

Schedule “A”

Distribution Protocol

I. PREAMBLE

- A. **WHEREAS** on May 14, 2021, Plaintiff filed an Application for Authorization to Institute a Class Action (the “**Application for Authorization**”) against Defendants Coopérative de services enfancefamille.org (hereinafter the “**Coopérative**”) and the Procureur général du Québec (hereinafter the “**PGQ**”) (hereinafter collectively the “**Defendants**”);
- B. **WHEREAS** the parties have entered into an agreement for the settlement of the Class Action against Defendants (“**Settlement Agreement**”);
- C. **WHEREAS** the Settlement Agreement provides that the parties will consent to the authorization of the Class Action, only for the purpose of settlement, and will petition the Superior Court of Quebec for approval of the Settlement Agreement;
- D. **WHEREAS** pursuant to the Settlement Agreement, Defendants will compensate certain Settlement Class Members for substantiated costs, losses and/or unreimbursed expenses Settlement Class Members can establish, with reasonable documentation, were caused by the Data Breach and/or incurred as a result of the Data Breach or the receipt of the La Place 0-5 Notice(s), as more fully detailed herein.

II. DEFINITIONS

1. The following terms are defined for the purposes of this Distribution Protocol only, including the Preamble. All other capitalized (defined) terms herein have the meaning ascribed to them in the Settlement Agreement:

“**Claim Form**” means the document that Settlement Class Members must complete and submit, along with the required supporting documentation, in order to claim compensation under the Settlement Agreement, as set out in Schedule “D” to the Settlement Agreement;

“**Claimant**” means a Settlement Class Member who has submitted a Claim Form as set forth herein;

“**Claims Deadline**” means the time marking the end of the Claims Period at which no Claim Form or any other claim whatsoever will be received by the Claims Administrator, to be set at 11:59:00 p.m. EST on the date falling 90 days after the Approval Notice is first disseminated by emails or letters to Settlement Class Members, or any other date and time to be determined by the Superior Court in the Approval Judgment. Paper Claim Forms must be postmarked before the Claims Deadline;

“**Claims Period**” means the period during which Settlement Class Members must submit a claim in order to receive a benefit further to the Settlement Agreement. The period begins on the day the Approval Notice is first disseminated by emails or letters to the Settlement Class Members and ends on the Claims Deadline;

“Settlement Website” means the dedicated bilingual website put online and maintained by the Claims Administrator;

III. PUBLICATION OF NOTICE AND CLAIM FORM

2. The Preamble and Definitions form an integral part of this Distribution Protocol.
3. This Distribution Protocol will only become effective once it is approved by the Court together with the Settlement Agreement and after the Effective Date. If it is not approved, it will become null and void and will not generate any rights or obligations either for the Parties or the Settlement Class Members.
4. After the Effective date, the Claim Form will be made available on a dedicated bilingual website put online and maintained by the Claims Administrator (the Settlement Website) and will need to be completed either directly online or printed and mailed to the Claims Administrator.
5. The Claims Administrator will issue a press release in both French and English, in substantially the form of the Short Form Notice as agreed upon by the Parties. Said bilingual joint press release will be published on www.newswire.ca.
6. Upon receiving the required information from Defendants, the Claims Administrator will send the Long Form Notice, and eventually the Approval Notice, in both French and English, by email or letters to the lists of 8,589 Settlement Class Members provided by the Defendants, and to any persons having submitted their information to Class Counsel in this file.
7. The Short Form Notice, the Long Form Notice and the Approval Notice will be made available on Class Counsel's firm website (www.lexgroup.ca), the Class Actions Registry, and the Settlement Website, in both languages.
8. No other form or means of publicizing the Notices shall be required pursuant to the Settlement Agreement, unless ordered by the Court.
9. Class Counsel will be entitled to post the Settlement Agreement and its Schedules, including other related proceedings or judgments on its firm website, in both languages (if available in both languages).
10. The Claims Administrator will create and maintain a Settlement Website that allows users to request hard copies of the Long Form Notice, and as of the Effective Date will allow users to make a claim online or by mail.
11. As of the Effective Date, the Claims Administrator will establish and maintain a bilingual toll-free interactive voice response system to service Settlement Class Members calling as a result of seeing the Notices. Should Settlement Class Members wish to speak to a live agent, the Claims Administrator will ensure that this service is available in both French and English.

IV. DISTRIBUTION PROCESS

12. In order to be eligible for a reimbursement, a Claimant will have to have submit a Claim Form received online by the Claims Administrator or postmarked and mailed to the Claims Administrator before the Claims Deadline. The Claim Form shall be the only accepted means of submitting a claim to the Claims Administrator.
13. Online Claim Forms received by the Claims Administrator after the Claims Deadline and/or Claim Forms submitted in paper form and sent to the Claims Administrator by mail but postmarked after the Claims Deadline shall not be eligible for evaluation or approval.

A. Documentary Supported Claims

14. Settlement Class Members who submit a valid Claim Form and reasonable documentation acceptable to the Claims Administrator (at its discretion) are eligible for reimbursement of their Substantiated Losses.
15. Reasonable documentation of Substantiated Losses is objective proof of losses caused by the Data Breach (acceptable to the Claims Administration, at its discretion) dated from May 8, 2021 to the date of the Pre-Approval Judgment , such as without limitation, invoices, receipts, statements, photos, etc., that reflect such losses or costs were caused by or as a result of the Data Breach or the effects of the Data Breach or incurred as a result of the Data Breach or the receipt of the La Place 0-5 Notice(s) (including without limitation losses or costs related to fraud or identity theft). Substantiated Losses cannot be documented solely by a personal declaration or affidavit from the Claimant.
16. Documentary Supported Claims of Substantiated Losses will be paid to Settlement Class Members up to an amount of \$1,000 CAD per claimant. Should the total amounts claimed exceed the Net Cap, the Documentary Supported Claims will be reduced on a *pro rata* basis, except for the pre-approved claim of the Representative Plaintiff.

B. Claim Form

17. The Claim Form is an integral part of the settlement documentation as Schedule "D" to the Settlement Agreement. Settlement Class Members who choose to submit a Documentary Supported Claim must complete the Claim Form, including signing and dating the Claim Form, and submit reasonable documentation as specified in the Claim Form.

V. CLAIM VALIDATION PROCESS

18. All Claim Forms must be submitted to the Claims Administrator in the manner and by the deadline specified in the Claim Form.

A. Documentary Supported Claims

19. The Claims Administrator, in its sole discretion to be reasonably exercised, will evaluate Documentary Supported Claims to determine whether: a) the Claimant is a Settlement Class Member; b) the Claim Form is complete and accurate; c) the Settlement Class Member signed the Claim Form as required; d) the Claimant provided the information needed to evaluate the Claim Form; and e) the information and documentation submitted could lead a reasonable person to believe that the Claimant has suffered Substantiated

Losses caused by the Data Breach and/or the receipt of the La Place 0-5 Notice(s). The Claims Administrator will not be obliged to independently investigate each claim other than through its review of the documents and information received from each claimant and/or through additional information or documents that the Claims Administrator may request from the claimant.

20. The Claims Administrator, in its discretion to be reasonably exercised and based on the documentation submitted with the Claim Form, will determine and approve the amount of Substantiated Losses for Documentary Supported Claims. The Claims Administrator may choose to consult with Class Counsel and defendant's counsel regarding any claims received. However, the Claims Administrator's decision and determination regarding the timeliness, validity and/or approved amount of any claim will be final and not appealable.

VI. CALCULATION REGARDING PAYMENT TO SETTLEMENT CLASS MEMBERS

21. The Claims Administrator will calculate the amount payable to Settlement Class Members who presented valid Documentary Supported Claims up to an aggregate maximum of Net Cap (as detailed above) for all Settlement Class Members.
22. Should the total amount payable to Settlement Class Members who presented valid Documentary Supported Claims exceed the Net Cap, their claims will be reduced on a *pro rata* basis, except for the claim of the Representative Plaintiff.
23. Without constituting an admission or precedent for other unrelated cases, the Parties have agreed that any Balance owing from the Cap after payment of the amounts to be paid according to Article 598 C.p.c. will be first distributed to the Fonds d'aide aux actions collectives (FAAC) according to the terms provided for in the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*, RLRQ, c. F-3.2.0.1.1, r.2., and for the rest, to the Access to Justice Fund, as provided for in Article 596 C.p.c.
24. The pre-approved claim of Settlement Class Representative is included and deducted from the Net Cap.

VII. PAYMENT

25. Thirty (30) days following the Claims Deadline, the Claims Administrator will provide Defendants and Class Counsel with the details of the amounts payable to the Settlement Class Members.
26. The Claims Administrator can mail a cheque for the reimbursements of Substantiated Losses payable to the Settlement Class Members although it will favor making payments electronically, if acceptable to the Claimant.
27. The Claims Administrator will file a final administration report to the Court, in accordance with Section 59 of the *Règlement de la Cour supérieure du Québec en matière civile*, within sixty (60) days from the payments, which report will be provided to Defendants' counsels, the Fonds, and Class Counsel.

VIII. CLAIMS ADMINISTRATOR

- 28.** The Claims Administrator will be responsible for implementing and managing the claims process detailed hereinabove.
- 29.** All written communications from the Settlement Class Members to the Claims Administrator should be sent to the Claims Administrator's address.