excluded Persons, and appointing Tanis Seminoff as a representative plaintiff for the Excluded Persons;
 - (ii) approving the form and content of the Notice advising the Class Members of this proposed Settlement;
 - (iii) approving the form and content of a process for Class Members to opt out from the Class Action and this proposed Settlement;

- (iv) setting the date, time and place of the Approval Hearing;
 - (v) authorizing the Defendant to provide information regarding names, addresses, and SIN numbers of Known Class Members to the Claims Administrator; and
 - (vi) approving the appointment of a Claims Administrator.
- b) Class Counsel shall file a second motion before the Court for the Approval Order which will include:
 - (i) approval of this Settlement Agreement, including the Distribution Protocol and the Claim Form attached as Schedules "A" and "B" , the Settlement Funds and all the amounts included therein, including Class Counsel Fees and Class Counsel Disbursements.
- c) The Orders referred to in paragraph 2.3(a) and (b) shall be in a form agreed upon by the Parties and approved by the Court.

2.4 Notices

- a) The Class Members will be advised of the Approval Hearing by notice provided by the Parties and the Class Administrator, as approved by the Court ("Notice of Approval Hearing").
- b) The Defendant will:
 - (i) post the Notice of the Approval Hearing in both official languages on the CRA and ESDC websites as well as the Departments listed in Schedule "C" to this Agreement; and
 - (ii) post the notice of the approval hearing in both official languages on the Cision Newswire service.

- c) The Claims Administrator will:
 - (i) send the Notice of the Approval Hearing by email to every class member whose email address is included in the list of Known Class Members provided by the Defendant;
 - (ii) send the Notice of Approval Hearing by regular mail to every class member whose mailing address is included on the list of Known Class members provided by the Defendant unless their email address has been provided to the Claims Administrator; and
 - (iii) provide a media campaign of indirect Notice of Approval Hearing, via digital and social media.
- d) Class Counsel shall post the Notice of Approval Hearing on its webpage for the Class Action and the Seminoff Proposed Class Action, email the Notice of Approval Hearing to any person who registered with the Class Counsel and provided an email address, and send the Notice of Approval Hearing by regular mail to any person who requested hard-copy correspondence from Class Counsel;
- e) If the Court approves the Settlement Agreement, the Parties and the Claims Administrator will disseminate a Notice of Settlement Approval with the content described at paragraph 23 of the Distribution Protocol, as approved by the Court, in the same method as described in the above paragraphs 2.4(b) – (d) above.
- f) All Notices distributed by the Defendant shall have the language, appearance and format of communication regularly distributed by the Defendant to the Class Member, such that it will be identifiable by the Class Members as having originated with the Defendant;
- g) The Parties acknowledge that no notices shall be disseminated anywhere until such time as they are approved by the Court.

2.5 Opting Out and presentation of objections

- a) In addition to the right to opt out which has been provided to Class Members following the notice of certification, Class Members will be provided the right to opt out following the Notice of the Approval Hearing;
- b) Class Members who have not exercised their Opt-Out Right in the prescribed manner shall be irrevocably deemed to have chosen to participate in the Final Settlement Agreement and shall be bound by it, if approved, and by any judgment or order relating thereto;
- c) A Class Member who wishes to exercise his or her Opt-Out Right shall, within 60 days of the issuance of the Notice of the Approval Hearing, submit a written document to the Claims Administrator stating the following:
 - (i) his or her name and contact information; and
 - (ii) a signed declaration advising of his or her decision to exclude himself or herself from the Class Action and this Settlement Agreement;
- d) A Class Member who wishes to assert with the Court his or her objection to this Settlement Agreement shall, within 60 days of the issuance of the Notice of the Approval Hearing, send to the Claims Administrator in writing the following:
 - (i) his or her name and contact information; and
 - (ii) a signed statement detailing his or her objection to the Final Settlement Agreement and whether or not he or she intends to be represented by counsel to assert said objection;
- e) The Claims Administrator shall, upon receipt, provide Class Counsel and Counsel for the Defendant with a copy of all comments, objections or requests for exclusion received in response to the publication of the Notice of Approval Hearing;
- f) At any time prior to the Approval Hearing, Class Counsel will be free, in their sole discretion, to contact any Class Member who has exercised his or her Opt Out Right to verify that this person understands the benefits offered to him or her under

the Settlement Agreement and that he or she has made an informed decision when determining his or her participation or exclusion. Any Class Member who is contacted by Class Counsel in the manner described in this paragraph and who, before the Approval Hearing, provides Class Counsel with a direction not to take into account the prior exercise of his or her Opt-Out Right, shall retain his or her status as a Class Member.

SECTION 3: SETTLEMENT CONSIDERATIONS

3.1 In consideration for the Release provided for by the Settlement and for the dismissal or permanent staying of the Class Action and the Seminoff Proposed Class Action with prejudice, under the terms of this Settlement Agreement, the Defendant, will pay the amount of \$8,760,500.90 (the "Settlement Amount") to the Claims Administrator who will hold said funds in a segregated interest bearing trust account (the "Trust Account") maintained by the Claims Administrator. All interest accrued will be added to the Settlement Fund used to compensate Eligible Claimants as described below at sections 4.15 to 4.29 below. The Defendant will not be required to pay more than the Settlement Amount, all inclusive, under this Settlement and the Settlement Amount is the sole monetary payment the Defendant will make under this Settlement aside from costs borne by the Defendant for Notices as described in section 2.4(b) and (e) above.

3.2 As further described in this Settlement Agreement, the Settlement Amount shall be the sole source of monetary funds for the following:

- (i) The Taxes and Tax-Related Expenses described in sections 3.6 and 3.7;
- (ii) The approved Class Counsel Legal Fees and Disbursements described in section 7;
- (iii) The approved costs of the Claims Administrator with respect to the notices described in section 2.4 (c), (e) and (f) above.
- (iv) The approved Claims Administration Expenses described in section 4.5 ;

(v) The approved Honouraria described in section 8; and

(vi) The Claims, which will be paid out of the balance of the Settlement Amount remaining upon paying the amounts set out in sections 3.2 (i) to (iv) above (the “**Net Settlement Proceeds**”) as follows:

- a) Up to \$2,720,000 to pay **Access Claimants** with Approved Claims as described in section 4 (the “Access Claimant Fund”);
- b) Up to \$2,800,000 to pay **Fraud Claimants** with Approved Claims as described in section 4 (the “Fraud Claimant Fund”);
- c) Subject to sections 4.2, 4.26 and 4.29 below, up to \$500,000 to pay **Special Compensation** to Fraud Claimants and Access Claimants with Approved Claims as described in section 4 (the “Special Compensation Fund”); and
- d) Any *cy pres* distribution that is made if there is an excess amount remaining after distribution to Class Members pursuant to sections 4.20, 4.26 and 4.29 below.

3.3 The Settlement Amount will not be released from the Trust Account unless (i) expressly authorized by this Settlement Agreement or (ii) as further ordered by the Court.

3.4 The Claims Administrator, subject to such supervision and direction of the Court and/or counsel for the Parties as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Amount and Net Settlement Proceeds pursuant to this Agreement and the Distribution Protocol (Schedule “A”).

3.5 All funds held by the Claims Administrator shall be deemed to be in the custody of the Federal Court upon the Effective Date of the Settlement and shall remain subject to the jurisdiction of the Federal Court until such time as the funds shall be distributed pursuant to the Settlement Agreement and/or further order of the Federal Court.

3.6 The Parties agree that the Claims Administrator shall be responsible for filling tax returns and any other tax reporting for or in respect of interest earned on the Settlement Amount and paying from the Settlement Amount any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund.

3.7 All Taxes and Tax-Related Expenses relating to interest earned on the Settlement Amount shall be paid out of the Settlement Amount and without prior order of the Court. Further, the Settlement Amount shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including without limitation, taxes payable by reason of any such indemnification payments.)

3.8 The Parties and their respective counsel have made no representation or warranty with respect to tax treatment by any Representative Plaintiff, Proposed Representative Plaintiff or any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund.

3.9 Each Class Representative and Class Member shall solely be responsible for any tax consequences to them in regard to the receipt of funds from the Settlement Amount pursuant to this Agreement.

SECTION 4: ADMINISTRATION OF SETTLEMENT

4.1 Within 10 business days of the **Effective Date**, the Defendant will pay the Settlement Amount to the Claims Administrator, in accordance with section 3.1 above.

4.2 Within 14 business days from the Effective Date, the Claims Administrator shall pay to Todd Sweet, Anne Campeau and Tanis Seminoff the Honoraria amounts approved by the Court.

4.3 Within 14 business days from the Effective Date, the Claims Administrator shall pay the approved Class Counsel Fees and approved Class Counsel Disbursements as set out below in section 7.1 and 7.2 by wire transfer to the law firm of Rice Parsons Leoni & Elliott LLP as set out in the Approval Order, in trust.

4.4 The Claims of Class Members will be processed by the Claims Administrator in accordance with the Settlement Agreement, including the Distribution Protocol (Schedule "A").

4.5 The Claims Administration Expenses, as approved by Class Counsel, shall be paid as incurred and invoiced by the Claims Administrator out of the Settlement Amount accordance with this Settlement Agreement.

4.6 The Net Settlement Proceeds shall be distributed among Claimants and, if applicable, the *cy pres* donee(s) in accordance with this Settlement Agreement and the procedure set out in the Distribution Protocol.

4.7 The Defendant and its counsel shall not have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Class Counsel, the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Funds; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes and tax-related Expenses incurred in connection with the taxation of the Settlement Funds or the filing of any returns. The Defendant also shall have no obligation to communicate with Class Members and others regarding amounts paid under the Settlement.

4.8 Class Counsel shall not have any liability whatsoever with respect to: (i) any act, omission or determination of the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the

management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any taxes and tax-related expenses incurred in connection with the taxation of the Settlement Funds or the filing of any returns.

4.9 Within 30 business days of this Settlement Agreement, the Defendant shall make best efforts to identify each Access Claimant and Fraud Claimant and provide a list of Claimants' names and, where available, Social Insurance Numbers (SIN) to the Claims Administrator (the "**Eligible Claimant List**").

4.10 As a condition precedent to the receipt of any payments from the Net Settlement Proceeds, only Eligible Claimants whose name and SIN appears on the Eligible Claimant List may be approved for a payment by the Claims Administrator.

4.11 The payments provided for in the Settlement Agreement will be paid to Eligible Claimants who send Valid Claims to the Claims Administrator.

4.12 The payments payable to Eligible Claimants will be distributed at the end of the claims process provided for in the Distribution Protocol (Schedule A), subject to approval of the Court.

4.13 The payments made pursuant to the Final Settlement Agreement include all damages and interest.

4.14 Each Approved Claimant shall be solely responsible for any tax consequences to him or her on the receipt of any funds from the Settlement Funds pursuant to this Agreement.

Access Claimants – Time and Inconvenience

4.15 Each Access Claimant who has submitted a valid Claim will receive compensation for the loss of time and inconvenience incurred in connection with the Breach, subject to

the claims process and terms set out in the Distribution Protocol, Schedule “A” of the Settlement Agreement.

4.16 The loss of time for Access Claimants will be compensated on an hourly basis of \$20.00 per hour.

4.17 Access Claimants may submit a Claim for a maximum loss of time of up to four (4) hours, which corresponds to a maximum payment of \$80.00, provided, however, that the payment is not reduced as specified in section 4.19 below.

4.18 Each Access Claimant may submit one Claim Form for time and inconvenience per each affected Government of Canada Online Account in accordance with the Eligible Claimant List, subject to also having a valid Claim as a Fraud Claimant for time and inconvenience associated with a different Government of Canada Online Account in accordance with paragraph 4.21 of the Settlement Agreement.

4.19 If the total of the Approved Claims for Access Claimants exceeds the limits contained in section 3.2(v)(a) of this Settlement Agreement (\$2,720,000), the amount payable to each Access Claimant will be reduced on a *pro-rata* basis in accordance with the total of the Approved Claims of Access Claimants.

4.20 If the total of the Approved Claims for Access Claimants does not exceed the limits contained in section 3.2(v)(a) of this Settlement Agreement (\$2,720,000), the difference between the Access Claimant limit contained in section 3.2(v)(a) of this Settlement Agreement and the total of the Approved Claims of Access Claimants shall be applied to satisfy Approved Claims for Special Compensation, if required, and thereafter any amount remaining shall be paid out *cy-près* to qualified donee(s) selected by the Parties and approved by the Federal Court.

Fraud Claimants – Time and Inconvenience

4.21 Each Fraud Claimant who has submitted a valid Claim will receive compensation for the loss of time and inconvenience incurred in connection with the Breach, subject to

the claims process and terms set out in the Distribution Protocol, Schedule "A" of the Settlement Agreement.

4.22 The loss of time for Fraud Claimants will be compensated on an hourly basis of \$20.00 per hour.

4.23 Fraud Claimants may submit a Claim for a loss of time of up to ten (10) hours, which corresponds to a maximum payment of \$200.00, provided, however, that the payment is not reduced as specified in section 4.25 below.

4.24 Each Fraud Claimant may submit one Claim Form for time and inconvenience per each affected Government of Canada Online Account in accordance with the Eligible Claimant List, subject to also having a valid Claim as an Access Claimant for time and inconvenience associated with a different Government of Canada Online Account in accordance with paragraph 4.15 of the Settlement Agreement.

4.25 If the total of the Approved Claims for Fraud Claimants exceeds the limits contained in section 3.2(v)(b) of this Settlement Agreement (\$2,800,000), the amount payable to each Fraud Claimant will be reduced on a *pro-rata* basis in accordance with the total of the Approved Claims of Fraud Claimants.

4.26 If the total of the Approved Claims for Fraud Claimants does not exceed the limits contained in section 3.2(v)(b) of this Settlement Agreement (\$2,800,000), the difference between the Fraud Claimant limit contained in section 3.2(v)(b) of this Settlement Agreement and the total of the Approved Claims of Fraud Claimants shall be applied to satisfy Approved Claims for Special Compensation, if required, and thereafter any amount remaining shall be paid out *cy-près* to qualified donee(s) selected by the Parties and approved by the Federal Court.

Special Compensation

4.27 Fraud Claimants and Access Claimants with Approved Claims may also submit one claim for Special Compensation for Out-of-Pocket Costs related to Identity Theft up to a

maximum of five thousand dollars (\$5,000) per Class Member, subject to the claims process and terms set out in the Distribution Protocol, Schedule "A" of the Settlement Agreement, provided, however, that the payment is not reduced as specified in section 4.28 below.

4.28 If the total of the Approved Claims for Special Compensation exceeds the limit contained in section 3.2(vi)(c) of this Settlement Agreement (\$500,000), plus any excess funds payable to satisfy Special Compensation claims pursuant to sections 4.20 and 4.26 above, the amount payable to each Approved Claimant will be reduced on a *pro-rata* basis in accordance with total of the Approved Claims for Special Compensation.

4.29 If the total of the Approved Claims for Special Compensation does not exceed the limit contained in section 3.2(vi)(c) of this Settlement Agreement (\$500,000), the difference between the Special Compensation limit contained in section 3.2(vi)(c) of this Settlement Agreement, plus any excess funds payable to satisfy Special Compensation claims pursuant to sections 4.20 and 4.26 above, and the total of the Approved Claims for Special Compensation shall be paid out *cy-près* to qualified donee(s) selected by the Parties and approved by the Federal Court.

SECTION 5: RELEASES AND DISMISSALS

5.1 Releases

The Court will order and declare that:

- a) Upon the Effective Date, the Releasors forever and absolutely release and discharge the Released Parties from the Released Claims, which include claims both from this Class Action and from the Seminoff Proposed Class Proceeding.
- b) For the consideration provided herein, the Releasors agree not to make any claim or take, commence or continue any proceedings arising out of or relating to the subject matter of the Released Claims against any other person, corporation or entity which might claim damages and/or contribution and indemnity and/or other relief under any Federal, Provincial or Territorial legislation and any amendments thereto, the common law, or any

other statute for any relief whatsoever, including relief of a monetary, declaratory or injunctive nature, from the Releasee.

c) The Parties intend that the Settlement Agreement will be approved by the Court and will order the dismissal of all claims asserted or which could have been asserted by Class Members on the terms set forth herein.

d) Without limiting any other provision herein, each Class Member whether or not he or she receives a Payment, will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Releasee from any and all Released Claims, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts and demands whatsoever, known or unknown, that were or could have been asserted in the litigation that is the subject of this Settlement Agreement.

e) The Parties agree that each Class Member, whether or not they receive a Payment, will be forever barred and enjoined from continuing, commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, asserting against the Defendant and Releasee, any claims that relate to or constitute any Released Claims covered by this Settlement Agreement.

f) With respect to any claims by Class Members whose personal or financial information in their Government of Canada Online Account was disclosed to a third party without authorization between March 1, 2020, and December 31, 2020 who opt out as per section 2.5, said claims will be tolled from the time that the Class Action was filed on August 24, 2020 until the Effective Date. Class Counsel and Murphy Battista LLP warrant that they presently do not represent any Class Members who intend to opt out and advance claims that are not related to the Breach and will not do so, except where doing so is required under Rule 3.2-10 of the Code of Professional Conduct for British Columbia.

g) Except for the relief ordered by the Approval Order, the Class Action is dismissed

with prejudice and without costs.

SECTION 6: TERMINATION OF SETTLEMENT AGREEMENT

6.1 No approval by the Court

a) If this Settlement Agreement is not approved by the Court:

(i) the Settlement Agreement shall be null and void and shall have no force or effect, and the Parties shall not be bound by its terms; and

(ii) all negotiations, statements and proceedings relating to the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties and the Parties shall be deemed to be restored to their respective positions existing immediately before it was executed.

b) The Parties expressly reserve all their respective rights to the extent that the Court does not approve this Settlement Agreement.

SECTION 7: CLASS COUNSEL FEES AND DISBURSEMENTS

7.1 Class Counsel will seek in its fee approval motion materials Class Counsel Fees of 33.33% of the Net Settlement Proceeds, plus taxes, or such other fee as the Court at the approval hearing may direct.

7.2 Class Counsel will seek in its fee approval motion materials Class Counsel Disbursements in the amount incurred for reimbursement of all disbursements and taxes paid on those disbursements.

7.3 The Notice of the proposed settlement will state that Class Counsel Fees and Class Counsel Disbursements are subject to Court approval at the Approval Hearing, and that the fees are calculated based on 33.33% of the Net Settlement Proceeds, or as otherwise approved by the Court.

7.4 The Claims Administrator shall pay Class Counsel Fees and Class Counsel

Disbursements from the Settlement Fund in accordance with section 4.3.

7.5 Class Members who have retained, or who retain lawyers other than Class Counsel, to assist them in respect of this Settlement, shall be personally responsible for the legal fees and expenses of such lawyers and neither Class Counsel nor the Defendant have any responsibility for these retainers or awards that may be made.

7.6 Any order, ruling or determination made (or rejected) by the Court with respect to Class Counsel Fees or Disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

SECTION 8: HONOURARIA FOR PLAINTIFFS

8.1 In addition to their motion seeking final approval of the Settlement Agreement at the Approval Hearing, the Plaintiffs intend to bring a motion seeking approval of the Honoraria for the Plaintiffs in the following amounts, subject to Court approval:

- a) Todd Sweet - \$5,000;
- b) Anne Campeau - \$1,500; and
- c) Tanis Seminoff - \$1,500.

8.2 The Honoraria, if approved by the Court, will be paid out of the Settlement Amount by the Claims Administrator to the Plaintiffs in accordance with the Court's order.

SECTION 9: NO ADMISSION OF LIABILITY

9.1 *No Admission of Liability Generally*

a) The Parties agree that, whether or not this Settlement Agreement is approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussion and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be

deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasee, or of the truth of any of the claims or allegations made in the Class Action, the Seminoff Proposed Class Proceeding, or in any other pleading filed by the Plaintiffs.

b) The Parties further agree that, whether or not this Settlement Agreement is approved or terminated, neither this Settlement Agreement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

9.2 Released Parties Have No Liability for Administration

a) The Released Parties have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement except as expressly provided herein.

SECTION 10: MISCELLANEOUS

10.1 Best Efforts

a) The Parties shall use their best efforts to effectuate this Settlement Agreement.

10.2 Motions for Directions

10.2.1 The Plaintiffs, Class Counsel, Claims Administrator and the Defendant may apply to the Court for directions in respect of the interpretation, implementation, and administration of this Settlement Agreement.

10.2.2 All motions contemplated by this Settlement Agreement, including applications to the Court for directions, shall be on notice to the Parties.

10.3 Timing

10.3.1 Class Counsel will make their best efforts to bring the motions to approve the form of Notice being provided to the Class Members and to approve the Settlement Agreement

as soon after the execution of the Settlement Agreement as possible.

10.4 Headings in this Settlement Agreement

10.4.1 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.

10.4.2 The terms “this Settlement Agreement”, “the Settlement Agreement”, “hereto”, “herein” and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.

10.5 Ongoing Jurisdiction

10.5.1 The Court shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of this Settlement Agreement.

10.6 Entire Agreement

10.6.1 This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations or promises other than as contained, or referred to, in this Settlement Agreement. None of the Parties shall be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

10.6.2 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.

10.7 Binding Effect

10.7.1 Once the Settlement Agreement is approved by the Court, this Settlement

Agreement shall be binding upon and inure to the benefit of the Plaintiffs, Class Members, Approved Claimants, Releasers, Releasee, Defendant, Class Counsel, and the Claims Administrator.

10.8 *Assignment*

10.8.1 No amount payable under the Settlement Agreement can be assigned and such assignment is null and void except as expressly provided for in this Agreement.

10.9 *Survival*

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

10.10 *Counterparts*

10.10.1 This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and an electronically scanned or facsimile signature shall be deemed an original signature for the purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, facsimile or other electronic form provided that it is duly executed.

10.11 *Negotiated Agreement*

10.11.1 This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of whom has been represented and advised by competent legal 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 or not contained in the previous drafts of this Settlement Agreement shall have no bearing upon the proper interpretation of this Settlement Agreement.

10.12 *Dates*

10.12.1 Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Court.

10.13 *Language*

10.13.1 The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English.

10.14 *French Translation*

10.14.1 A French translation of this Settlement Agreement shall be prepared by the Defendant. In case of any conflicting interpretations, the English version shall prevail. Translations may be prepared with the assistance of artificial intelligence, in compliance with the Federal Court's Notice to the Parties and the Profession: The Use of Artificial Intelligence in Court Proceedings (May 7, 2024).

10.14.2 The Claim Form will be available in English and French and the Claims Administrator shall have English and French speaking persons available to assist any Class Member.

10.15 *Statements to Media*

10.15.1 Until the Motion for Settlement Hearing Notice Approval is filed with the Court, the Parties shall keep all of the terms of the Settlement Agreement (but not the fact of its existence) confidential and shall not disclose them without the prior written consent of the opposing party, except as required by the Defendant for the purposes of financial reporting, as necessary to give effect to its terms or as otherwise required by law.

10.15.2 Until the Motion for Settlement Hearing Notice Approval is filed with the Court, Class Counsel may advise the proposed representative plaintiff in the Seminoff Proposed Class Action of the terms of the Settlement Agreement and the inclusion of the Excluded Persons in it, and will request that Tanis Seminoff keep the fact of the Settlement Agreement confidential until it is filed with the Court.

10.15.3 The Parties agree that no public statements shall be made regarding the Class

Action, the Seminoff Proposed Class Action, or the Settlement which are in any way inconsistent with the terms of the Settlement Agreement. In particular, the Parties agree that any public statements regarding the Class Action or the Seminoff Proposed Class Action will indicate clearly that the Settlement has been negotiated, agreed and approved by the Court without any admission or finding of liability or wrongdoing, and without any admissions or conclusions as to the truth of any of the facts alleged in the Class Action and the Seminoff Proposed Class Action all of which are specifically denied by the Defendant.

10.15.4 Each Party agrees not to disparage the opposite Parties or their counsel with respect to any of the matters in issue in the Class Action and the Seminoff Proposed Class Action or the manner in which the Settlement was conducted.

10.16 *Recitals*

10.16.1 The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

10.17 *Schedules*

10.17.1 The Distribution Protocol at Schedule A forms part of this Settlement Agreement.

10.18 *Authority to Execute Settlement Agreement*

10.18.1 Each counsel executing this Settlement Agreement on behalf of any party hereto warrants that: (i) they have full authority to bind the party to the terms and conditions of, and to execute, this Settlement Agreement, (ii) they have read and understand the contents of the Settlement Agreement, (iii) the terms of the Settlement Agreement have been fully explained to the party or the party's representative by the counsel signing on their behalf, (iv) the party or the party's representative fully understands each term of the Settlement Agreement and its effects, and (v) no party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) with respect to their decision to execute this Settlement Agreement.

10.19 *Service or Notice*

10.19.1 Except as expressly provided in this Settlement Agreement, 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 or letter by overnight delivery to the representative for the Party to whom notice is being provided, as identified on the first page of this Settlement Agreement.

DATED at the City of Vancouver in the Province of British Columbia, this 25th day of March, 2026.



Anthony Leoni, K.C.
Counsel for the Class and for the Plaintiff

DATED at the City of _____ in the Province of British Columbia, this ____ day of _____, 2026.

Todd Sweet
Representative Plaintiff

DATED at the City of Ottawa, in the Province of Ontario, this 25th day of March, 2026.



Sharon Johnston
Counsel for the Defendant

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10.19.1 Except as expressly provided in this Settlement Agreement, 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 or letter by overnight delivery to the representative for the Party to whom notice is being provided, as identified on the first page of this Settlement Agreement.

DATED at the City of Vancouver in the Province of British Columbia, this ____ day of _____, 2026.

Anthony Leoni
Counsel for the Class and for the Plaintiff

DATED at the City of Clinton in the Province of British Columbia, this 20 day of March, 2026.



Todd Sweet
Representative Plaintiff

DATED at the City of Ottawa, in the Province of Ontario, this ____ day of _____, 2026.

Sharon Johnston
Counsel for the Defendant

SCHEDULE "A": DISTRIBUTION PROTOCOL

PART I: DEFINITIONS

1. For the purposes of this Distribution Protocol, the same definitions as in the Settlement Agreement shall apply.

PART II: GENERAL PRINCIPLES OF THE ADMINISTRATION

2. This Distribution Protocol governs the Claims Process to distribute the Settlement Proceeds pursuant to the Settlement Agreement.
3. The Claims Administrator is responsible for communicating with Claimants regarding the distribution of the Settlement Proceeds and amounts paid under the Settlement.
4. No amount of the Settlement Amount shall be paid out of the Trust Account unless (i) expressly authorized by this Settlement Agreement; or (ii) as otherwise approved by the Court.
5. All funds held in the Trust Account relating to the Settlement shall be deemed to be in the custody of the Court upon the Effective Date of the Settlement until such time as the funds shall be distributed to Approved Claimants or otherwise disbursed pursuant to this Settlement Agreement and/or further order of the Court.
6. Claims Administration Expenses shall be paid as invoiced by the Claims Administrator and approved by Class Counsel on a periodic basis from the Settlement Amount, up until the conclusion of the claims process detailed below in section 23.F. of the Distribution Protocol.

PART III: DUTIES AND RESPONSIBILITIES OF THE CLAIMS ADMINISTRATOR

7. The Claims Administrator shall maintain the confidentiality of all information provided by a Claimant, the Defendant and Class Counsel and will only use the information provided to implement and administer the Claims Process and Distribution Protocol to assess and consider eligibility of the Claims submitted under the Settlement Agreement. Information provided by a Claimant will be kept strictly confidential and will not be disclosed

without the Claimant's express written consent.

8. The Claims Administrator's duties and responsibilities are to:

- a) implement and comply with the Settlement Agreement, any court judgment and the Distribution Protocol;
- b) send notice of the Approval Hearing and Notice of Settlement Approval to class members as set out above at 2.4(c), (e), and (f).
- c) create, prior to the Approval Hearing and in consultation with the Parties, a secure and confidential online portal in English and French that Class Members can access to fill out their Claim Form. The Claims Administrator shall use secure web-based systems and allow electronic records to be maintained in developing the Claims Process in consultation with the Parties. The Claims Administrator shall ensure that the online portal is available and effective within 60 days of the Effective Date;
- d) set up a toll-free telephone line in Canada for Class Members to call with settlement-related inquiries, and answer the questions of Class Members who call with such inquiries in either English or French depending on the preference of the caller;
- e) establish a website to answer questions from Class Members regarding the Settlement Agreement and compensation;
- f) ensure that all necessary measures, resources, systems and infrastructure are implemented within a reasonable time frame to effectively and diligently manage all Claims that may be submitted to it, including the measures identified in subsections 8(b), (c) and (d) of this Distribution Protocol, taking into account the specific features of this file;
- g) ensure that all services are offered in both French and English;
- h) receive information from the Defendants regarding the identity of Eligible

Claimants;

- i) receive, process and validate the Claims of Class Members;
- j) make decisions in respect of Claims received within 21 business days, or such additional time which is reasonable in the circumstances, of receiving a completed Claim Form;
- k) make payment to all Approved Claimants in accordance with this Distribution Protocol or as ordered by the Court;
- l) hold the Settlement Funds in the Trust Account and make all payments of the Settlement Funds from that account;
- m) confidentially report to Class Counsel, the Defendant, and the Court respecting Claims administered;
- n) maintain the Claims information for seven years after the judgment closing the administration of the Settlement Funds;
- o) prepare and submit reports and records as directed by the Court;
- p) for the period the Settlement Funds are held in the Trust Account, fulfill any obligation to report taxable income and make tax payments (including interest and penalties) due with respect to income earned by the Settlement Funds and pay any tax-related expenses, without prior order of the Court; and
- q) collect, use and retain the personal information received from Claimants pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 for the purposes of administering the Claims; and
- r) adhere to industry standards for security compliance, including maintenance of the security and privacy controls required by the Defendant and adhere to the NIST Risk Management Framework.

PART IV: VERIFICATION OF CLAIMS

9. For the purpose of verifying the validity of Claims, the Claims Administrator may contact any Claimant directly. Any failure by a Claimant to respond to the communications of the Claims Administrator within 45 days will result in the automatic rejection of the Claim.

10. The decisions of the Claims Administrator in respect of all Claims submitted through the Distribution Protocol are final and binding and there shall be no right of appeal or judicial review from the decisions of the Claims Administrator.

Access Claimants

11. As a condition precedent to the receipt of compensation from the Access Claimant Fund, a Claimant must be identified as an Access Claimant as determined by the list of Eligible Claimants provided by the Defendant.

12. Access Claimants may submit a Claim Form to the Claims Administrator for payment related to the time and inconvenience of responding to the Breach, as described above in sections 4.17 and 4.18 of the Settlement Agreement accompanied by an attestation, specifying the number of hours spent communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach.

Fraud Claimants

13. As a condition precedent to the receipt of compensation from the Fraud Claimant Fund, a Claimant must be identified as a Fraud Claimant as determined by the list of Eligible Claimants provided by the Defendant.

14. Fraud Claimants may submit a Claim Form to the Claims Administrator for payment related to the time and inconvenience of responding to the Breach, as described above in sections 4.23 and 4.24 of the Settlement Agreement accompanied by an attestation, specifying the number of hours that the Claimant spent communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach.

Special Compensation

15. As a condition precedent to the receipt of Special Compensation, a Claimant must (i) be identified as a Fraud Claimant or an Access Claimant as determined by the list of Eligible Claimants provided to the Claims Administrator by the Defendant; and (ii) be an Approved Claimant as determined by the Claims Administrator in accordance with section 23.E. below.

16. The sum available for Special Compensation shall be distributed as follows:

- a) in the case of any Approved Claimant who had Out-of-Pocket Costs reasonably related to and incurred within 12 months of the Breach, a sum as documented; and
- b) the total payment to any Approved Claimant under the Special Compensation Fund is not to exceed \$5,000.

17. Fraud Claimants or Access Claimants who have claims for Special Compensation may submit an Out-of-Pocket Claim Form to the Claims Administrator in which the Claimant (i) attests that they reasonably believe their Out-of-Pocket Costs are connected to the Breach and that they have not already been compensated for those losses from a bank or other third party; and (ii) provides **Documentary Evidence** to the Claims Administrator demonstrating that:

- a) The Out-of-Pocket Costs occurred in the calendar year following the end of the Breach Period; and
- b) The amount of Out-of-Pocket Costs that have been reasonably incurred by the Approved Claimant as a result of the Breach, including the cost of credit monitoring services not paid by the Defendant.

18. Special Compensation for Out-of-Pocket Costs do not include: (i) any CERB, CESB and/or EI benefit amounts or other federal benefits, credits, refund amounts to which a Claimant was entitled to receive but failed to receive as a result of Identity Theft; (ii) any taxes, penalties and interest that a Claimant paid or that are still owed resulting from or

related to the amounts referred to in item (i) above; or (iii) fraudulent transactions on a credit card that was lawfully obtained by the Claimant.

19. In order for a Claim for Special Compensation to be determined to be valid by the Claims Administrator, the Documentary Evidence provided by the Approved Claimant must objectively demonstrate that the following facts likely occurred:

- a) The Out-of-Pocket Costs were incurred between June 26, 2020 and August 18, 2021 (or October 8, 2020 to November 25, 2021 for Represent-a-Client);
- b) Personal information of the Claimant was used or modified (personal information may include name, date of birth, address, social insurance number, etc.) to impersonate the Claimant, without their knowledge or consent, in order to commit a fraudulent act, including but not limited to:
 - (i) opening an account, including a chequing account, a savings account, a cellular subscription account; and/or
 - (ii) taking control of a pre-existing account ("account takeover"); and/or
 - (iii) applying for a credit card, prepaid card or financing such as a loan or margin; and/or
 - (iv) performing a financial transaction, i.e., Interac transfer, purchase or cash advance, withdrawal or deposit, government assistance request, bill payment, money transfer, bank draft; and/or
 - (v) purchasing insurance; and/or
 - (vi) providing a guarantee or endorsement as part of a transaction.

20. Identity Theft excludes: (i) fraudulent transactions on a credit card that was lawfully obtained by an Approved Claimant; (ii) losses that have been reimbursed to an Approved Claimant by any third party; and (iii) losses related to CERB, CESB, EI or other social benefits, and any related tax consequences.

21. The decision of the Claims Administrator to pay, or not, an indemnity to an Approved Claimant for a Claim filed as a Special Compensation Claim is final and cannot be appealed.

PART V: CLAIMS PROCESS

22. Within 60 days of the Effective Date, the Claims Process shall be initiated for Class Members to make claims in accordance with the detailed steps and terms of the Distribution Protocol and Settlement Agreement.

23. Generally, the Claims Process will unfold as follows:

A. Step 1: Creation of a website portal to accommodate the Claims Process and the creation of the Claim Form

- (i) The Claims Administrator shall create and maintain a Claims Website dedicated to providing Class Members with relevant information pertaining to the Settlement and which will allow Class Members to file their Claim Forms electronically or provide directions for mailing Claim Forms to the Claims Administrator.
- (ii) The website shall include an information page and the Claim Forms attached to this Agreement as **Schedule “B”**.

B. Step 2: Notice of the Approval Order and Claims Process

- (i) The Parties will prepare a form of notice, as approved by the Courts (the “Claims Notice”) which describes:
 - 1. the Class Member’s membership to the Class;
 - 2. the approval of the Settlement Agreement by the Court;
 - 3. the process by which the Settlement Funds will be allocated and distributed;
 - 4. the process to complete and file the Claim Form; and

5. the Filing Deadline for the Claim Form.

- (ii) The Claims Notice will be distributed to Class Members by the Parties, and the Claims Administrator as described at paragraph 2.4 of this Agreement.

C. Step 3: Filing of Claim Forms

- (i) In order to be eligible for compensation, a Claimant must complete, execute and submit a Claim Form to the Claims Administrator by the Filing Deadline, in addition to any other requirements in the Settlement Agreement, this Distribution Protocol, and/or orders of the Court.
- (ii) All Claim Forms submitted through the online claims portal shall be deemed to have been received upon transmission.
- (iii) All Claim Forms submitted by mail shall be accepted if the postmark date pre-dates the Filing Deadline. If the postmark is illegible, any Claim Form received by mail within 7 business days after the Filing Deadline will be accepted, subject to verification by the Claims Administrator.
- (iv) All Claim Forms submitted by courier shall be accepted if the package was marked as received by the courier prior to the Filing Deadline. If the marking is illegible, any Claim Form received by courier within 7 business days after the Filing Deadline will be accepted, subject to verification by the Claims Administrator.
- (v) Claims that are not properly and timely submitted to the Claims Administrator by the Filing Deadline will be denied by the Claims Administrator. For greater clarity, the failure to meet the relevant Filing Deadline with the required supporting documentation will result in automatic rejection of that Claim.

D. Step 4: Deficiency and Error Correction

1. Access and Fraud Claimants

- (i) In respect of each Claimant, the Claims Administrator shall determine whether the Class Member is an Eligible Claimant in accordance with the lists provided by the

Defendant and whether the Claimant has satisfied all the requirements set out in this Distribution Protocol and the Settlement Agreement.

- (ii) If the Claims Administrator finds that deficiencies exist in a Claim Form, so long as the Claimant is an Eligible Claimant as identified on the lists provided by the Defendant, the Claims Administrator shall notify the Claimant of the deficiencies within 21 business days of receipt of the Claimant's Claim Form. The Claimant will have 45 business days after being informed of a deficiency to correct the deficiency.
- (iii) Within 10 business days after the Claimant submits corrected information, the Claims Administrator shall, acting in good faith, determine in its sole discretion whether the deficiency has been corrected adequately. The Claims Administrator's determination shall be final, and there shall be no right of appeal or review.

2. Special Compensation Claims

- (i) In the event that the Claims Administrator considers that the Documentary Evidence submitted by a Claimant is incomplete, deficient, insufficient or does not allow for the determination of a Special Compensation Claim, the Claims Administrator shall contact the Claimant within 30 days following the filing of the Documentary Evidence to inform them. From the day the Claims Administrator contact the Claimant, the Claimant shall have a period of 45 days to send new Documentary Evidence in support of the Claim, to complete it or remedy any defect indicated. If the Claimant fails to send new Documentary Evidence in support of the Claim within the prescribed period, the Claim will be rejected by the Claims Administrator.
- (ii) Within 10 business days after the Claimant submits this new Documentary Evidence in support of the Claim, the Claims Administrator shall, acting in good faith, determine in its sole discretion whether the deficiency has been corrected adequately. The Claims Administrator's determination shall be final, and there shall be no right of appeal or review.

E. Step 5: Decision to Approve or Reject Claims

- (i) The Claims Administrator will determine whether the Claimant's claim should be approved or rejected and, if approved, calculate compensation owed for his or her claim based on paragraphs 4.15 to 4.29 of the Settlement Agreement. The Claims Administrator shall have the sole discretion and authority to decide whether to approve or reject a Claim and the decisions will be final and binding upon the Claimant.
- (ii) The Claims Administrator shall notify Class Counsel for confirmation by way of a letter sent by email or such other format as agreed upon as to the number of Approved Claims and the amounts payable to each Eligible Claimant pursuant to Step 7 below, (the "Interim Report").
- (iii) Upon receipt of the Claims Administrator's Interim Report, Class Counsel shall have 30 business days to review it to ensure that the Approved Claims conform to the provisions of this Settlement Agreement and Distribution Protocol. In the event that any of the Claims Administrator's Claims decisions do not conform to this Distribution Protocol, Class Counsel may, within the 30 days provided for review, instruct the Claims Administrator to make any recalculations of compensation as required.

F. Step 6: Conclusion of the Claims Process

- (i) As soon as practicable after the conclusion of the Filing Deadline and once all of the above contemplated steps in the Claims Process are complete, the Claims Administrator shall calculate the total for all remaining Claims Administration Expenses.
- (ii) Based on the valid Claim Forms received before the Filing Deadline or otherwise accepted, the Claims Administrator will calculate the total value owed to Approved Claimants. Any adjustments to the payment amounts shall take into account any *pro rata* reduction or increase in amounts payable pursuant to sections 4.19, 4.20, 4.21, 4.26, 4.28 and 4.29.

G. Step 7: Payment

- (i) As soon as practicable after all Claims Administration Expenses and Approved

Claims are determined, the Claims Administrator shall pay the remaining Administration Expenses from the Settlement Amount. For clarity, this amount shall be paid from the Settlement Amount after Taxes and Tax Related Expenses, approved Class Counsel Legal Fees and Disbursements, and approved Honoraria are paid.

- (ii) Once all remaining Claims Administration Expenses are paid, the Claims Administrator shall pay the Approved Claims from the Net Settlement Proceeds. If the total value of the Approved Claims exceeds the remaining Net Settlement Proceeds once all Claims Administration Expenses are paid, Payments of Approved Claims shall be reduced on a *pro rata* basis.
- (iii) Once the above contemplated steps are complete, the Claims Administrator shall pay any amount payable by way of *cy pres* distribution as per the terms of this Settlement Agreement, including the interest of the Fonds d'aide aux actions collectives, if any.
- (iv) Class Counsel, the Defendant, and the Claims Administrator will be at liberty to apply to the Court for directions if any problem arises in the Claims Process which they are unable to resolve.
- (v) The Claims Administrator shall select the most cost-effective and expeditious method possible to make all payments to Approved Claimants from the Trust Account, provided the payment recipient is able to accept funds in that manner.

PART VI: CLAIMS ADMINISTRATOR REPORTS

24. The Claims Administrator will send to Class Counsel and the Defendant's Counsel, at the end of each month in the Claim Period, a detailed report indicating, for the past month (the "Interim Reports"):

- a) The total number of Access Claimants who filed a Claim;
- b) The total number of Fraud Claimants who filed a Claim;

- c) The total number of Approved Claimants who filed claims for Special Compensation;
- d) The total value of the Claims filed by Access Claimants;
- e) The total value of the Claims filed by Fraud Claimants;
- f) The total value of Special Compensation claims filed by Approved Claimants;
- g) The total number of Claims for Special Compensation filed by Approved Claimants the Claims Administrator considers invalid and the reason why the Claim is invalid;
- h) The total value of Claims that are still being analyzed.

25. As soon as possible at the end of the Claims Period, and after all Claims have been calculated for all valid Claims, the Claims Administrator shall send a report to Class Counsel and the Defendant's Counsel indicating:

- a) The total number of Eligible Claims from Access Claimants;
- b) The total number of Eligible Claims from Fraud Claimants;
- c) The total number of Eligible Claims from Approved Claimants for Special Compensation;
- d) The total value of Eligible Claims filed by Access Claimants;
- e) The total value of Eligible Claims filed by Fraud Claimants;
- f) The total value of Eligible Claims for Special Compensation for Approved Claimants;

26. After 6 months of the end of the Claims Period, the Claims Administrator will send Class Counsel and Defendant's Counsel a detailed report indicating all indemnities have been paid for all Eligible Claims.

27. At the same time, the Claims Administrator will send a report to Class Counsel and Defendant's Counsel indicating that all indemnity cheques that remain uncashed as well as any amounts that remain to be paid *cy-pres*, if applicable.

28. As soon as practicable after all Net Settlement Proceeds are paid as contemplated by the Settlement Agreement and Distribution Protocol, the Claims Administrator shall provide a Final Report on the administration to Class Counsel, as set out in the Settlement Agreement.

PART VII: ROLE OF CLASS COUNSEL

29. Class Counsel shall oversee the Claims Process and provide advice and assistance to the Claims Administrator regarding this Distribution Protocol and the Claims Process.

30. Notwithstanding the foregoing, if Class Counsel have reasonable and material concerns about the Claims Process, they shall raise these concerns with the Defendant. If the Parties fail to resolve these concerns, either Party may move to the Courts for further directions with respect to the distribution of the Settlement Amount.

SCHEDULE “B”: CLAIMS FORM

Government of Canada Cyber Attack Class Action Claims Portal

All claims must be made through this portal and will ensure faster processing. However, if you require a paper claim form you may request one by contacting the Claims Administrator at:

[Insert Address]

KPMG Inc.

Page 1:

Are you applying for yourself or for someone else? Click on the option that applies.

- **Yourself** → directs applicant to Claim Information on page 2.
- **Someone else** →
 - directs applicant to page 6.
 - applicant then directed to Claim Information on page 2.

Page 2: Claim Information

CLAIM INFORMATION

The Settlement Agreement provides compensation for three different types of claims:

1. Access Claim – my **personal information** that was contained in my Government of Canada Online Account(s)* **was accessed by unauthorized third parties** between June 26, 2020 and August 18, 2020 (or October 8, 2020 to November 25, 2020 for Represent-a-Client)– claimants can receive **up to \$80****.
2. Fraud Claim – I had my Government of Canada Online Account(s)* **taken over by unauthorized third parties** between June 26, 2020 and August 18, 2020, **and my personal information was modified** including direct deposit information allowing for (i) **fraudulent applications for Canada Emergency Response Benefits (CERB), Canada Emergency Student Benefits (CESB), and/or Employment Insurance (EI) benefits to be made in my name without my knowledge;** or (ii) **CERB, CESB and/or EI benefit payments I was to receive to be diverted to an unauthorized bank account without my knowledge** – claimants can receive **up to \$200****.

3. Special Compensation Claim - If you have an Access Claim and/or Fraud Claim you may also submit one claim for Special Compensation for out-of-pocket expenses related to the Breach between June 26, 2020 and August 18, 2020 (or October 8 to November 25, 2020 for Represent-a-Client) and incurred within 12 months of the Breach, up to a maximum of five thousand dollars (\$5,000) per Class Member.

**Note: "Government of Canada Online Accounts" means the Canada Revenue Agency's My Account and Represent-a-Client accounts, the Department of Employment and Social Development Canada's My Service Canada Account, or another online account where that account is accessed using the Government of Canada's Branded Credential Service known as GCKey.*

***Note: the maximum payment available for either type of claim may be reduced based on the amount of claims made, administrator fees, and legal fees.*

Depending on your circumstances, you may have an Access Claim, a Fraud Claim, or both, in respect of one or more of your CRA My Account and/or your ESDC My Service Account and/or another online account where that account is accessed using the Government of Canada's Branded Credential Service known as GCKey. You may also make **one** Special Compensation Claim.

To see your claims eligibility, enter your PIN Provided by the Claims Administrator in your Notice correspondence (e-mail or letter).

PIN: _____

[applicant is then taken to the Your Claims on page 3]

Page 3: Your Claims

[This page will only populate with the specific claims applicable to each Class Member, based on information the Claims Administrator obtains from the Defendant]

YOUR CLAIMS**CRA My Account:**

- **Access Claim**

You are eligible to receive compensation in respect of this claim for the loss of time and inconvenience incurred (if any) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach of your CRA My Account.

Any loss of time is compensated on an hourly basis of \$20.00 per hour, for a maximum loss of time of up to four (4) hours, which corresponds to a maximum of \$80.00.

In order to receive compensation for this claim, you must complete the following attestation:

I certify that I spent _____ hours (insert number of hours up to a maximum of 4 hours) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach.

[Signature]

- **Fraud Claim**

You are eligible to receive compensation in respect of this claim for the loss of time and inconvenience incurred (if any) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach of your CRA My Account.

Any loss of time is compensated on an hourly basis of \$20.00 per hour, for a maximum loss of time of up to ten (10) hours, which corresponds to a maximum of \$200.00.

In order to receive compensation for this claim, you must complete the following attestation:

I certify that I spent _____ hours (insert number of hours up to a maximum of 10 hours) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach.

[Signature]

ESDC My Service Canada Account

- **Access Claim**

You are eligible to receive compensation in respect of this claim for the loss of time and inconvenience incurred (if any) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach of your ESDC My Service Canada Account (MSCA).

Any loss of time is compensated on an hourly basis of \$20.00 per hour, for a maximum loss of time of up to four (4) hours, which corresponds to a maximum of \$80.00.

In order to receive compensation for this claim, you must complete the following attestation:

I certify that I spent _____ hours (insert number of hours up to a maximum of 4 hours) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach.

[Signature]

- **Fraud Claim**

You are eligible to receive compensation in respect of this claim for the loss of time and inconvenience incurred (if any) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach of your ESDC My Service Canada Account (MSCA).

Any loss of time is compensated on an hourly basis of \$20.00 per hour, for a maximum loss of time of up to ten (10) hours, which corresponds to a maximum of \$200.00.

In order to receive compensation for this claim, you must complete the following attestation:

I certify that I spent _____ hours (insert number of hours up to a maximum of 10 hours) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach.

[Signature]

Other Accounts Accessed Using GCKey

- **Access Claim**

You are eligible to receive compensation in respect of this claim for the loss of time and inconvenience incurred (if any) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach of your Government of Canada online account accessed using a GCKey.

Any loss of time is compensated on an hourly basis of \$20.00 per hour, for a maximum loss of time of up to four (4) hours, which corresponds to a maximum of \$80.00.

In order to receive compensation for this claim, you must complete the following attestation:

I certify that I spent _____ hours (insert number of hours up to a maximum of 4 hours) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach.

[Signature]

- **Fraud Claim**

You are eligible to receive compensation in respect of this claim for the loss of time and inconvenience incurred (if any) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach of your Government of Canada online account accessed using a GCKey.

Any loss of time is compensated on an hourly basis of \$20.00 per hour, for a maximum loss of time of up to ten (10) hours, which corresponds to a maximum of \$200.00.

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In order to receive compensation for this claim, you must complete the following attestation:

I certify that I spent _____ hours (insert number of hours up to a maximum of 10 hours) communicating with government officials, law enforcement officials or credit agencies addressing issues related to the Breach.

[Signature]

Next.

[After completing all applicable attestations on page 3 and clicking Next, applicant is taken to Special Compensation Fund on page 4]

Page 4: Special Compensation Fund

SPECIAL COMPENSATION FUND

If you have an Access Claim and/or Fraud Claim you may also submit **one** claim for Special Compensation for out-of-pocket expenses related to the Breach incurred between June 26, 2020 and August 18, 2021 (and up to November 25, 2021 for Represent-a-Client), up to a maximum of five thousand dollars (\$5,000) per Class Member.*

**Note: the maximum payment available for out-of-pocket expenses related to identify theft may be reduced based on the amount of claims made, administrator fees, and legal fees.*

Examples of out-of-pocket expenses related to identity theft that may qualify are:

- Unreimbursed fraud losses or charges;
- Professional fees incurred in connection with identity theft;
- Fees or penalties incurred as a result of credit freezes;
- The cost of credit monitoring services not paid by the Defendant;
- Miscellaneous expenses such as notary, copying, postage, mileage and long-distance telephone charges.

Compensable out-of-pocket expenses do not include: (i) any CERB, CESB and/or EI benefit amounts or other federal benefits, credits, refund amounts to which a Claimant was entitled to receive but failed to receive as a result of Identity Theft; (ii) any taxes, penalties and interest that a Claimant paid or that are still owed resulting from or related to the amounts referred to in item (i) above; or (iii) fraudulent transactions on a credit card that was lawfully obtained by the Claimant.

In order to receive compensation under the Special Compensation Fund, you must provide supporting documentary evidence demonstrating:

- a) The amount of out-of-pocket expenses you incurred and that they were incurred between June 26, 2020 and August 18, 2021 (or between October 8 and November 25, 2020 for Represent-a-Client) (e.g., by providing copies of receipts, invoices or bank statements); and
- b) That your personal information was used or modified (personal information may include name, date of birth, address, social insurance number, etc.) to impersonate you, without your knowledge or consent, in order to commit a fraudulent act, including but not limited to:
 - a) opening an account, including a chequing account, a savings account, a cellular subscription account; and/or
 - b) taking control of a pre-existing account ("account takeover"); and/or
 - c) applying for a credit card, prepaid card or financing such as a loan or margin; and/or

- d) performing a financial transaction, i.e., Interac transfer, purchase or cash advance, withdrawal or deposit, government assistance request, bill payment, money transfer, bank draft; and/or
- e) purchasing insurance; and/or
- f) providing a guarantee or endorsement as part of a transaction.

I have evidence of out-of-pocket expenses that I believe are related to identity theft.

Yes – Go to Out-of-Pocket Claim form submission.

I did not incur compensable out-of-pocket expenses, or I am unable to provide documentary evidence of those expenses (therefore, I am not making a claim for Special Compensation) – [applicant will be directed to Claimant Information and Attestation page, page 5]

OUT-OF-POCKET CLAIM FORM SUBMISSION

I certify that I reasonably believe I have incurred out-of-pocket expenses as a result of the Breach and that I have not been compensated for those losses from a bank or third party – [applicant will click on box to indicate yes].

Please briefly explain your loss for the Special Compensation Fund. Before you do, here are some examples:

Example 1: As a result of someone accessing my Government of Canada Online Account(s), someone took out a credit card in my name and incurred charges of \$4000 for which I have not been reimbursed.

Example 2: I paid an identity theft protection company \$800 for consultation and services provided.

Example 3: I paid \$240 to a credit monitoring company (\$20/month for 12 months).

Example 4: I have copying, postage and long-distance expenses totalling \$50.

Click [here](#) to upload documentary evidence of the out-of-pocket expenses you are claiming.

[Next](#).

[After completing this page and clicking Next, applicant is taken to Claimant Information and Attestation page, page 5]

Page 5 – Claimant Information and Attestation

CLAIMANT INFORMATION AND ATTESTATION

(*indicates required fields)

First Name*	Middle Name (if any)	Last Name*
City/Town	Province	Country
Postal Code	Telephone number*	Email address
Date of Birth (MM-DD-YYYY)*		
Social Insurance Number (SIN)		

Under the penalties of perjury, I swear or affirm that all of the information provided by me on this form is true, correct, and complete, and all documents I submitted (if any) are true and correct copies of what they purport to be.

[E-signature]

Name

Date

FORM COMPLETE

Page 6:

Complete if you are claiming on behalf of someone who is deceased, incompetent, or under power of attorney

Are you making a claim on behalf of someone as their legally authorized representative?

YES ☐

NO ☐

Please complete the below information:

Your First Name	Your Last Name
Basis of Representation, where applicable (ie Power of Attorney, Executor, Administrator etc)	
Is the person on whose behalf you are submitting this claim deceased?	If the individual is deceased, please indicate their date of death (MM-DD-YYYY):

[Click here to upload documentary evidence of the status of the representative.](#)

[When this page is complete, applicant is then redirected to Claim Information on page 2]

SCHEDULE “C”: LIST OF DEPARTMENTS AND AGENCIES

- Canada Revenue Agency
- Agriculture and Agri-Food Canada
- Atlantic Canada Opportunities Agency
- Canada Border Services Agency
- Canada Energy Regulator (formerly National Energy Board)
- Canadian Heritage
- Canadian Radio and Telecommunications Commission
- Correctional Services Canada
- Department of Fisheries and Oceans
- Department of National Defence
- Environment and Climate Change Canada
- Employment and Social Development Canada
- Global Affairs Canada
- Health Canada
- Immigration, Refugees and Citizenship Canada
- Innovation, Science and Economic Development Canada
- Natural Resources Canada
- Parks Canada
- Public Service Commission
- Public Services and Procurement Canada
- Royal Canadian Mounted Police
- Shared Services Canada
- Transport Canada
- Veterans Affairs Canada
- Western Economic Diversification

Appendix B

Notice of Settlement Approval

Sweet v. His Majesty the King — Federal Court File No. T-982-20

PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE AFFECTED

Did you receive notice or have reason to believe that you may have experienced a privacy breach between March 1, 2020 and December 31, 2020 with respect to your personal or financial information while using a Government of Canada Online Account (Canada Revenue Agency's "My Account", "My Services Canada" account, or other online government accounts where the account is accessed using a GCKey)? **If so, you may be entitled to compensation.**

Why did I get this Notice?

All persons whose personal or financial information in their Government of Canada Online Account* was disclosed to a third party without authorization between March 1, 2020 and December 31, 2020 (the "Data Breach") have the right to know that the Federal Court has **approved the settlement** in *Sweet v. His Majesty the King*, Federal Court File No. T-982-20 (the "Sweet Class Action").

On August 25, 2022, the Federal Court certified the Sweet Class Action. A copy of the Court's certification order and settlement approval order is available at:
www.breachsettlementcanada.kpmg.ca.

The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing, or fault by any of the Defendants.

The Plaintiff who filed the lawsuit on behalf of the Class Members is Todd Sweet (the "Representative Plaintiff").

The lawyers for the Class Members are Rice Parsons Leoni & Elliott LLP (formerly Rice Harbut Elliott LLP) ("Class Counsel").

What is the Class Action about?

The Plaintiff alleges that the Government of Canada breached Class Members' privacy by failing to properly safeguard confidential personal and financial information accessed electronically through various online government portals. The Plaintiff alleges that these inadequate safeguards allowed bad actors to access online accounts without consent, view confidential information, and in some cases apply for CERB benefits.

The Government of Canada denies these allegations and denies that it did anything wrong. A settlement agreement was reached between the parties and has now been approved by the Federal Court.

Who is included in the settlement?

The Class consists of:

All persons whose personal or financial information in their Government of Canada Online Account* was disclosed to a third party without authorization between March 1, 2020 and December 31, 2020, including Excluded Persons.

* "Government of Canada Online Account" means:

- a) Canada Revenue Agency account;
- b) My Service Canada account; or
- c) another Government of Canada online account accessed using the Government of Canada Branded Credential Service (GCKey).

"Excluded Persons" means all persons who contacted Murphy Battista LLP about the CRA privacy breach class action (T-982-20) before June 24, 2021.

If you meet this definition, you are a Class Member. For greater clarity, even if you meet the definition of "Excluded Persons" in the definition above, you are still a Class Member, and your rights are affected by this settlement.

For more information, visit www.breachsettlementcanada.kpmg.ca,

Email: breachsettlementcanada@kpmg.ca,

Toll-free number: 1-833-724-6160,

or Fax: 514-840-2390

What compensation is available?

Whether you will receive compensation and in what amount depends on the terms of the Settlement Agreement and the distribution protocol. The settlement provides the following payments for Eligible Claimants:

- **Access Claims**

Class Members whose personal information was accessed (but not used fraudulently) may receive compensation for loss of time and inconvenience (if any) at \$20/hour, up to 4 hours (\$80 maximum).

- **Fraud Claims**

Class Members whose personal information was accessed and used fraudulently - for example, if fraudulent CERB, CESB, or EI applications were made, or benefits were diverted, may receive compensation for loss of time and inconvenience (if any) at \$20/hour, up to 10 hours (\$200 maximum).

- **Special Compensation Fund**

Class Members may claim reimbursement of eligible out-of-pocket expenses related to the Data Breach, up to \$5,000, including:

- unreimbursed fraud losses or charges,
- professional or other fees relating to identity theft,
- fees or penalties resulting from credit freezes.

Payment amounts may be reduced depending on the number of approved claims.

It is important to understand that not all Class Members will be entitled to payments under the Settlement Agreement. The settlement only provides compensation to:

- **Class Members whose Government of Canada Online Accounts were subject to unauthorized access by third parties during the Credential Stuffing Attacks between June 26 and August 18, 2020 (the “Breach Period”).**
- **Class Members whose personal and financial information was accessed by an unauthorized third party using a Represent a Client account (RAC account) between October 8 – November 25, 2020.**
- **Since January 15, 2026, Class Members are able to confirm whether they are eligible for payments under the settlement by visiting www.breachsettlementcanada.kpmg.ca.**

If you received this Notice by email or mail from KPMG, you may be eligible to apply for compensation.

How do I apply for compensation?

Claims can be submitted online at www.breachsettlementcanada.kpmg.ca once the claims period commences on [insert date].

You may also contact the Claims Administrator by:

Email: breachsettlementcanada@kpmg.ca

Fax: 514-840-2390

Mail: **KPMG**
600, de Maisonneuve Blvd. West
Suite 1500, Tour KPMG
Montréal, Quebec H3A 0A3
Attention: Canada Privacy Breach Class Action Administrator

What is the deadline to make a claim?

Claims must be submitted no later than [insert date].

Claims submitted after this deadline may not be eligible for compensation.

What if I do NOT want to participate?

The Opt-Out deadline was **February 20, 2026**.

If you did not opt out by the deadline, you are bound by the settlement.

What are the legal fee arrangements?

Under their retainer, Class Counsel sought legal fees equal to 33.33% of the net settlement proceeds, plus disbursements, taxes, and administration expenses.

Class Counsel also sought honoraria of:

- \$5,000 for Representative Plaintiff Todd Sweet,
- \$1,500 each for Anne Campeau and Tanis Seminoff.

The Court has approved Class Counsel's fees, disbursements, and the honoraria.

Where do I get more information?

Visit: www.breachsettlementcanada.kpmg.ca

Email: breachsettlementcanada@kpmg.ca

Toll-free number: 1-833-724-6160 or

Fax: 514-840-2390

You may also write to the Claims Administrator at:

KPMG

600, de Maisonneuve Blvd. West

Suite 1500, Tour KPMG

Montréal, Quebec H3A 0A3

Attention: Canada Privacy Breach Class Action Administrator

You may also contact Class Counsel:

RICE HARBUT ELLIOTT LLP

980 Howe Street, Suite 820

Vancouver, BC V6Z 0C8

Email: classactions@rhelaw.com

THIS NOTICE HAS BEEN AUTHORIZED BY THE FEDERAL COURT OF CANADA

Appendix C

Avis d'approbation du règlement

Sweet c. Sa Majesté le Roi, dossier de la Cour fédérale no T-982-20

VEUILLEZ LIRE ATTENTIVEMENT CET AVIS CAR VOS DROITS LÉGAUX POURRAIENT ÊTRE AFFECTÉS.

Avez-vous reçu un avis ou avez-vous des motifs de croire que vous pourriez avoir été victime d'une atteinte à la vie privée entre le 1er mars 2020 et le 31 décembre 2020 en ce qui concerne vos renseignements personnels ou financiers lorsque vous utilisiez un compte en ligne du gouvernement du Canada (« Mon dossier » de l'Agence du revenu du Canada, « Mon dossier Service Canada » ou d'autres comptes gouvernementaux en ligne où l'on accède au compte au moyen d'une CléGC) ? **Si tel est le cas, vous pourriez avoir droit à une indemnisation.**

Pourquoi ai-je reçu cet avis?

Toutes les personnes dont les renseignements personnels ou financiers contenus dans leur Compte en ligne du gouvernement du Canada* ont été divulgués à un tiers sans autorisation entre le 1er mars 2020 et le 31 décembre 2020 (l'« Incident de confidentialité ») ont le droit d'être informées que la Cour fédérale a **approuvé le règlement** dans *Sweet c. Sa Majesté le Roi*, dossier de la Cour fédérale no T-982-20 (le « Recours collectif Sweet »),

Le 25 août 2022, la Cour fédérale a certifié le Recours collectif Sweet. Copie de l'ordonnance de certification et de l'Ordonnance d'approbation du règlement est disponible à :

<https://www.fuitereglementcanada.kpmg.ca>.

Le règlement proposé est un compromis sur des désaccords et ne constitue pas une admission de responsabilité ou d'acte répréhensible ou de faute de la part de l'un des Défendeurs.

Le Demandeur qui a intenté la poursuite au nom des Membres du groupe est Todd Sweet (appelé le « Représentant des Demandeurs »).

Les avocats du Groupe sont Rice Parsons Leoni & Elliott LLP (anciennement Rice Harbut Elliott LLP) (« Avocats du groupe »).

En quoi consiste le Recours collectif?

Le Demandeur allègue que le gouvernement du Canada a porté atteinte à la vie privée des membres du groupe en ne protégeant pas adéquatement les renseignements personnels et financiers confidentiels consultés électroniquement au moyen des divers portails gouvernementaux en ligne. Le Demandeur allègue que ces mesures de protection inadéquates ont permis à des acteurs malveillants d'accéder aux comptes en ligne de Canadiens sans leur consentement, de consulter des détails confidentiels et privés et, dans certains cas, de demander des prestations de PCU.

Le gouvernement du Canada nie ses allégations et nie avoir fait quoi que ce soit de mal. Les parties sont parvenues à une transaction de règlement, qui a depuis été approuvée par la Cour fédérale.

Qui est inclus dans le règlement ?

Le Groupe se compose de :

Toutes les personnes dont les renseignements personnels ou financiers contenus dans leur compte en ligne du gouvernement du Canada* ont été divulgués à un tiers sans autorisation entre le 1er mars 2020 et le 31 décembre 2020, y compris les Personnes exclues.

*. « Compte en ligne du gouvernement du Canada » désigne :

- a) compte de l'Agence du revenu du Canada ;
- b) Mon dossier Service Canada ; ou
- c) un autre compte en ligne du gouvernement du Canada, où l'on accède à ce compte au moyen du Service d'identification de marque du gouvernement du Canada (CléGC).

« Personnes exclues » désigne toutes les personnes qui ont communiqué avec Murphy Battista LLP au sujet du recours collectif pour atteinte à la vie privée de l'ARC, sous le numéro de dossier de la Cour fédérale T-982-20, avant le 24 juin 2021.

Si vous répondez à la définition ci-dessus, vous êtes un Membre du groupe. Pour plus de clarté, même si vous répondez à la définition de « Personnes exclues » dans la définition ci-dessus, vous êtes un Membre du groupe et vos droits sont touchés par le règlement proposé.

Pour plus d'informations, consultez le site <https://www.fuitereglementcanada.kpmg.ca>,

Courriel: fuitereglementcanada@kpmg.ca,

Numéro sans frais: 1-833-724-6160,

OU télécopieur: 514-840-2390

Quelles sont les indemnités prévues ?

Que vous receviez une compensation ou non, et de quel montant, dépend des termes de la Transaction de règlement et du protocole de distribution. Le règlement prévoit les paiements suivants pour les Réclamants admissibles :

- **Réclamations pour victimes d'accès non autorisé**

Les Membres du groupe dont les renseignements personnels ont été consultés (mais non utilisés à des fins frauduleuses) peuvent recevoir une indemnisation pour la perte de temps et les inconvénients subis (le cas échéant) à un taux de 20 \$ l'heure pour un maximum de quatre (4) heures (*maximum de 80 \$*).

- **Réclamations pour les victimes de fraude**

Les Membres du groupe dont les renseignements personnels ont été consultés et utilisés à des fins frauduleuses – par exemple, si des demandes frauduleuses pour la PCU, la PCUE ou l'AE ont été faites, ou si des prestations ont été détournées – peuvent recevoir une

indemnisation pour la perte de temps et les inconvénients subis (le cas échéant) à un taux de 20 \$ l'heure pour un maximum de dix (10) heures (*maximum de 200 \$*).

- **Fonds d'Indemnisation spéciale**

Les Membres du groupe peuvent réclamer le remboursement de frais encourus liés à l'Incident de confidentialité pouvant atteindre 5 000 \$, incluant :

- pertes ou les frais liés à la fraude non remboursés,
- frais professionnels ou autres frais engagés en lien avec l'usurpation d'identité,
- frais ou pénalités résultant du gel du crédit.

Le montant du paiement peut être réduit en fonction du nombre de réclamations approuvées.

Il est important de comprendre que ce ne seront pas tous les Membres du groupe qui auront droit à des paiements en vertu de la Transaction de règlement proposée. Le règlement ne prévoit une indemnisation que pour :

- Les Membres du groupe dont les Comptes en ligne du gouvernement du Canada ont été l'objet d'attaques par bourrage d'identifiants entre le 15 juin et le 30 août 2020 (les « Attaques par bourrage d'identifiants »).
- Les Membres du groupe dont les informations personnelles et financières ont été consultées par un tiers non autorisé à l'aide d'un compte "Représenter un client" (compte ARC) entre le 8 octobre et le 25 novembre 2020.
- Depuis le 15 janvier 2026, les Membres du groupe peuvent confirmer leur admissibilité à des paiements dans le cadre de l'accord en visitant <https://www.fuitereglementcanada.kpmg.ca>.

Si vous avez reçu cet avis par courriel ou par la poste de la part de KPMG, vous pourriez être éligible pour demander une indemnité.

Comment puis-je demander une indemnisation ?

Les réclamations peuvent être soumises en ligne à www.fuitereglementcanada.kpmg.ca une fois la période de réclamation commencée, soit le [insérer la date].

Vous pouvez aussi contacter l'Administrateur des réclamations par :

Courriel : fuitereglementcanada@kpmg.ca

Télécopieur : 514-840-2390

Poste: **KPMG**
Tour KPMG, Bureau 1500
600, boul. de Maisonneuve Ouest
Montréal (Québec) H3A 0A3
À l'attention de l'Administrateur du Recours Collectif Canada Atteinte à la vie privée

Quelle est la date limite pour soumettre une réclamation?

Les réclamations doivent être soumises au plus tard le [insert date].
Les réclamations soumises après cette date limite pourraient ne pas donner droit à une indemnisation.

Que se passe-t-il si je ne veux PAS participer?

La date limite d'Exclusion était le **20 février 2026**.

Si vous n'avez pas choisi de vous exclure avant la date limite, vous êtes lié par le règlement.

Quels sont les arrangements en matière d'honoraires juridiques ?

Selon les termes de leur contrat de services, les Avocats du groupe ont demandé le paiement d'honoraires juridiques équivalant à 33,33 % du produit net du règlement, plus les débours, les taxes applicables et les frais d'administration

Les Avocats du groupe ont également demandé le paiement un versement à titre gratuit de :

- 5 000 \$ pour le Représentant des demandeurs Todd Sweet,
- 1 500 \$ chacun à Anne Campeau et and Tanis Seminoff.

Le tribunal a approuvé les honoraires et les débours des Avocats du groupe ainsi que les versements à titre gratuit.

Où puis-je trouver plus d'informations?

Visitez : www.fuitereglementcanada.kpmg.ca

Courriel : fuitereglementcanada@kpmg.ca

Numéro sans frais: 1-833-724-6160 or

Télécopie : 514-840-2390

Vous pouvez aussi écrire à l'Administrateur des réclamation à l'adresse suivante :

KPMG
Tour KPMG, Bureau 1500
600, boul. de Maisonneuve Ouest
Montréal (Québec) H3A 0A3
À l'attention de l'Administrateur du Recours Collectif Canada Atteinte à la vie privée

Vous pouvez également contacter les Avocats du groupe:

RICE HARBUT ELLIOTT LLP

980, rue Howe, bureau 820

Vancouver BC V6Z 0C8

Courriel : classactions@rhelaw.com

CET AVIS A ÉTÉ AUTORISÉ PAR LA COUR FÉDÉRALE DU CANADA

Appendix D

Notice of Further Right to Opt-Out for Objectors

All persons whose personal or financial information in their **Government of Canada Online Account*** was disclosed to a third party without authorization between March 1, 2020, and December 31, 2020 (the “**Data Breach**”) have the right to know about a Settlement that has been reached in *Sweet v. His Majesty the King*, Federal Court File No. T-980-20 (“**Sweet Class Action**”).

* “**Government of Canada Online Account**” means:

- a) *Canada Revenue Agency account;*
- b) *My Service Canada account; or*
- c) *another Government of Canada online account, where that account is accessed using the Government of Canada Branded Credential Service (GCKey).*

On [DATE], the Federal Court approved the Settlement in the Sweet Class Action.

Why am I receiving this Notice?

You are receiving this Notice because you are a Class Member in the Sweet Class Action and you filed an objection to the Settlement.

In accordance with the terms of the Order approving the Settlement of this action, all Class Members who filed an objection to the Settlement on or before March 31, 2026 are being provided **an additional period of 20 days to opt out of the Settlement**. The deadline for opt-out is [DATE].

If you do not want to be bound by the terms of the Settlement and want to advance your own individual claim, you must opt-out by the deadline. Your individual claim will be subject to any applicable limitation periods. You will no longer be represented by Class Counsel. You will not be entitled to any compensation under the Settlement.

If you wish to opt-out, you must provide written notice of your decision by emailing Class Counsel at <email address> by no later than [DATE], clearly stating your intention to opt out of the class action.

Email transmissions will be deemed to be received based on time stamp.

If you do **not** wish to opt-out, you do not have to do anything.

For more information, go to the following website: <website>

You may also contact Class Counsel at <email>:

THIS NOTICE HAS BEEN AUTHORIZED BY THE FEDERAL COURT OF CANADA.

Appendix E

Avis de l'extension du droit d'exclusion pour les Objecteurs

Toutes personnes dont les renseignements personnels ou financiers contenus dans leur compte en ligne du **gouvernement du Canada*** ont été divulgués à un tiers sans autorisation entre le 1^{er} mars 2020 et le 31 décembre 2020 (l'« **Incident de confidentialité** ») ont le droit d'être informés qu'un Règlement a été conclu dans *Sweet c. Sa Majesté le Roi*, dossier de la Cour fédérale no T-982-20 (le « **Recours collectif Sweet** »).

* « **Compte en ligne du gouvernement du Canada** » désigne :

- a) compte de l'Agence du revenu du Canada ;
- b) Mon dossier Service Canada ; ou
- c) un autre compte en ligne du gouvernement du Canada, où l'on accède à ce compte au moyen du Service d'identification de marque du gouvernement du Canada (CléGC).

Le [DATE], la Cour fédérale a approuvé le Règlement dans le recours collectif Sweet.

Pourquoi est-ce que je reçois cet Avis?

Vous avez reçu cet Avis parce que vous êtes un Membre du groupe du Recours collectif Sweet et que vous avez déposé une objection au Règlement.

Conformément aux termes de l'Ordonnance approuvant le Règlement de ce recours, tous les Membres du groupe ayant déposé une objection contre le Règlement le ou avant le 31 mars 2026 se voient accorder **un délai supplémentaire de 20 jours pour s'exclure du Règlement**. La date limite pour s'exclure est le [DATE].

Si vous ne désirez pas être liés par les termes du Règlement et désirez avancer votre réclamation individuelle, vous devez vous exclure avant la date limite. Votre réclamation individuelle sera sujette à tous les délais de prescription applicables. Vous ne serez plus représenté par les Avocats du groupe. Vous n'aurez droit à aucune indemnisation en vertu de ce Règlement.

Si vous désirez vous exclure, vous devez nous fournir un avis écrit de votre décision en la transmettant par courriel aux Avocats du groupe à <email address> au plus tard le [DATE], lequel doit clairement indiquer votre intention de vous exclure de ce recours collectif.

Les transmissions par courriel seront réputées reçues en fonction de l'horodatage.

Si vous **ne** désirez pas vous exclure, vous n'avez rien à faire.

Pour plus d'informations, visitez le site Web suivant : <website>

Vous pouvez également contacter les Avocats du groupe à l'adresse courriel <email>

CET AVIS A ÉTÉ AUTORISÉ PAR LA COUR FÉDÉRALE DU CANADA.