

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

)

_Tuesday____, THE _5th__

)

)

DAY OF ____July_____, 2022

JUSTICE AKBARALI

)

NENAD SUZIC

- and -

VIB EVENT STAFFING INC. and VALERIE SIDECO

ORDER
(CERTIFICATION, SETTLEMENT APPROVAL, and APPROVAL OF CLASS
COUNSEL’S FEES)

THIS MOTION, made by the Plaintiff on consent, for an Order certifying this action as a Class Proceeding, appointing Nenad Suzic as the representative plaintiff, approving the Settlement Agreement between the parties dated April 15, 2022 and attached to this Order as **Appendix 1** (the “Settlement Agreement”), approving an honorarium in the amount of \$4,000 for the representative plaintiff, approving Class Counsel’s fees, and dismissing this action (“Action”) as against the Defendant, was heard this day by video conference.

ON READING the materials filed, including the Settlement Agreement and the Proposed Distribution and Notice Plan attached to the Settlement Agreement as **Schedule B**

(the “Distribution Plan”) **and Schedule C** (the “Notice Plan”), and on hearing the submissions of counsel for the Plaintiff and Defendant;

AND ON BEING ADVISED that the Plaintiff and the Defendant consent to this Order; without any admission of liability by the Defendant (which the Defendant denies) whatsoever;

Certification and Class Definition

1. **THIS COURT ORDERS** that this proceeding is hereby certified as a Class Proceeding with respect to the causes of action set out in the Amended Statement of Claim;
2. **THIS COURT ORDERS** that the Class consists of:

All supervisors, servers, waiters, bartenders identified as independent contractors who worked for VIB Staffing Inc. since the year 2010 to December 31, 2021, who have not filed a complaint with the Ministry of Labour or signed a release relating to the matters in question unless it was properly withdrawn. This definition includes but is not limited to supervisors, bartenders, servers, wait-staff, event staff, and any other individuals providing (or who provided at any point during the Class Period) event staffing services to the Defendant on an independent contractor basis during the Class Period such as coat checkers, greeters, dishwashers and kitchen helpers

Representative Plaintiff and Class Counsel

3. **THIS COURT ORDERS** that Nenad Suzic is hereby appointed representative plaintiff on behalf of all Class Members and that Monkhouse Law is hereby appointed as counsel to the Class.

Common Issues

4. **THIS ORDER ORDERS** that the common issues are the following:

1. Did the actual circumstances of the relationship between the Defendants and the class members constitute an employer/employee relationship, such that the class members were in fact employees of the Defendants and not “independent contractors”?
2. If the answer to (1) is “yes”, are the Defendants liable to the class for employee benefits pursuant to the Employment Standards Act (including unpaid vacation pay and public holiday pay and overtime)?
3. If the answer to (1) is “yes”, what are the terms (express or implied or otherwise) of the class members’ contracts of employment with the Defendant regarding:
 - a. Regular and overtime hours of work;
 - b. Recording of the hours worked by the class members;
 - c. Breaks;
 - d. Payment of hours worked by class members; and,
 - e. Lieu time as purported compensation for overtime hours worked.
4. Whether the Defendant breached any of the contractual terms and if so, how.
Without limiting generality of the forgoing, whether the class members are owed damages from the Defendants for:
 - a. Unpaid overtime;
 - b. Compensation below minimum wage;
 - c. Vacation pay; and,
 - d. Public holiday pay and premium pay.

5. Whether the Defendant has a duty (in contract or otherwise) to prevent class members from working, or a duty to not permit or encourage class members to work, overtime hours for which they were not properly compensated or for which the Defendant would not pay.
 - a. If such a duty exists, whether the Defendant breached that duty.
6. Whether the Defendant has a duty (in contract or otherwise) to accurately record and maintain a record of all hours worked by class members to ensure that class members were appropriately compensated for same.
 - a. If such a duty exists, whether the Defendant breached that duty.
7. Whether the Defendant has a duty in contract, or otherwise to implement and maintain an effective and reasonable system or procedure which ensured that the duties in Common Issues (4)(d) and 5)(a) were satisfied for all class members.
 - a. If such a duty exists, whether the Defendant breached that duty.
8. Whether the Defendants are liable, and must reimburse the class members, for any Canada Pension Plan or Employment Insurance Act contributions which they may have paid or are owed resulting from the failure of the Defendant to pay statutory contributions.
9. If liability is established, are punitive damages available?

If the answer to Common Issue (9) is yes

10. What is the quantum of punitive damages owed to class members or any part thereof?
11. If liability is established, are aggregate damages available?

If the answer to Common Issue (11) is yes:

12. What is the most efficient method to assess those aggregate damages? Without limiting the generality of the foregoing, can aggregate damages be assessed in whole or in part on the basis of statistical evidence, including statistical evidence based on random sampling?
13. What is the quantum of aggregate damages owed to class members or any part thereof?
14. What is appropriate method or procedure for distributing the aggregate damages award to class members?

Notification and Opting Out

5. **THIS COURT ORDERS** that the form of notice of this Certification Order attached to this Order as **Appendix 2** (the “Short Form Notice”) and **Appendix 3** (the “Long Form Notice”) are hereby approved substantially in the form attached, the manner of giving notice, and all other related matters are approved as set out in the Notice Plan;
6. **THIS COURT ORDERS** that the Notice Plan, including the manner of giving notice and all other related matters are approved as set out in the Notice Plan.
7. **THIS COURT ORDERS** that Class Members may not opt-out after August 5th, 2022.

Settlement Agreement

8. **THIS COURT ORDERS** that the Settlement Agreement is incorporated by reference into this Order and that unless otherwise defined in this Order, capitalized terms in this Order shall have the meanings as defined in the Settlement Agreement.
9. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

10. **THIS COURT ORDERS** that the Settlement Agreement is fair and reasonable and in the best interests of the Class and is hereby approved and shall be implemented in accordance with its terms.
11. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each Class Member, including those persons who are minors or mentally incapable, and that the requirements of Rule 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this proceeding.
12. **THIS COURT ORDERS AND DECLARES** that, in consideration of the payment made to the Class as set out in the Settlement Agreement, each Releasor has released and shall be conclusively deemed to have forever and absolutely release the Releasees from all Released Claims.
13. **THIS COURT ORDERS** that for the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and that Class Counsel attorns to the jurisdiction of this Court for the purposes of implementing, administering, and enforcing the Settlement Agreement and this Order and subject to the terms and conditions set out in the Settlement Agreement and this Order.

Distribution Plan and Notice Plan

14. **THIS COURT ORDERS** that the Distribution Plan and Notice Plan is incorporated by reference into this Order and that, unless otherwise defined in this Order, capitalized terms in this Order shall have the meanings set out in the Distribution Plan and Notice Plan.
15. **THIS COURT ORDERS** that in the event of conflict between this Order and the Distribution and Notice Plan, this Order shall prevail.

16. **THIS COURT ORDERS** that the Distribution Plan and Notice Plan is fair and reasonable and in the best interests of the Class and is hereby approved and shall be implemented in accordance with its terms.
17. **THIS COURT ORDERS** that the Claims Administrator shall be Monkhouse Law. Monkhouse Law shall charge no fees or disbursements for the work performed in the implementation of the Distribution Plan and Notice Plan.
18. **THIS COURT ORDERS** that the Referee shall be Mika Imai of Karimjee Law, whose biography is hereby attached as **Appendix 4** (the “Imai Biography”) to this Order.
19. **THIS COURT ORDERS** that the Claims Administrator shall provide notice of this Order pursuant to the Distribution Plan and Notice Plan, facilitate the claims administration process, and report to the Court and Parties in accordance with the terms of the Settlement Agreement.
20. **THIS COURT ORDERS AND DECLARES** that no person may bring any action or take any proceeding against the Claims Administrator or the Referee or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the implementation of this Order or the administration of the Settlement Agreement and this Order except with leave of the Court.
21. **THIS COURT ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
22. **THIS COURT ORDERS THAT** Class Members be notified in accordance with the proposed notices and in accordance with the recommendations of counsel:

1. Using records available to the parties, Class Members be notified via e-mail of this Order in the form of the Short Notice here attached at “**Appendix 2**”; and
 2. Notice of the settlement approval hearing to be posted on Class Counsel’s (Monkhouse Law) website in the form of the Long Notice here attached at “**Appendix 3**”.
 3. Class Counsel will post to their LinkedIn, Facebook, and Twitter a notice that a settlement has been approved with a link to the Long Notice posted on Class Counsel’s website.
23. **THIS COURT ORDERS** that the “Opt-Out Notice/Form”, as attached as **Schedule “D”** to the Settlement Agreement, is approved.
24. **THIS COURT ORDERS** that the “Claims Form”, as attached as **Schedule “B1”** to the Settlement Agreement, is approved.
25. **THIS COURT ORDERS** that the “First Notification Letter”, as attached as **Schedule “B2”** to the Settlement Agreement, is approved.
26. **THIS COURT ORDERS** that the “Appeal Form”, as attached as **Schedule “B3”** to the Settlement Agreement, is approved.
27. **THIS COURT ORDERS** that the “Payment Notification Letter”, as attached as **Schedule “B4”** to the Settlement Agreement, is approved.
28. **THIS COURT ORDERS** that the claim deadline is October 3rd, 2022, and any claim form submitted after that date shall be invalid, subject only to Class Counsel, in their role as Claims Administrator, reasonably exercising its discretion to accept late claims forms up to 15 days after October 3rd, 2022.

Production of Information

29. **THIS COURT ORDERS** that this Order constitutes an Order compelling the production of information by the Defendants within the meaning of applicable privacy laws, including that it satisfies the requirements of section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5.
30. **THIS COURT ORDERS** that this Order does and is deemed to comply with any requirements under applicable privacy laws for the Defendants to provide any notice to persons of disclosure of the information required by this Order without consent.
31. **THIS COURT ORDERS** that the Defendant be and is hereby released from any and all obligations pursuant to any and all applicable privacy laws, including common law, statutes and regulations in relation to the disclosure of personal information of Class Members to Class Counsel for the purposes of Claims Administration.

Class Counsel Fees and Disbursements

32. **THIS COURT ORDERS** that the fees and disbursements of Class Counsel are hereby fixed at \$50,454.50, being \$34,650.00 in fees, \$4,504.50 in HST, and \$11,300.00 in disbursements, which are first charge on the Settlement Fund, and may be deducted from the balance as provided in the Distribution Plan.
33. **THIS COURT ORDERS** that the payment of \$3,000.00 to Micheal Silver, the mediator, from the Settlement Amount, is approved.

Honorarium

34. **THIS COURT ORDERS** that the Plaintiff is awarded an honorarium of \$4,000.00 for the contributions he made in the prosecution of this action for the benefit of the Class as a

whole, and this amount shall be paid from the Settlement Fund by Class Counsel as provided in the Distribution Plan.

Further Orders

35. **THIS COURT ORDERS** that if the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on a subsequent motion made on notice.

36. **THIS COURT ORDERS AND ADJUDGES** that, save as aforesaid, this Action be and is hereby dismissed without costs and with prejudice.

JUSTICE AKBARALI

Appendix 1

SETTLEMENT AGREEMENT

Made as of April 15th, 2022

Between

NENAD SUZIC

Plaintiff

– and –

VIB EVENT STAFFING INC. and VALERIE SIDECO

Defendants

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RECITALS

1. **WHEREAS** the Plaintiff commenced the Action in Court File No. CV-20-00643482-00CP, which alleges that the Defendant misclassified Class Members as independent contractors rather than employees;
2. **AND WHEREAS**, the Plaintiff has brought a motion to certify the Action as a class proceeding;
3. **AND WHEREAS** the Defendants intend to consent to the certification of this Action as a class proceeding;
4. **AND WHEREAS** the Defendants deny the allegations in the Action and believes they have good and reasonable defences to the Plaintiff's claim;
5. **AND WHEREAS** the Defendants assert that they would actively pursue these defences through trial and, if necessary, on appeal, if the Plaintiff continued the Action against it;
6. **AND WHEREAS** on August 27, 2020, Valerie Sideco offered the Proposed Class Members the option of becoming employees and only 4 out of 150 on VIB's roster at the time opted to become employees;
7. **AND WEREAS** VIB has ceased operations at the end of 2021 and the company will be wound down in 2022;
8. **AND WHEREAS** VIB represents, to the best of its knowledge, there are 1117 members in the class and that it can generate a report of each class member's earnings per year for 2010 to 2021, for the records from 2015 to 2021 VIB represents it has earnings reports for class members who earned over \$500 per year.;
9. **AND WHEREAS** to the best of its knowledge, VIB has contact information for 1086 of the 1117 Proposed Class Members who worked for it from 2010 to 2021. Specifically, to the best of its knowledge, VIB has last known phone numbers for 13 of the Proposed Class Members, last known e-mail addresses for 294 of the Proposed Class Members, and last known home addresses for 914 of the Proposed Class Members.

10. **AND WHEREAS** the Parties (as defined herein) have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and burden of this litigation, and to achieve final resolution of all claims that have been asserted, or which could have been asserted, against the Defendant by the Plaintiff on his own behalf and on behalf of the Class (as defined below), and to avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy;
11. **AND WHEREAS** counsel for the Defendants and Class Counsel have engaged in extensive arm's-length settlement discussions and negotiations (including but not limited to a one-day mediation before Michael Silver) in respect of this Settlement Agreement and the Full and Final Release contained herein;
12. **AND WHEREAS** as a result of these settlement discussions and negotiations, the Parties have entered into this Settlement Agreement, including agreeing to the terms of the Full and Final Release contained herein, which embody all of the terms and conditions of the settlement between the Parties, both individually and on behalf of the Class, subject to approval of the Ontario Court;
13. **AND WHEREAS**, the Plaintiff has agreed to accept this settlement because of the:
 - (a) Settlement Amount to be provided by the Defendants under this Settlement Agreement,
 - (b) Defendants' inability to pay any additional amounts; and
 - (c) Attendant risks of litigation in light of the defences that may be asserted by the Defendants;
14. **AND WHEREAS** the Parties and their counsel agree that neither this Settlement Agreement, nor any statement made in the negotiations leading thereto shall be deemed or construed as an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiff's allegations;
15. **AND WHEREAS** the Plaintiff and his counsel have reviewed and fully understand the terms of this Settlement Agreement and the Full and Final Release and, based on a thorough analysis of the applicable facts and law, and having regard to the burden and expense in prosecuting the Action, including the risks and uncertainties associated with trial and

appeal, the Plaintiff and his counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiff and the Class Members;

16. **AND WHEREAS** the Defendant is entering into this Settlement Agreement to achieve a final resolution of all claims in respect of the classification and employment of the Class Members, which have been asserted, or which could have been asserted, against the Defendant by the Plaintiff and the Class Members, and to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation;
17. **AND WHEREAS** the Parties therefore wish to, and hereby do fully and finally resolve, without admission of liability, the Action against the Defendants;
18. **AND WHEREAS** for the purposes of settlement only and contingent on an order by the Court as provided for in this Settlement Agreement, the Plaintiff has consented to a dismissal of the Action against the Defendant;

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 is hereby acknowledged, it is agreed by the Parties that the Action be dismissed against the Defendants on the merits with prejudice, subject to the approval of the Ontario Court, on the following terms and conditions:

TERMS AND CONDITIONS

1. For the purposes of this Settlement Agreement, including the recitals and schedules hereto:
 - a) **Action** means the action issued in the Ontario Superior Court of Justice by Nenad Suzic against VIB Staffing Inc. and Valerie Sideco, with court file No. CV-20-00643582-00CP.
 - b) **Approval Hearing** means the hearing of the motion before the Ontario Court for the approval of this Settlement Agreement.
 - c) **Class or Class Members** means all supervisors, servers, waiters, bartenders identified as independent contractors who worked for VIB Staffing Inc. since the year 2010 to December 31, 2021, who have not filed a complaint with the Ministry of Labour relating to the matters in question unless it was properly withdrawn. This definition includes but is not limited to supervisors, bartenders, servers, wait-staff, event staff, and any other

individuals providing (or who provided at any point during the Class Period) event staffing services to the Defendant on an independent contractor basis during the Class Period such as coat checkers, greeters, dishwashers, kitchen helpers.

- d) ***Class Counsel*** means Monkhouse Law.
- e) ***Class Counsel Fees*** means the fees, disbursements, HST, and other applicable taxes or charges of Class Counsel.
- f) ***Class Period*** means July 1, 2010, to December 31, 2021.
- g) ***Common Issues*** means the common issues listed as Schedule “A” to this Settlement Agreement.
- h) ***Counsel for the Releasee or Defendants’ Counsel*** means McCarthy Tetrault LLP.
- i) ***Distribution Plan*** means the Distribution Plan attached to this Agreement at Schedule “B”.
- j) ***Defendants*** means VIB Staffing Inc. and Valerie Sideco.
- k) ***Effective Date*** means the date when a Final Order has been received from the Ontario Court approving the Settlement Agreement.
- l) ***Final Order*** means the final order entered by the Court in respect of the approval of this Settlement Agreement, once the time to appeal such order has expired without any appeal being taken, if a right of appeal exists, or, if an appeal from a final order is taken, once there has been affirmation of the approval of this Settlement Agreement upon a final disposition of all appeals.
- m) ***Notice Plan*** means the Notice Plan attached to this Agreement at Schedule “C”.
- n) ***Notice of Settlement Approval*** means the form of notice, agreed to by the Parties, or such other form as may be approved by the Court, which informs the Class of the approval of this Settlement Agreement, and how to make a claim.
- o) ***Ontario Court or Court*** means the Ontario Superior Court of Justice.
- p) ***Opt-Out Form*** means the opt-out form attached at Schedule “D” of this Agreement.

- q) **Party and Parties** means the Defendants, the Plaintiffs, and where necessary, the Class Members.
- r) **Plaintiff** means Nenad Suzic.
- s) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, associate, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives or assignees.
- t) **Released Claims** means any and all manner of claims, proceedings, demands, actions, suits, causes of action, whether class, individual or otherwise in nature (whether or not any Class Member has objected to the Settlement or this Release or makes a claim upon or received a payment from the Settlement Amount, whether directly, representatively, derivatively or in any other capacity), whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (including Class Counsel's fees and disbursements), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that the Releasors, or any of them, ever had, now has, or hereafter can, shall, or may ever have, on account of, or in any way related to, the misclassification and employment of Class Members, including but not limited to any past or future claims for wages, overtime pay, vacation pay, or public holiday pay, whether arising under contract, statute, or at common law.
- u) **Releasees** means the Defendants and each of their past and present parents, subsidiaries, affiliates, partners, insurers, and all other persons, partnerships, or corporations with whom any of the foregoing have been, or are now, affiliated, and each of their respective past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, and insurers, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.
- v) **Releasors** means, jointly and severally, individually and collectively, the Plaintiff and the Class Members and all of their past and present heirs, beneficiaries, executors,

administrators, trustees, servants, agents, successors, assigns, and representatives, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the heirs, beneficiaries, executors, administrators, trustees, servants, agents, successors, assigns, and representatives of the foregoing, other than Persons who validly and timely opt out or have already validly and timely opted out of the Action.

- w) **Settlement Agreement** means this settlement agreement and all appendices and schedules thereto.
 - x) **Settlement Amount** means \$105,000, all inclusive of the Plaintiff's share of the mediation fee.
 - y) **Settlement Fund** means \$102,000, as the parties agreed that the Plaintiff's share of the mediation fee will be and is included in the Settlement Amount.
 - z) **VIB** means VIB Staffing Inc.
2. This Settlement Agreement shall be null and void and of no force or effect unless the Ontario Court approves this Settlement Agreement.
 3. The Parties shall use their best efforts to affect this Settlement and to secure the prompt, complete and final dismissal with prejudice of the Action against the Defendant.
 4. The Parties agree that the Settlement applies to all possible claims covered by the Action and arising out of or relating to the misclassification and employment of Class Members with VIB during the Class Period. For greater certainty, the Class Members will forever be barred from advancing any claims that were raised or could have been raised in this Action during the Class Period, including, but not limited to, any claims for unpaid minimum wage earnings, vacation pay, public holiday pay, premium pay, overtime pay, statutory deductions, employment insurance benefits, and/or any other *ESA* entitlements directly or indirectly against VIB by way of any proceedings or procedure, whether Court-based or administrative, including, but not limited to, any complaints or proceedings with the Ministry of Labour or the Canada Revenue Agency, or under the *Employment Standards Act*, 2000, S.O. 2000, and amendments thereto or any successor legislation thereto, or by way of advancing a claim against any person or

entity who might in any manner or form claim contribution and indemnity at common law or in equity, or under provision of any statute or regulation, including the *Negligence Act* or amendments thereto, and/or any successor legislation thereto, and/or under the *Ontario Rules of Civil Procedure*.

5. For clarity, this Settlement applies to and binds all Class Members for all past and future claims that were raised or could have been raised arising out of or relating to the classification of the class members' work with VIB (i.e., whether a worker was an independent contractor or employee) at any point in time, whether during the Class Period or in the future.
6. At a time mutually agreed to by the Parties after this Settlement Agreement is executed, the Plaintiffs shall bring a motion before the Court for an order certifying the Action with the common issues attached as Schedule "A", on consent, for settlement purposes only, and for an order approving short and long-form Notices of Certification, Proposed Settlement and Approval Hearing, all of which are to be prepared by the Plaintiff.
7. As part of the motion set out in section 6, the Plaintiff will file a fresh as amended statement of claim limiting the damages claims of Class Members to the Settlement Amount.
8. The Notices of Certification, Proposed Settlement and Approval Hearing shall be disseminated to the Class in accordance with a notice protocol put forward by the Plaintiff and/or ordered by the Court.
9. As soon as practicable after the Notices of Certification, Proposed Settlement and Approval Hearing has been disseminated, the Plaintiffs shall file a motion in the Ontario Court for an order approving this Settlement Agreement.
10. The short and long-form Notices of Settlement Approval shall be prepared by the Plaintiff and shall be disseminated to the Class in accordance with a Notice Protocol approved by the Court in the Certification Order.
11. Within thirty days of the execution of this Settlement Agreement, the Defendant will pay the Settlement Amount (less any amounts owed to Michael Silver for the Plaintiff's share of the mediation fees) to Class Counsel, in trust, for the benefit of the Class, in full satisfaction of all of the Released Claims against the Releasees, including all applicable taxes and

disbursements, contingent on the issuance of the Final Order, including dismissal of the Action as of the Effective Date.

12. The Defendant shall have no obligation to pay any amount in addition to the Settlement Amount for any purpose whatsoever.
13. VIB will provide to Class Counsel, to the extent known and available, a list of Class Members, including their names, last known contact information, and the amount(s) paid out to each of them in each year such person was engaged by VIB during the Class Period. To the extent available, such information will include non-redacted information on the annual earnings of each Class Member, to the extent such information is currently available to VIB. VIB agrees to make best efforts to search its records for last-known contact information of Class Members prior to 2013. Class Counsel expressly acknowledges the sufficiency of VIB's efforts to provide such contact information even if little or none exists.
14. The Defendants will provide the information described in section 13 to Class Counsel only pursuant to orders from the Ontario Court obtained in accordance with this Settlement Agreement.
15. Class Counsel shall use the information described in section 14 solely for the purpose permitted by valid Court orders and applicable privacy laws, and not for any other purpose. Class Counsel shall maintain confidentiality over and shall not share the information with any other person, including but not limited to any lawyer, unless doing so is necessary for effecting any part of this Settlement Agreement and facilitating the claims administration process.
16. The Parties agree that, whether this Settlement Agreement is finally approved or is terminated, this Settlement Agreement, and any and all negotiations, documents, discussions, 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 constitute an admission of liability on the part of the Defendants with respect to any of the matters in issue in the Action.
17. The Defendants specifically denies that the Settlement Amount is whatsoever commensurate with the amount that would have been payable, if liability had been admitted or proven, to members of the Class on account of damages, interest and costs, or any combination thereof.

The Parties agree that the Settlement Amount exceeds the amount that would have been payable on that account if liability had been admitted or proven but is payable for the sole purpose of resolving the Action at a preliminary stage.

18. The Defendants, the Plaintiff, and Class Counsel shall have the right to terminate this Settlement Agreement, in the event that:

- (a) the Ontario Court declines to approve this Settlement Agreement or any material term or part thereof; or
- (b) the form and content of the Final Order approved by the Ontario Court fails to comply in any material respect with the terms of this Settlement Agreement.

19. The Parties agree to the following procedure for opting out of the Action:

- (a) A Class Member may opt out of the Action by sending a written notice, by email, fax, mail, or courier to Class Counsel.
- (b) An opt out notice must be received by the Class Counsel by no later than 11:59 p.m. EST on the date that is 60 (sixty) days after the date the Notices of Certification, Proposed Settlement and Fee Approval Hearing are first disseminated.
- (c) The notice of opt out shall contain:
 - (i) the full name, mailing address, and telephone number of the Class Member; and
 - (ii) a statement indicating whether the Class Member intends to bring an individual civil action against VIB alleging any or all of the Released Claims.
- (d) Class Counsel shall provide counsel for VIB the names of the persons who have delivered opt out notices and a copy of the opt out notices, by no later than 11:59 PM EST on the date that is 70 (seventy) days after the Notices of Certification, Proposed Settlement and Approval Hearing are first disseminated.

20. The Defendants shall have the option to terminate this Settlement Agreement in the event that there is more than a total of 6 (six) valid notices of opt out from Class Members that include a signed statement that the Class Member intends to bring an individual civil action against VIB alleging any or all of the Released Claims.
21. The Defendants shall exercise their option to terminate the Settlement Agreement within 7 (seven) days of the receipt of the opt-out forms from Class Counsel as outlined at paragraph 19 (d).
22. If the Settlement Agreement is terminated or otherwise fails to take effect for any reason, the Parties agree the following conditions apply:
- (a) any order certifying this action as a class proceeding or approving any aspect of this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;
 - (b) Class Counsel shall transfer the Settlement Amount to counsel for the Defendants;
 - (c) all negotiations, statements, and proceedings relating to the settlement and 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; and
 - (d) the Parties expressly do not waive but instead reserve all of their respective rights if the Ontario Court does not approve this Settlement Agreement.
23. Mr. Suzic and Class Counsel agree not to disparage the Defendants or their related or affiliated businesses. The Defendants agree not to disparage Mr. Suzic. Class Counsel agree that they will include a non-disparagement clause as a condition of any disbursement of the Settlement to a Class Member.
24. Except to the extent that disclosure to Class members is required by the Dissemination Order, this Settlement (and the fact of it) shall be kept confidential until the Dissemination of Notice is ordered by the Court. After receiving this Order, the Parties understand that Class Counsel will have to:

- (a) email those class members who have signed up to get notifications about the Action and
- (b) establish on their website publicly available information about the Settlement so that Class members can access this information and be directed to it. However, neither Party will go further to advertise the Settlement prior to the court ordered Dissemination of Notice.

25. The Parties acknowledge and agree that VIB does not currently have, and has not for at least three months had, any workers doing work who would fall within the Class. The Parties acknowledge and agree that VIB does not intend to stay in business going forward (and as such, is not and does not intend to offer any remunerative opportunities, work, hours, shifts, etc. or maintain any form of relationship whatsoever with any Class Member). However, to the extent VIB engages in the provision of event staffing services in the future, VIB agrees that any workers it hires in the future to perform such work in the same position(s) held by Class Members will be classified and treated as employees. For clarity, nothing in this paragraph is an admission of liability of VIB.

26. The Defendants agree that it will take no position on Class Counsel asking for an honorarium for Mr. Suzic up to \$6,000 (the “Honorarium”) from the Settlement Amount. If this Honorarium is not granted, such monies will revert to the Class as part of the Settlement Amount.

27. The Defendants agree that from the Settlement Amount, the Plaintiff will suggest a reasonable method of distribution of such monies to the Class (the “Distribution Plan”), with which the Defendants will only take issue if it is unreasonable. If there is disagreement on methodology, then such issue will be determined by Michael Silver as set out below.

28. The Distribution Plan, outlined at **Schedule B** of this Agreement, will set out the mechanism for determination and payment of Class Counsel Fees, subject to approval by the Court. The Defendants agree that Class Counsel’s Fees will be requested to the Court in an amount no greater than 1/3rd of the Settlement Amount plus HST and disbursements, and they agree to support such a request and not to challenge the request or make any submissions other than supporting the request to the Court.

29. Monkhouse Law will hold all funds, other than approved legal fees, in their trust account.

30. The Plaintiff agrees to the Full and Final Release contained herein this Settlement Agreement.

The Full and Final Release will be brought forward to the Court as part of the approval process.

31. The Full and Final Release:

- a) As of the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.
- b) The Plaintiff and Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally, and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.
- c) As of the Effective Date, the Releasors and Class Counsel shall not now or hereafter institute, continue, maintain, or assign, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any other person, any action, suit, cause of action, claim or demand against the Releasees in respect of any Released Claims or any matter related thereto.
- d) As of the Effective Date, the Releasors and Class Members shall not now or hereafter institute, continue, maintain or assign, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any other person, any action, suit, cause of action, claim or demand against any Person who might claim in any manner or form contribution and indemnity from the Defendants at common law, in equity or under the provisions of any statutes or regulation, including the *Employment Standards Act*, 2000, S.O. 2000, c. 41 and any successor legislation thereto, and/or the *Rules of Civil Procedure*, RRO 1990, Reg 194, in respect of any Released Claims or any matter related thereto.
- e) Upon the Effective Date, the Action shall be declared settled out of court and shall be dismissed with prejudice and without costs.
- f) Upon the Effective Date, each Class Member shall be deemed to irrevocably consent to the dismissal, without costs, with prejudice and without reservation of his or her Proceedings against the Releasees.

32. The Plaintiff and the Defendants agree not to challenge the eventual approval of the settlement of the Action by the Court.

33. Should there be any disagreement between the Parties about the terms of this Settlement, including but not limited to their intended scope, then the parties agree that that issue will be

decided by the mediator, Michael Silver, acting as arbitrator. Submissions will be maximum 3 pages per Party and done entirely in writing. In the event that Michael Silver is incapacitated for any reason, the disagreement shall be referred to another arbitrator as agreed to by both parties.

34. This Settlement may be executed in counterparts and all counterparts taken together will constitute one fully executed copy of the Settlement. The Parties agree that delivery of a faxed, photocopied or electronically scanned executed counterpart will be deemed to be a duly executed original.
35. This Settlement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
36. This Settlement constitutes the entire agreement among the Parties, and supersedes 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 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. This Settlement Agreement, including the Appendices thereto, 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 Ontario Superior Court of Justice.
37. Once the Settlement is approved by the Ontario Court and the approval order becomes a final order, this Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiff, the Defendants, Class Counsel, and McCarthy Tétrault LLP.
38. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and are fully enforceable in either original, faxed, or other electronic form provided they are duly executed.

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

[the remainder of this page is left intentionally blank]

The Parties have executed this Settlement Agreement as of the date(s) below:

04 / 15 / 2022

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____ 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:



For the Plaintiff



NENAD SUZIC



For the Defendants



VALRIE SIDECO

SCHEDULE A – PROPOSED COMMON ISSUES

Proposed Common Issues:

- 1) Did the actual circumstances of the relationship between the Defendants and the class members constitute an employer/employee relationship, such that the class members were in fact employees of the Defendants and not “independent contractors”?
- 2) If the answer to (1) is “yes”, are the Defendants liable to the class for employee benefits pursuant to the Employment Standards Act (including unpaid vacation pay and public holiday pay and overtime)?
- 3) If the answer to (1) is “yes”, what are the terms (express or implied or otherwise) of the class members’ contracts of employment with the Defendant regarding:
 - a. Regular and overtime hours of work;
 - b. Recording of the hours worked by the class members;
 - c. Breaks;
 - d. Payment of hours worked by class members; and,
 - e. Lieu time as purported compensation for overtime hours worked.
- 4) Whether the Defendant breached any of the contractual terms and if so, how. Without limiting generality of the forgoing, whether the class members are owed damages from the Defendants for:
 - a. Unpaid overtime;
 - b. Compensation below minimum wage;
 - c. Vacation pay; and,
 - d. Public holiday pay and premium pay.
- 5) Whether the Defendant has a duty (in contract or otherwise) to prevent class members from working, or a duty to not permit or encourage class members to work, overtime hours for which they were not properly compensated or for which the Defendant would not pay.
 - a. If such a duty exists, whether the Defendant breached that duty.
- 6) Whether the Defendant has a duty (in contract or otherwise) to accurately record and maintain a record of all hours worked by class members to ensure that class members were appropriately compensated for same.
 - a. If such a duty exists, whether the Defendant breached that duty.

- 7) Whether the Defendant has a duty in contract, or otherwise to implement and maintain an effective and reasonable system or procedure which ensured that the duties in Common Issues (4)(d) and 5)(a) were satisfied for all class members.
 - a. If such a duty exists, whether the Defendant breached that duty.
- 8) Whether the Defendants are liable, and must reimburse the class members, for any Canada Pension Plan or Employment Insurance Act contributions which they may have paid or are owed resulting from the failure of the Defendant to pay statutory contributions.
- 9) If liability is established, are punitive damages available?

If the answer to Common Issue (8) is yes

- 10) What is the quantum of punitive damages owed to class members or any part thereof?
- 11) If liability is established, are aggregate damages available?

If the answer to Common Issue (11) is yes:

- 12) What is the most efficient method to assess those aggregate damages? Without limiting the generality of the foregoing, can aggregate damages be assessed in whole or in part on the basis of statistical evidence, including statistical evidence based on random sampling?
- 13) What is the quantum of aggregate damages owed to class members or any part thereof?
- 14) What is appropriate method or procedure for distributing the aggregate damages award to class members?

SCHEDULE B - DISTRIBUTION PLAN

Payment of Funds

1. As outlined in the Settlement Agreement, VIB Inc. will pay a lump sum of \$102,000, (the "Settlement Fund"), to Class Counsel to be placed in the firm's trust account within thirty (30) days of the Parties signing the Settlement Agreement.
2. Class Counsel will, within fourteen (14) days of the Final Approval Order or by such date as the Court may order, pay from the Settlement fund the approved amount to Class Counsel on account of Class Counsel's fees, disbursements, and HST and, if applicable, the Honorarium for the Representative Plaintiff.
3. Class Counsel will thereafter maintain the balance of the Settlement Fund in the firm's trust account to accrue interest until such time as payments can be made to Class Members. For the purposes of calculating the amounts to be paid to Class Members from the Settlement Fund, "Net Proceeds" shall hereafter mean the portion of the Settlement Fund remaining after the payment of approved Class Counsel fees, disbursements, and the honorarium to the Representative Plaintiff, if approved.

The Claims Determination Process

Definitions

4. For the purposes of this section, the following terms will have the following meanings:
 - (a) **"Appeal Deadline"** means the date by which the Appeal form must be received by the Referee;
 - (b) **"Appeal Form"** means the template form entitled "Appeal Form as agreed between Class Counsel and the Defendants through their counsel";
 - (c) **"Claim Amount"** means the initial assignment of values for Class Members of amounts to be paid out from the Net Proceeds;
 - (d) **"Claims Form"** means the form entitled "Claims Form" appended to this Distribution Plan;

- (e) “**Main Quotient**” means the end result of the application of the formula set out below;
- (f) “**Notification Letter**” means the form entitled “Notification Letter” appended to this Distribution Plan;
- (g) “**Payment Notification Letter**” means the form entitled “Payment Notification Letter” appended to this Distribution Plan;
- (h) “**Referee**” means Mika Imai of Karimjee Law;

The Claims Form

- 5. To receive any payment, Class Members will be required to complete and return a Claims Form to Class Counsel or otherwise advise Class Counsel of the information set out in the Claims Form. Claims Forms or information set out in the Claims Forms must be received by Class Counsel within 90 days of the Notice of Certification and Settlement Approval or as determined by the Court, for the Class Member to receive compensation (“**Claims Deadline**”).
- 6. An incomplete or improperly completed Claims Form will not be grounds to deny a Class Member compensation. Class Counsel will, upon receipt of any incomplete or improperly completed Claims Form, contact the Class Member, and use good faith efforts to correct any deficiencies with the Claims Form.

Monkhouse Law’s Review

- 7. Within 60 days of the Claims Deadline, Class Counsel will consult the Claims Form, any other information and documents received by a Class Member with or apart from the Claims Form, and the Defendants will confirm the information contained therein from contracts in their possession, payroll records in their possession, and any other document relevant to determine, for each Class Member, the following:
 - (a) During what period the Class Member was engaged by VIB Inc. as an independent contractor; and
 - (b) How much the Class Member had earned for each year and in total while engaged

as an independent contractor.

8. VIB Inc. will track its efforts in coming to these conclusions in a form and manner acceptable to Class Counsel.

Notice to Class Members of a Determination

9. Within 90 days of the Claims Deadline, Class Counsel will send each Class Member who delivered a timely Claims Form or who delivered the information outlined in the Claims Form in a timely fashion an individualized Notification Letter listing, for each Class Member, setting out the Defendants' determination regarding the Class Member's total earnings and estimated settlement benefit based on the Defendant's review, as outlined above. Class Counsel will assist the Defendants as reasonably required.
10. Class Counsel will send each Class Member's Notification Letter using the mailing address, email address, supplied by the Class Member on the Claims Form or supplied by the Class Member or the Defendants in some other satisfactory manner. The Parties agree that the intention is to make best efforts to ensure that the Class Member receives the Notification Letter.
11. Class Counsel will enclose with the Notification Letter an Appeals Form, which Appeals Form will outline how the Class Member can appeal the conclusions as set out in the Notification Letter.

Appeals

12. Any Class Member dissatisfied with the contents of the Notification Letter may appeal to a Referee by email, fax or mail:
 - (a) First by submitting to Class Counsel and the Referee an Appeal Form with evidence, and Class Counsel may, upon reviewing the relevant evidence, accept the affected Class Members claimed amount; and
 - (b) if Class Counsel disagrees with the Appeal, then they will advise the Referee that adjudication is necessary.

13. To appeal, the Referee must have received the Class Member's Appeal Form and any enclosures within thirty (30) days of the date on which the Class Member received the Notification Letter. The Class Member will be deemed to have received a Notification Letter by mail five (5) business days after the Notification Letter is emailed.
14. Any Class Member who commences an appeal must pay a fee of \$50.00 to the Referee, in trust, to commence such appeal.
15. For each appeal, Class Counsel will provide the Referee and the affected Class Member with a copy of any documents it relied on to make its determination within four (4) weeks of the filing of the appeal.
16. The affected Class Member will then have two (2) weeks in which to email any submissions they may wish to make in support of their appeal.
17. The Parties will then have two (2) weeks in which to email any submissions they may wish to make, but are not required to make, in support of their initial determination in the Notification Letter.
18. Within two (2) weeks of the date on which the Parties' submissions were due, the Referee will issue a decision in the form of a fresh Notification Letter sent to the affected Class Member by email.
19. If the Class Member's appeal is successful in any way, the \$50.00 fee paid by the Class Member will be reimbursed by the Referee. If the Class Member is not successful, the Class Member will not be reimbursed the \$50.00 fee paid to the Referee.
20. If a Class Member does not appeal, they shall be deemed to have accepted the contents of the Notification Letter sent to them by Class Counsel.
21. All the Referee's fees, costs, and expenses shall be paid by Class Counsel, save and except that portion of the Referee's fees, costs, and expenses paid by each Class Member who appeals unsuccessfully.

Calculation of Payment and Payment Notification

22. Once all appeals have been resolved and the deadline for all appeals has passed, Class Counsel will calculate the amounts owing to each Class Member who submitted a Claims Form or who otherwise advised Class Counsel of the information set out in the Claims Form or information.
23. Class Counsel's calculations will follow the formulae and steps set out in the present section and will be conducted in a form and manner that will permit periodic reporting to the Defendants.
24. All figures calculated by Class Counsel will be rounded down to the nearest 1/100 (hundredths) of a decimal point.

Step 1 –Holiday Pay and Vacation Pay

25. For Class Members who worked as independent contractors and for whom the Defendants have provided records of their annual earnings, Class Counsel will assign 4% of the amount paid to the Class Members as Vacation pay.
26. For Class Members who worked as independent contractors and for whom the Defendants have provided records of their annual earnings, Class Counsel will assign 4% of the amount paid to the Class Members as Holiday pay.
27. For Class Members who worked as independent contractors and for whom the Defendants do not have records of their annual earnings, Class Counsel will assign a claim value of \$50.00. If such Class Members provided T4As outlining their annual earnings, Class Counsel will assign 8% of the amount outlined in the T4As as Vacation and Holiday pay.

Step 2 – Determining the Claim Amounts and Main Quotient

28. Class Counsel will then add up all the values assigned in Step 1 for each of the affected Class members ("**Claim Amount**").
29. If a Class Member's amount in Step 1 is less than \$50.00, it will automatically be rounded up to \$50.00.

30. Class Counsel will then add up all the Claim Amounts and divide the total by the Net Proceeds.
31. The quotient derived from this calculation will be rounded down to the nearest 1/100 (hundredths) of a decimal point (the “**Main Quotient**”).

Step 3 – Calculation of Amounts to be Paid to Class Member

32. For each Class Member, Class Counsel will determine the amounts to be paid as follows:
 - (a) (Claim Amount) x (Main Quotient) (“**Class Member Entitlement**”)
33. For greater certainty, it will be possible that Class Members receive more or less than the amount calculated in their Claim Amount than what was calculated in their Claim Amount.

Step 4 - Payment Notification Letter

34. 60 days after the appeals process is complete, Class Counsel will:
 - (a) send each Class Member an individualized Payment Notification Letter; and,
 - (b) deliver, with the individualized Payment Notification Letter, a cheque or cheques totaling the amount to be paid, unless the Class Member provided their banking information, in which case Class Counsel will deliver with the letter confirmation that the payment has been sent.

Tax Matters

35. For class members, Class Counsel will make the payments as damages and will not withhold tax on them.

No Appeal

36. Class Members cannot appeal or otherwise seek to have reviewed the final determinations and payments as outlined in the Payment Notification Letters.

Reports to the Defendants and Class Counsel's Role

37. Class Counsel will oversee the Distribution Plan and the Defendants will aid Class

Counsel, through their counsel, regarding this Distribution Plan and the claims administration process generally.

38. Class Counsel and the Defendants, through their counsel, will agree on the templates for each of the Claims Forms, Notification Letter, Appeal Form and Payment and Notification Letter.
39. Class Counsel will provide the Defendants with ongoing reports of its progress in a form acceptable to Class Counsel. Without limiting the generality of this reporting obligation, and without purporting to replace the other notices and information Class Counsel has agreed to provide elsewhere in the Settlement Agreement and in the Distribution Plan, the reports will include reports concerning the following:
 - (a) the number of Class Members who have filed a Claims Form or other information for the purposes of initiating a claim;
 - (b) details concerning Class Counsel's efforts to follow-up with Class Members and contact Class Members;
 - (c) the number of appeals filed to the Referee;
 - (d) the Net Proceeds available, with access to bank or account statements being provided if requested; and
 - (e) the application by Class Counsel of the formulae set out in this Distribution Plan.

Undeliverable and Uncashed Cheques

40. If a cheque provided to any Class Member is returned as undeliverable or due to a change of address, Class Counsel will make reasonable efforts to locate the Class Member.
41. If a cheque provided to any Class Member is uncashed after 6 months, the cheque will be considered stale.
42. If there are any Net Proceeds remaining due to stale cheques, then any remaining amount in the Net Proceeds will be paid to the Don Valley Community Legal Services, a legal aid clinic who assists with workers' rights.

Final Report

43. Within twelve (12) months of the Final Approval, Class Counsel will provide the Defendants with final report indicating the amounts paid to Class Members and the amounts that would revert to the Defendants accompanied by all relevant calculations and documents to support the distribution of the Net Proceeds.
44. Along with the report described in paragraph 43, above, Class Counsel will also deliver a cheque to Don Valley Community Legal Services all the funds left over from the distribution.

B1 – CLAIMS FORM

For Monkhouse Law's Use only	
Date Application Received (yyyy-mm-dd)	
PLEASE COMPLETE ALL OF THE FOLLOWING FIELDS:	
PART 1 – APPLICANT INFORMATION	
Please note, if you are eligible to receive compensation as part of this class action, this information will be used to issue a cheque in your name. Please ensure that the information properly <u>matches the information at your bank</u> .	
1. Last Name	
2. First Name	
3. Permanent Home Address (include street address, city/town, and province/territory)	
4. Mailing Address (if different from above)	
5. Telephone Number	
6. Alternate Telephone Number	
7. Email address	
8. If any of this information is different than what VIB Staffing Inc. would have on record, please list: (Example: name change, moved, new e-mail, etc.)	
9. Attach Blank Cheque and Completed ACH	

In signing this form, you consent to the collection, use and disclosure of the information contained herein for the purpose of executing the terms of the Settlement Agreement, including the claims process.

Applicant's Signature

Date

PART 4 – DECLARATION AND SIGNATURE

14. I DECLARE THAT:

- (i) This application form was completed by me, a legal representative authorized to submit this form on my behalf or the legal representative of a deceased person.
- (ii) The information provided in this form is true, based on my personal records, experience, and recollection. If the information described above is inaccurate, false, or misleading, I may be required to repay the compensation that I receive.

Applicant's Signature

Date

PART 5 – WHERE TO SEND YOUR CLAIM FORM

Please mail, email, or fax your completed form and any attached documents (if applicable) to the following address:

VIB Staffing Inc. Class Action

220 Bay Street, Suite 900

Toronto ON

M5J 2W4

FAX: (888) – 501 – 7235

EMAIL: vibclassaction@monkhouselaw.com

B2 – FIRST NOTIFICATION LETTER

Dear [INSERT NAME],

As part of the Class Action process, Class Counsel has reviewed your Claim Form, the information you provided, and the records provided by VIB Staffing Inc. to determine your work history. The amounts you will receive depends on your work history.

For the time you worked as an Independent Contractor, your Vacation pay was: \$_____ (A).

For the time you worked as an Independent Contractor, your Holiday Pay was: \$_____ (B).

If VIB did not have records concerning your annual earnings, or your Claim was below \$50.00, then your Claim Value is assumed to be \$50.00 (C)

The Total Value of your Claim Amount is (A+B) = \$_____

[OR]

C = \$50.00

Please Note: these figures are starting points, the amount you will actually paid will be more or less than these numbers depending on the number of Class Members who apply and their relative Claim Value to your own.

If you disagree with the above assessment, you may appeal Class Counsel's assessment.

Details on the appeal process are included below.

How will my payment amount be calculated?

The amount each Class Member will receive will depend on a few factors. These factors include:

- (1) The number of Class Members that apply for payment;
- (2) Whether VIB has records of your annual earnings; and
- (3) The amount of work you did for VIB Staffing Inc. and the amount of wages you earned.

The monies are being distributed as follows in relation to work performed as an independent contractor:

- (1) Vacation Pay will be distributed at 4% of total wages, or \$25.00 if VIB has no records of your annual earnings and you did not provide T4As outlining your earnings from VIB;
- (2) Holiday pay will be distributed at 4% of total wages, or \$25.00 if VIB has no records of your annual earnings and you did not provide T4As outlining your earnings from VIB.

All of these figures are **starting points**: the amount you will actually paid could be less than these numbers depending on the number of Class Members who make a claim on the Settlement and their relative share of the Net Proceeds. Your Class Member entitlement will be the Claim Amount multiplied by the Main Quotient, where the Main Quotient is determined as the sum of all Claim Amounts of all the Class Members who submitted a Claim and divided by the Net Proceeds.

Net Proceeds

The "Net Proceeds" is the main fund from which Class Members will be paid. As of [DATE], there was \$[AMOUNT] in the Settlement Fund.

Class Counsel will add up all of the assessment amounts. If the amount is greater than Net Proceeds, everyone's actual amount paid will be less than stipulated above, proportionate to each assessment. For example, if the total settlement were \$10,000 and the only claimants, Person A and Person B, both had claims of \$6,000 they would each receive \$5,000 from the Settlement Fund.

I disagree with Class Counsel's assessment. How do I appeal?

If you disagree with Class Counsel's assessment of the amount you worked and wages you earned, you must submit the attached Appeal Form within 30 days of the date you received this Notification Letter. There is a \$50 fee to appeal. Please enclose the appeal fee of \$50 payable to "**Mika Imai**" with your Appeal Form.

Please mail or email your completed Appeal Form to:

VIB Staffing Inc. Class Action
220 Bay Street, Suite 900
Toronto, ON
M5J 2W4
Attention: Class Action Team

All appeals will be decided by a neutral referee.

The first stage of the appeal will be a re-assessment by Class Counsel based on the documents

If you appeal Class Counsel's assessment, within 4 weeks of the filing of your appeal, Class Counsel will provide you and the neutral referee with a copy of any documentation it used to make the determination. You will then have 2 weeks to make any additional submissions. Class Counsel will then have an additional 2 weeks to respond to your submissions.

The Referee will make a final determination within two weeks of receiving all relevant submissions and documents. You will receive a revised Notification Letter by email.

If your appeal is successful, your \$50 appeal fee will be paid back to you. If your appeal is rejected, you will lose the \$50 appeal fee.

If you do not submit an Appeal Form, Class Counsel will issue a payment based on the data set out on the first page.

B3 – APPEAL FORM

PART 1 – APPLICANT INFORMATION	
1. Last Name	
2. First Name	
3. Permanent Home Address of Applicant (include street address, city/town, province/territory, and postal code)	
4. Mailing Address of Applicant (if different from Permanent Home Address)	
5. Telephone Number of Applicant	
6. Alternate Telephone Number of Applicant	
7. Email Address of Applicant	
PART 2 – ESTATE INFORMATION - <i>For persons administering the estate of a client, please complete this form on behalf of the estate.</i>	
<p><i>Check the box below and complete Part 3 with the information of the Deceased Person</i></p> <p><input style="vertical-align: middle;" type="checkbox"/> I am seeking a review on behalf of a deceased client and am an administrator or executor duly authorized to file this claim.</p> <p>Name of Legal Representative: _____</p> <p>Telephone Number () _____ - _____</p>	
PART 3 – REQUEST FOR REVIEW OF DECISION REGARDING WORK COMPLETED OR ENTITLEMENT – <i>Please Attach a Copy of your First Notification Letter</i>	
8. Date of First Notification Letter (dd/mm/yyyy)	
<div style="display: flex; align-items: center;"> <input style="margin-right: 10px;" type="checkbox"/> I have attached a copy of the First Notification Letter </div>	
<p>9. On a separate page, please set out the reasons you are seeking an appeal of the assessment set out in your Notification Letter (the “Assessment”). The reasons can include your position, your hourly rate, your length of tenure with VIB, and/or your total annual earnings. To be successful in your appeal, you need to explain why Class Counsel was wrong in their assessment and provide any evidence you may have,</p>	

PART 4 – PRIVACY STATEMENT AND CONSENT

The information you provided is collected in accordance with the *Personal Information Protection and Electronic Documents Act*. Your personal information will be administered in accordance with the requirements of the *Personal Information Protection and Electronic Documents Act*.

I consent to the collection, use and disclosure of the information contained in this form for the purposes of administering the VIB Staffing Inc. Class Action, namely, to determine the amount of any payment, and for purposes as may be required by the Court.

Applicant's or Legal Representative's Signature

_____/_____/_____
Date (dd/mm/yyyy)

PART 5 – DECLARATION AND SIGNATURE

10. I DECLARE THAT:

1. This application form was completed by me, the applicant, or the legal representative of a deceased person.
2. The information provided in this form is true, based on my personal records, experience, and knowledge
3. If the information described above or attached is false or misleading, I may be required to repay any compensation I that I receive.

Applicant's or Legal Representative's Signature

_____/_____/_____
Date (dd/mm/yyyy)

PART 6 – INSTRUCTIONS AND FEE

This form should be submitted to:

VIB Staffing Inc. Class Action
220 Bay Street, Suite 900
Toronto, ON
M5J 2W4
Attention: Class Action Team

Please also mail a cheque of \$50 payable to **Mika Imai** as the fee to appeal. This payment will be returned to you if, upon review of this Appeal Form and your supporting documentation:

- (i) Class Counsel agree with your objection and issue a Notice of Re-Assessment revising your settlement entitlement in accordance with the information set out herein; or

(ii) your appeal is referred to the Referee and the Referee decides the appeal in your favour.

If your appeal is referred to a referee, a file containing the documents relevant to the Assessment will be emailed to the Referee. If you have any questions about the process, please contact Class Counsel here:

VIB Staffing Inc. Class Action

vibclassaction@monkhouselaw.com

220 Bay Street, Suite 900, Toronto, ON, M5J 2W4

B4– PAYMENT NOTIFICATION LETTER

Dear [Insert Name],

Class Counsel has completed their calculation of the amounts owed to you under the Settlement Agreement using the formulas set out in the Court-approved Distribution Plan, attached as **Schedule “B”** to the Settlement Agreement. These formulas were previously explained in notices you should have received in connection with this Settlement and can be accessed on Class Counsel’s website, listed below.

We found that there your Claim Amount was _____ and the Main Quotient was _____.

The total amount available for Distribution to all Class Members was **\$[insert Net Proceeds]**.

The amount allocated for payment to you, individually, is **\$[insert amount]**.

The Bank Transfer has been made to the banking information you have provided. If you have not provided banking information, please find enclosed a cheque in this amount in your name. You should deposit or cash it without delay, as the cheque will go stale in approximately six months. If you do not cash it within six months, the amount will be paid out in on a pro-rata basis to the other Class Members who have submitted claims, and – in the event each Class Member recovers their full claim amount – then any amounts remaining in the Net Proceeds will be paid to Don Valley Community Legal Services.

Please note:

Class Counsel have not withheld any amount with respect to taxes, EI premiums or CPP premiums that might apply to this payment. The amounts are paid as damages according to the Court Order.

If any amounts are owed to the Canada Revenue Agency (“CRA”) because of this payment, you are responsible for making those payments to the CRA. For tax-related inquiries you can call the Individual Tax Inquiries Line of the CRA at **1-800-959-8281**.

If you require any further details as to how we calculated your individual amount owing to you, please contact:

VIB Staffing Inc. Class Action
220 Bay Street, Suite 900
Toronto ON
M5J 2W4
FAX: (888) – 501 – 7235
EMAIL: vibclassaction@monkhouselaw.com

For more information on the Class Action and the settlement, including the Court- approved formulas and claims process, please visit Class Counsel's website: <https://www.monkhouselaw.com/vib-event-staffing-inc-class-action/>

SCHEDULE C - NOTICE PLAN

1. All Capitalized Terms in this Distribution and Notice Plan are taken from the Settlement Agreement or are defined below.
2. All costs associated with giving notice to Class Members will be borne by Class Counsel, and they will assume the cost of posting notices on its website and sending emails to those on contact lists, their own and those provided by the Defendants.

Identification of Class Members

3. VIB Staffing Inc., with input from Class Counsel, completed an extensive review of its emails, invoices, rosters, and contracts with Class Members to compile a list of last known contact information, including last known physical addresses, phone numbers, and email addresses.

Communications with Class Members

4. All the Defendants' and Class Counsel's communications with Class Members will be sent to the Class Members' most recent email address as set out in the Class Member List.
5. Any emails from Class Counsel to the Class will be sent from an email address associated with the Class Action (vibstaffingclassaction@monkhouselaw.com) and the Notification Letters and Payment Notification Letters will be sent on Class Counsel's letterhead.

Notice of Settlement Approval and Certification Hearing

6. Within five (5) days of receiving the Class Member List from the Defendants, Class Counsel shall send the short-form Notice of Certification and Settlement Approval Hearing, attached as a **Schedule "A"** to the First Order (the "**Short-Form Notice of Certification and Settlement Approval Hearing**"), to each Class Member by email to the individual's last known email address, as set out in the Class Member List.
7. Within five (5) days of the First Order having been issued by the Court, Class Counsel shall post a copy of the Short-Form Notice of Certification and Settlement Approval Hearing and a copy of the long-form Notice of Certification and Settlement Approval Hearing, attached as **Schedule "B"** to the First Order (the "**Long-Form Notice of Certification and Settlement Approval Hearing**"), on Class Counsel's website, at <https://www.monkhouselaw.com/vib-event-staffing-inc-class-action/>
8. Class Counsel will send the Short-Form Notice of Certification and Settlement Approval Hearing to all Class Members who contacted Class Counsel about the proceeding using the contact information provided by the Class Member.

Notice of Settlement Approval

9. Within ten (10) days of the Settlement Approval Order being granted by the Court, the Defendants shall send the short-form Notice of Settlement Approval, attached as **Schedule "A"** to the Settlement Approval Order (the "**Short-Form Notice of Settlement Approval**"), to each Class Member by email to the individual's last known email address, as set out in the Class Member List.

10. Within five (5) days of the Settlement Approval Order having been issued by the Court, Class Counsel shall post a copy of the Short-Form Notice of Settlement Approval and a copy of the long-form Notice of Settlement Approval, attached as **Schedule “B”** to the Settlement Approval Order (the “**Long-Form Notice of Settlement Approval**”), on Class Counsel’s website, at <https://www.monkouselaw.com/vib-event-staffing-inc-class-action/>
11. Class Counsel will send the Short-Form Notice of Settlement Approval to all Class Members who contacted Class Counsel about the proceeding using the contact information provided by the Class Member.
12. Within 20 day the Defendants shall confirm to Class Counsel that the Notice has been sent.

Opt-Out Process

13. As set out in the Settlement Agreement, Class Members may opt out of the Class Action by delivering to Class Counsel a completed Opt-Out Form in the form attached as **Schedule D** of the Settlement Agreement.
14. Class Members are to deliver the completed Opt-Out Forms to Class Counsel by mail, fax, or email at the following address, by no later than 5:00 p.m. on the Opt-Out Deadline:

VIB Event Staffing Inc.
c/o Monkhouse Law, 220 Bay Street, Suite 900,
Toronto, Ontario, M5J 2W4
Email: vibclassaction@monkouselaw.com

15. Within 14 days after the Opt-Out Deadline, Class Counsel will report to the Defendants, by affidavit, the names and addresses of any Class Members who have opted out of the Action. Class Counsel shall also provide the Defendants with copies of the Opt-Out Forms submitted by these Class Members.

SCHEDULE D – OPT OUT NOTICE/FORM

This is **NOT** a Claim Form.

This is an **OPT OUT** Form. Class Members who wish to pursue their own action or who do not want to be bound by the outcome of this Class Action **MUST OPT OUT** of the Class Action and must do so by **COMPLETING** and **SUBMITTING** this Opt-Out Form by the Deadline of: **JULY 11th, 2022.**

SUBMIT: VIB Class Action – Class Counsel: Monkhouse Law

220 Bay Street, Suite 900, Toronto, ON, M5J 2W4

vibstaffingclassaction@monkhouselaw.com

PLEASE READ AND ACKNOWLEDGE EACH STATEMENT BY ☒ THE BOX:

To opt out, this form must be properly completed and received at the above-noted address or post marked no later than [insert date of Opt-Out Deadline]

- ☐ I acknowledge that I am opting out and I am confirming that I do not wish to participate in the VIB Staffing Class Action, including any benefits or payments arising from a decision or settlement.
- ☐ I acknowledge that Class Members who wish to pursue their own actions, or who do not want to be bound by the outcome of this Class Action must Opt Out.
- ☐ I acknowledge that if I wish to pursue my own claims against the Defendants relating to any claims for uncompensated overtime pay, vacation pay, holiday pay, and damages resulting from unpaid Canada Pension Plan and Employment Insurance payments the matters at issue in this Class Action, I should seek independent legal advice, which will be at my own expense.
- ☐ I acknowledge that my own claim may be legally barred if not brought within a specific time period, and that the period will resume counting against me if I opt out of the Class Action. By opting out, I take full responsibility of any relevant time periods and for taking all necessary legal steps to protect my claim.

- ☐ Check this Box and sign your initials **IF YOU INTEND TO BRING YOUR OWN CLAIM AGAINST THE DEFENDANTS** for claims arising from the same or similar facts as outlined above.

Initials

I certify that the Defendant has not put pressure on me to opt out of this Class Action.

Dated: _____

Please SIGN BELOW:

Witness Signature

Signature

Witness Name

Print Name

☐ Copy of Government Issued ID enclosed

This Notice must be delivered, or post marked by [Opt-out Date] enclosed with a copy of Government Issued Identification to be effective.

REPRESENTATIVE IDENTIFICATION (IF APPLICABLE)

Please also complete this portion if you are completing this form on behalf of a Class Member as their representative

Representative Name (Last, First): _____

Relationship to Class Member: _____

Email address: _____

Phone: _____

Street Address: _____

City, Province, Postal Code: _____

Mailing Address (if different from above): _____

City, Province, Postal Code: _____

If Class Member is Deceased or Disabled:

Name of Estate Administrator or Guardian of Property: _____

Signature of Estate Administrator or Guardian of Property: _____

If the class member is deceased or disabled, you must enclose a copy of the document appointing you as guardian of property or estate administrator.

Monkhouse Law will collect, use and/or disclose this form and any enclosures, data, information, reports, material or other documentation of any nature which are disclosed, revealed or transmitted to them with this form solely for the purpose of disclosing the objection or submission to the Ontario Superior Court and to the Defendants pursuant to the terms of the Parties' Settlement Agreement. The use and disclosure of any personal information received by Monkhouse Law and the Defendants is subject to all applicable laws that may require the retention or disclosure of the personal information disclosed, including the *Personal Information Protection and Electronic Documents Act*.

Appendix 2

LEGAL NOTICE

**WERE YOU A SUPERVISOR, SERVER, BARTENDER, ETC. WORKING FOR
VIB EVENT STAFFING INC. BETWEEN JANUARY 1, 2010, AND
DECEMBER 31, 2021?**

THIS NOTICE IMPACTS YOUR LEGAL RIGHTS

You are receiving this notice because you have been identified as a potential class member in the VIB Event Staffing Inc. Class Action, described below.

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

1. What is this lawsuit about?

A representative plaintiff, Nenad Suzic (the “**Plaintiff**”), commenced a proposed class proceeding against VIB Event Staffing Inc. (the “**Corporate Defendant**”), and Valerie Sideco (collectively with the Corporate Defendant, the “**Defendants**”). This action was certified as a class proceeding on June 28th, 2022.

In this proposed class action, the Plaintiff is seeking damages on behalf of all supervisors, servers, bartenders, etc., who worked in Ontario the Corporate Defendant between January 1, 2020, and December 31, 2021, for allegedly unpaid wages, overtime pay, vacation pay, public holiday pay, Canada Pension Plan contributions and Employment Insurance contributions. The Defendants have denied all these allegations. Monkhouse Law represents the proposed class (“**Class Counsel**”).

2. Why is this notice being given?

The parties to this class action have reached a settlement (the “**Settlement**”) to resolve all claims in connection with any conduct alleged, or which could have been alleged, in this action. The Settlement is a compromise of disputed claims against the Defendants without any admission of liability by the Defendants. The Settlement was approved by the Honourable Justice Akbarali on June 28th, 2022.

The purpose of this document is to provide notice of the approval of the Settlement and Class Counsel’s fees, and to advise you how to make a claim for compensation pursuant to the Settlement.

3. Am I a member of the Class?

You are a proposed class member and are entitled to participate in the settlement by submitting a claims form if you fall within the following definition:

All supervisors, servers, waiters, bartenders identified as independent contractors who worked for VIB Staffing Inc. since the year 2010 to December 31, 2021, who have not filed a complaint with the Ministry of Labour relating to the matters in question unless it was properly withdrawn. This definition includes but is not limited to supervisors, bartenders, servers, wait-staff, event staff, and any other individuals providing (or who provided at any point during the Class Period) event staffing services to the Defendant on an independent contractor basis during the Class Period such as coat checkers, greeters, dishwashers, kitchen helpers. (“**Class Members**”)

4. What settlement has been reached and how can I claim compensation?

Under the Settlement, the Defendants shall pay an all-inclusive amount of \$105,000, inclusive of legal fees, disbursements, taxes, and/or settlement administration costs (the “**Settlement Amount**”). In exchange for the Settlement Amount, among other things, a full and final release of the claims against the Defendants shall be granted. The Settlement Amount shall be reduced by Class Counsel’s fees, HST, disbursements, and an honorarium of \$4,000 for the Representative Plaintiff. A \$3,000 disbursement for the Plaintiff’s mediation fees will also be paid from the Settlement Amount. The remaining amount shall be available to be distributed in accordance with the Distribution Plan in the Settlement, including a distribution to eligible class members, is \$47,546.00.

To be eligible to receive a payment under the Settlement, you must complete a Claims Form and return it to the Defendants by OCTOBER 3rd, 2022

Claims Forms can be submitted to the Class Counsel either by email or mail at the following:

VIB Staffing Inc. Class Action
220 Bay Street, Suite 900
Toronto ON
M5J 2W4
FAX: (888) – 501 – 7235
EMAIL: vibclassaction@monkhouselaw.com

For a copy of the Claims Form and information on how to complete and submit it, or for more general information, please visit the following web page:

<https://www.monkhouselaw.com/vib-event-staffing-inc-class-action/>

SHORT FORM NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL

5. How much will Class Counsel be paid?

You will not have to pay any of the fees and expenses of Class Counsel. The Court has approved a contingency fee agreement and has fixed Class Counsel fees and disbursements in the amount of \$50,454.50. This amount is comprised of \$34,650.00 for legal fees, \$4,504.50 for HST applicable to legal fees and \$11,300.00 for disbursements inclusive of HST.

6. Can I remove myself from the Class?

As a class member, you also have the right to opt out of the class action. By opting out, you reserve the right to make your own claim against the Defendants, including for any allegedly unpaid wages, overtime pay, vacation pay, public holiday pay, Canada Pension Plan contributions and Employment Insurance contributions. The decision to opt out should not be taken lightly, as it means that you would have to start your own claim at your own expense if you wanted to pursue an individual claim against the Defendants. You may want to seek independent legal advice before choosing to take this step.

For more information on opting out, please visit the webpage listed in section 4, above.

7. Where can I get more information?

You may also contact the lawyers representing the Class Members and the representative plaintiff by calling 416-907-9249 or by emailing at vibclassaction@monkhouselaw.com.

The Ontario Superior Court of Justice has authorized distribution of this Notice.

Appendix 3

LEGAL NOTICE

**WERE YOU A SUPERVISOR, SERVER, BARTENDER, ETC. WORKING FOR
VIB EVENT STAFFING INC. BETWEEN JANUARY 1, 2010, AND
DECEMBER 31, 2021?**

THIS NOTICE IMPACTS YOUR LEGAL RIGHTS

The Court has approved a settlement reached on behalf of current and former supervisors, servers, and bartenders. Please read this notice carefully.

Notice of Class Action Settlement

The Ontario Superior Court of Justice has recently certified and approved a settlement (the “**Settlement**”) in a class action against VIB Event Staffing Inc. (the “**Corporate Defendant**”) and Valerie Sideco (collectively, the “**Defendants**”).

You are receiving this notice because you may be entitled to a payment under the Settlement. The Settlement is a compromise of disputed claims against the Defendants without any admission of liability by the Defendants and will resolve all claims in connection with any conduct alleged, or which could have been alleged, in this action.

Please read this notice carefully for details.

This notice also describes how to opt-out of the class action, should you wish to do so.

The Ontario Superior Court of Justice authorized the distribution of this notice. This is not a solicitation from a lawyer.

What is the Class Action about?

In this proposed class action, Nenad Suzic (the “**Plaintiff**”) is seeking damages on behalf of all supervisors, servers, bartenders, etc., who worked in Ontario the Corporate Defendant between January 1, 2020, and December 31, 2021, for allegedly unpaid wages, overtime pay, vacation pay, public holiday pay, Canada Pension Plan contributions and Employment Insurance contributions. The Defendants have denied all these allegations. Monkhouse Law represents the proposed class (“**Class Counsel**”).

Among other things, the Plaintiff alleges that the Defendants misclassified the above workers as independent contractors when, at law, they were employees and were therefore entitled to receive certain employment benefit payments, such as overtime pay, vacation pay, public holiday pay, Canada Pension Plan contributions and

LONG FORM NOTICE OF CERTIFICATION, AND SETTLEMENT APPROVAL

Employment Insurance contributions.

The Plaintiff is seeking compensatory damages for allegedly unpaid wages, overtime pay, vacation pay, public holiday pay, Canada Pension Plan contributions and Employment Insurance contributions, as well as for punitive damages. This action was certified as a class proceeding on June 28th, 2022. Monkhouse Law represents the class as Class Counsel.

The Defendants have denied all the allegations made against them in this proceeding.

Am I Eligible?

You are a Class Member and are entitled to participate in the proceeding if you fall within the following definition:

All supervisors, servers, waiters, bartenders identified as independent contractors who worked for VIB Staffing Inc. since the year 2010 to December 31, 2021, who have not filed a complaint with the Ministry of Labour relating to the matters in question unless it was properly withdrawn. This definition includes but is not limited to supervisors, bartenders, servers, wait-staff, event staff, and any other individuals providing (or who provided at any point during the Class Period) event staffing services to the Defendant on an independent contractor basis during the Class Period such as coat checkers, greeters, dishwashers, kitchen helpers. (“**Class Members**”)

Estates of Class Members may also be eligible for compensation under the Settlement.

All Class Members (except those who validly "opt out" of this class action, as described below) will be bound by the terms of the Settlement and will be covered by the releases in the Settlement. As a result, they will automatically release, and will not be able to pursue, any claims they may have against the Defendants relating to any conduct alleged, or which could have been alleged, in this class action, relating to misclassification and employment.

What Does the Settlement Provide?

The Settlement provides that:

- To receive payment, Class Members **must** fill out a claims form that details, to the best of their abilities, the dates which they worked for the Corporate Defendant, their current contact information, and any T4s/T4As they have in their possession.
- Class Counsel will receive these claims forms and will review the records of the Defendants to corroborate the information contained therein.

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- Class Counsel will send a notification letter to each Class Member and explain what they have concluded regarding the Class Member's work history, and the value of their claim.
- If a Class Member disagrees with the Class Counsel's assessment, they can file an appeal with a designated referee.
- Once all appeals are resolved, the Defendants will calculate the estimated amount each Putative Class Member is entitled to receive under the settlement using a pre-determined formula.

Under the Settlement, the Defendants shall pay an all-inclusive amount of \$105,000, inclusive of legal fees, disbursements, taxes, and/or settlement administration costs (the "**Settlement Amount**"). In exchange for the Settlement Amount, among other things, a full and final release of the claims against the Defendants shall be granted. The Settlement Amount shall be reduced by Class Counsel's fees, HST, disbursements, and an honorarium of \$4,000 for the Representative Plaintiff. A \$3,000 disbursement for the Plaintiff's mediation fees will also be paid from the Settlement Amount. The remaining amount shall be available to be distributed in accordance with the Distribution Plan in the Settlement, including a distribution to eligible class members, is \$47,546.00.

You will not have to pay any of the fees and expenses of Class Counsel. The Court has approved a contingency fee agreement and has fixed Class Counsel fees and disbursements in the amount of \$50,454.50. This amount is comprised of \$34,650.00 for legal fees, \$4,504.50 for HST applicable to legal fees and \$11,300.00 for disbursements inclusive of HST.

Full details of the settlement are available in the formal settlement agreement found at: <https://www.monkouselaw.com/vib-event-staffing-inc-class-action/>

How Much Money Will I Get?

The amount each class member will receive will depend on several factors. These factors include:

- (1) The number of class members that apply for payment; and
- (2) The amount earned while working for the Corporate Defendant.

The Defendants have provided Class Counsel with their records to confirm the amounts earned by class members. These figures will be applied to a pre-determined formula to calculate what share of the settlement amount each Class Member will receive.

Settlement funds will generally be distributed as follows in relation to work performed

LONG FORM NOTICE OF CERTIFICATION, AND SETTLEMENT APPROVAL

during the Class Period:

- (1) Class Member will be assigned a value of 4% of total wages for vacation pay, or \$25.00 if VIB has no records of your annual earnings; and
- (2) Class Member will be assigned a value of 4% of total wages for vacation pay or \$25.00 if VIB has no records of your annual earnings;

All the above figures are **estimates only**; the total payment you receive will be dependent on the number of class members who apply for compensation under the Settlement Agreement.

Importantly, the entirety of the settlement is for a fixed amount, meaning that the Defendants and Class Counsel do not “save” money by denying claims.

If you want to see the formulae being applied in detail, you will have to read the formal Settlement Agreement found at <https://www.monkouselaw.com/vib-event-staffing-inc-class-action/>.

Please note that tax withholdings will **not** be made on these amounts. Class members who receive any monies paid pursuant to contracts for services continue to be responsible for making any necessary remittances to the Canada Revenue Agency.

How do receive a Settlement Payment?

To be eligible to receive a payment under the Settlement, you must complete a Claims Form and return it to Class Counsel by OCTOBER 3rd, 2022.

If you do not submit a complete and valid Claims Form by this deadline, you may be ineligible to receive a payment under the Settlement. Claims Forms filed on behalf of the estate of a class member must be submitted by the executor or administrator of the estate. Claims Forms must be submitted to the Class Counsel either by email or mail at the following:

VIB Staffing Inc. Class Action
220 Bay Street, Suite 900
Toronto ON
M5J 2W4
FAX: (888) – 501 – 7235
EMAIL: vibclassaction@monkouselaw.com

A copy of the Claims Form is attached to this notice. Copies are also available at <https://www.monkouselaw.com/vib-event-staffing-inc-class-action/>.

If you choose to opt out of the class action, as described below, you will not be eligible for any compensation under the Settlement.

What If I Do Not Want to Be Bound by the Settlement?

As a class member, you also have the right to opt out of the class action. By opting out, you reserve the right to make your own claim against the Defendants, including for any allegedly unpaid wages, overtime pay, vacation pay, public holiday pay, Canada Pension Plan contributions and Employment Insurance contributions. The decision to opt out should not be taken lightly, as it means that you would have to start your own claim at your own expense if you wanted to pursue an individual claim against the Defendants. You must also abide by any applicable limitation periods. We strongly recommend you consult a lawyer before making the decision to opt out.

If you wish to opt-out of this class action, you must submit a complete and valid Opt-Out Form to Class Counsel by email, mail, or fax no later than **OCTOBER 3rd, 2022**, at the following:

VIB Staffing Inc. Class Action
220 Bay Street, Suite 900
Toronto ON
M5J 2W4
FAX: (888) – 501 – 7235
EMAIL: vibclassaction@monkhouselaw.com

An Opt-Out Form will only be valid if it contains the following:

1. Your full name, mailing address, and telephone number;
2. A statement indicating whether you intend to bring an individual civil action against VIB alleging any or all the Released Claims.
3. A copy of your government issued photo identification.

If you opt out of this class action, you will not be entitled to any compensation under the class action settlement.

A copy of the Opt-Out Form is available at <https://www.monkhouselaw.com/vib-event-staffing-inc-class-action/>

Want More Information?

Visit, call, or email Class Counsel at:

Website: <https://www.monkhouselaw.com/vib-event-staffing-inc-class-action/>

Email: vibclassaction@monkhouselaw.com

Telephone: 416-907-9249

The Ontario Superior Court of Justice has authorized distribution of this Notice.

Appendix 4

Mika Imai

Mika has practiced in the areas of employment, labour, professional discipline, and administrative law since 2015. Mika also has an active human rights practice and was co-counsel on two notable cases:

- *AB v Ontario – a challenge to the Minister of Education’s decision to re-institute the 1998 sex-ed curriculum; and*
- *Ferguson v Ontario – a challenge to the Minister of Government and Consumer Services’ refusal to provide the option of choosing Male, Female or Non-binary on Ontario birth certificates*

Mika’s has previously been appointed to serve as a referee, including in *Aps v Flight Centre Travel Group*, 2020 ONSC 6779.

Mika received her law degree from Osgoode Hall Law School, where she was awarded the Dean’s Gold Key Award for outstanding contribution to the life of the law school. While at Osgoode, Mika participated in the intensive program in Poverty Law at Parkdale Community Legal Services in the Workers’ Rights Division. She continues to support the work of the clinic.

Mika completed a Bachelor of Arts degree in International Development Studies from Trent University.