

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
 )  
JUSTICE BELOBABA )  
 )

FEBRUARY 2, 2023

B E T W E E N:

**TARRIE ALGERNON PHILLIP**

Plaintiff

– and –

**DELOITTE MANAGEMENT SERVICES LP  
and DELOITTE & TOUCHE LLP**

Defendants

*Proceeding under the Class Proceedings Act, 1992*

**ORDER  
(DISSEMINATION OF NOTICE OF HEARING)**

**THIS MOTION** made by the Plaintiff for an Order approving the Notice of Hearing for the Motion for Settlement Approval, Distribution Protocol Approval and Fee Approval and the method of dissemination of said notice was heard this day by in writing at Toronto.

**WHEREAS** the Plaintiff and the Defendants have entered into a settlement agreement on January 24, 2023;

**UPON READING** the materials filed, including the settlement agreement between the plaintiff and the defendants dated as of January 24, 2023, attached to this order as Schedule “A” (the “Settlement Agreement”);

**AND ON BEING ADVISED** that the Plaintiff and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that for the purposes of this order, except to the extent they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;
2. **THIS COURT ORDERS** that Class Counsel shall send the Short-Form Notice to each Class Member at the email address set out in the Class Member List provided by the Defendants;
3. **THIS COURT ORDERS** that within five (5) days of the issuance of this Order, Class Counsel shall post a copy of the Short-Form Notice and a copy of the Long-Form Notice on Class Counsel's website, at <https://www.monkouselaw.com/deloitte-document-reviewer-class-action/>; and
4. **THIS COURT ORDERS** that Class Counsel will send the Short-Form Notice to all Class Members who contacted Class Counsel about the proceeding using the contact information provided by the Class Member.
5. **THIS COURT ORDERS** that pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, (as amended) and any related or other privacy requirements, including any provincial personal information or privacy legislation, disclosure and use of the aforesaid personal information (i.e. the names and last known contact information of the Class Members) is hereby allowed, approved, permitted and directed for the purpose of providing Notice to the Class and, may be provided by the parties to an administrator or other non-party for the purpose of providing the Notice to the Class Members.

Signed: *Justice Edward Belobaba*

# **SCHEDULE A**

**SETTLEMENT AGREEMENT**

Made as of January 24, 2023

Between

**TARRIE ALGERNON PHILLIP**

**Plaintiff**

and

**DELOITTE MANAGEMENT SERVICES LP  
and DELOITTE & TOUCHE LLP**

**Defendants**

Proceeding under the *Class Proceedings Act, 1992*

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## SETTLEMENT AGREEMENT

- A. **WHEREAS**, on March 9, 2015, the first proposed representative plaintiff Shireen Sondhi commenced a proposed class action against Deloitte Management Services LP and Deloitte & Touche LLP (the “**Defendants**”) seeking to represent individuals who performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement in a claim alleging among other things, that the document reviewers should, in law, have been classified as employees of the Defendants and not as independent contractors and that the document reviewers were thus entitled to employment benefits under the Ontario *Employment Standards Act, 2000*, S.O. 2000, c. 41, as well as, relief in respect of employer and employee-side Canada Pension Plan and Employment Insurance contributions (the “**Class Action**”);
- B. **WHEREAS** the law firm Monkhouse Law Employment Lawyers was retained to pursue the Class Action (“**Class Counsel**”);
- C. **WHEREAS**, on April 13, 2017, Justice Belobaba refused to approve Ms. Sondhi as representative plaintiff and adjourned the certification motion pending a new individual being proposed to act as representative plaintiff;
- D. **WHEREAS**, on January 5, 2018, the certification motion resumed with Tarrie Phillip acting as the new proposed representative plaintiff (the “**Plaintiff**”) and the Class Action was certified by Justice Perell on January 16, 2018;
- E. **WHEREAS** the certified class period is January 16, 2014 to January 16, 2018 (the “**Class Period**”);
- F. **WHEREAS** the Defendants deny the allegations in the Class Action;
- G. **WHEREAS** the Canada Revenue Agency (the “**CRA**”) issued a ruling to Procom Consultants Group Ltd. (“**Procom**”) on June 8, 2016 (the “**Ruling**”) regarding an individual performing document review or e-discovery services confirming that the services performed for the Defendants, which were administered for payroll purposes by Procom, were not pensionable or insurable, and in a further letter from the CRA to Procom dated July 5, 2016 the CRA confirmed that the Ruling could be applied to other individuals working under the same independent contractor agreement and under the same terms and conditions of employment;

H. **WHEREAS** the Parties engaged in extensive documentary discovery in accordance with Orders of Justice Belobaba, including the Defendants producing 7,430 documents;

I. **WHEREAS**, on December 7, 2020, the Plaintiff brought a summary judgment motion and a motion to extend the Class Period, which were scheduled to be heard on February 15-17, 2023;

J. **WHEREAS** the Parties exchanged motion records, including 32 affidavits from class members and managerial employees of the Defendants;

K. **WHEREAS** the Parties conducted 22 cross-examinations of each other's witness affiants;

L. **WHEREAS** the Parties engaged in a two (2) day mediation with Joel Wiesenfeld on October 6, 2022 and October 7, 2022, where the Parties reached an agreement to resolve the Class Action and entered into Minutes of Settlement;

**NOW THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, subject to the approval of the Ontario Superior Court of Justice (**the "Court"**), the Class Action is settled on the following terms and conditions:

## 1. DEFINITIONS

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

a) **Administration Expenses** means all fees, disbursements (including disbursements to experts for advising on and/or implementing this Settlement Agreement and the Distribution Protocol), expenses, costs, taxes and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of the Distribution Protocol, notices and translation costs of the notices. The Defendants shall not have any responsibility for any of the Administration Expenses.

b) **Approval Hearing** means the hearing of the motion before the Court for the approval of this Settlement Agreement.

c) **Deloitte** means Deloitte Management Services LP and Deloitte & Touche LLP.

d) **Certification Order** means the Order of Justice Perell, dated January 16, 2018, certifying the Class Action.



- e) ***Class Action*** means the action issued in the Ontario Superior Court of Justice bearing Court File No. CV-15-00523524-00CP.
- f) ***Claims Administrator*** means Class Counsel who will administer the distribution of the Settlement Amount to the Class in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- g) ***Class Counsel*** means Monkhouse Law Employment Lawyers.
- h) ***Class Counsel Fees*** means the fees, disbursements, HST, and other applicable taxes or charges of Class Counsel.
- i) ***Class*** means “All persons having performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement between January 16, 2014 and January 16, 2018, exclusive of any person who only ever performed the duties of a project manager” and who have not opted-out of this proceeding.
- j) ***Class Member*** means a member of the Class.
- k) ***Class Period*** means January 16, 2014 to January 16, 2018.
- l) ***Common Issues*** means the common issues listed at **Schedule “A”** to this Settlement Agreement.
- m) ***Counsel for the Releasees or Defendants’ Counsel*** means Torys LLP.
- n) ***Court*** means the Ontario Superior Court of Justice.
- o) ***Defendants*** means Deloitte Management Services LP and Deloitte & Touche LLP.
- p) ***Distribution Protocol*** means the plan for distributing the Settlement Amount to the Class, described in general terms at **Schedule “B”** to this Settlement Agreement, and as approved by the Court.
- q) ***Effective Date*** means the date of the Final Approval Order from the Court approving this Settlement Agreement.
- r) ***Extended Class Period*** means January 16, 2018 to March 16, 2020.
- s) ***First Order*** means the order of the Court approving the dissemination of the Notice of Settlement Approval Hearing as outlined in the **Notice Plan**, attached at **Schedule “C”** to this Settlement Agreement and extending the class period to cover the Extended Class Period.

t) ***Final Approval Order*** means a final order, judgment, or equivalent decree entered by the Court, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals, substantially in the form attached as **Schedule “D”**:

- (a) approving this Settlement Agreement in accordance with its terms;
- (b) approving the forms of the Notice of Settlement Approval, set out at **Schedule “C”**;
- (c) approving the Distribution Protocol, set out at **Schedule “B”**;
- (d) dismissing the Action as against the Defendants without costs and with prejudice; and
- (e) ordering that, upon the Effective Date, the Releasors shall be deemed to have forever and absolutely released the Releasees from the Released Claims.

u) ***Indemnified Claims*** means any and all claims or demands that may be raised against the Releasees in respect of the amounts distributed to the Class from the Settlement Amount under: (i) the Income Tax Act of Canada, (ii) the Income Tax Act of the Province of Ontario, (iii) the Employment Insurance Act of Canada, and/or under (iv) the Canada Pension Plan legislation of Canada in respect of (i) the withholding of income tax or (ii) any employment withholdings, contributions, premiums, and remittances thereof, in respect of Canada Pension Plan contributions and Employment Insurance premiums, taxes, penalties, and interest, that may be applicable, pursuant to provincial or federal legislation, in respect of the amounts distributed to the Class from the Settlement Amount.

v) ***Notice of Settlement Approval*** means the form of notice, agreed to by the Parties and set out at **Schedule “C”** to this Settlement Agreement, or such other form of notice as may be approved by the Court, which informs the Class of the approval of this Settlement Agreement, and how to make a claim.

w) ***Notice of Settlement Approval Hearing*** means the form of notice, agreed to by the Parties and set out at **Schedule “C”** to this Settlement Agreement, or such other form of notice as may be approved by the Court, which informs the Class of the Settlement Approval Hearing, and how to attend the hearing or to make an objection to this Settlement.

x) **Party and Parties** means the Defendants, the Plaintiff, and where necessary, the Class Members.

y) **Plaintiff or Representative Plaintiff** means Tarrie Phillip.

z) **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.

aa) **Released Claims** means any and all manner of claims, proceedings, demands, actions, suits, causes of action, howsoever arising, 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), by the Releasers as the result of, relating to, or arising from the matters raised in the Proceeding, including in respect of the Extended Class Period, or which could have been raised in the Proceeding, including in respect of the Extended Class Period, whether known or unknown, or by reason of any cause, matter or thing whatsoever and in particular, but without limiting the generality of the foregoing, from any and all claims, or claims over, relating to: (i) damages of any kind (including compensatory, punitive or other damages) whenever incurred, (ii) liabilities of any nature whatsoever, including interest, costs, expenses, (iii) class administration expenses, penalties, and lawyers' fees (including Class Counsel Fees and Administration Expenses), and (iv) any employment withholdings, contributions, premiums, and remittances thereof, including in respect of Canada Pension Plan contributions and Employment Insurance premiums, taxes, penalties, and interest, that may be applicable, pursuant to provincial or federal legislation, in respect of the amounts distributed to the Class from the Settlement Amount.

bb) **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, servants, agents, stockholders, attorneys, representatives, and insurers, and the heirs, beneficiaries, executors, administrators, trustees, servants, agents, predecessors, successors, assigns, and representatives of any of the foregoing.

cc) **Releasors** means, jointly and severally, individually and collectively, the Plaintiff and the Class Members, for themselves and for 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, predecessors, successors, assigns, and representatives of any of the foregoing.

dd) **Settlement Agreement** means this settlement agreement, including the recitals and all schedules.

ee) **Settlement Amount** means CAD\$2,400,000.00.

ff) **Trust Account** means Class Counsel's mixed trust account and any interest will accrue to the Law Foundation of Ontario.

## 2. SETTLEMENT APPROVAL

1. This Settlement Agreement is conditional upon Court approval.
2. The terms of this Settlement Agreement will become effective on the Effective Date.
3. The Parties shall use their best effort to obtain final approval of this Settlement Agreement by the Court and to secure the prompt, complete, and final dismissal with prejudice of the Action against the Defendants.
4. Until the Court has been advised of this Settlement Agreement, the Parties agree to keep confidential and not to comment on this Settlement Agreement, including over social media, to keep all of the terms of this Settlement Agreement confidential and not to disclose them without the prior consent of Counsel for the Defendants and Class Counsel, as the case may be, except as required for the purposes of retaining a Claims Administrator, financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, as otherwise required by law or requested by regulatory authorities.

## 3. PAYMENT OF SETTLEMENT AMOUNT

5. The Defendants shall pay the Settlement Amount of \$2,400,000.00 to Class Counsel, for deposit into the Trust Account, within 30 days of the signing of this Settlement Agreement, to be held in trust, the parties acting reasonably and in good faith.

6. Payment of the Settlement Amount shall be made by wire transfer. Prior to the Settlement Amount becoming due, Class Counsel will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.
7. The Settlement Amount shall be provided in full satisfaction of the Released Matters against the Releasees.
8. The Settlement Amount shall be inclusive of all amounts, including, without limitation, taxes (including the withholdings, contributions, and remittances of both employee and employer-side contributions to Canada Pension Plan, Employment Insurance, and EHT, provincial statutory workers compensation schemes, income tax and any other statutory amounts in respect of the amounts distributed to the Class from the Settlement Amount), interest, costs, Administration Expenses, Class Counsel Fees, and any amount awarded as an honorarium to the Plaintiff.
9. The Defendants shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Proceeding in respect of the Extended Class Period, or any other actions related to the Released Matters, including in respect of any amount for taxes, and other statutory amounts, including employee and employer side contributions, withholdings, remittances, and taxes relating to payments made to Class Members in accordance with this Settlement Agreement.
10. Class Counsel shall maintain the Trust Account as provided for in this Settlement Agreement.
11. Class Counsel shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, the Distribution Protocol, or an order of the Court obtained after notice to the Parties.
12. Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Class and shall become and remain part of the Trust Account.
13. All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. Class Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and

make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

14. The Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

#### **4. TERMINATION OF SETTLEMENT AGREEMENT**

15. This Settlement Agreement will terminate automatically in the event that:

- a) the Court declines to approve this Settlement Agreement;
- b) the Court issues a settlement approval order that is materially inconsistent with the terms of this Settlement Agreement; or
- c) any order approving this Settlement Agreement made by the Court does not become a Final Order.

16. In addition, if the Settlement Amount, is not paid in accordance with Section 5, the Plaintiff shall have the right to terminate this Settlement Agreement, at his sole discretion, by delivering a written notice pursuant to Defendants' Counsel.

17. If this Settlement Agreement is terminated, this Settlement Agreement and Distribution Protocol shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

18. If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- a) no motion to approve this Settlement Agreement, which has not been decided, shall proceed;

- b) the Parties will cooperate in seeking to have any issued order approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise;
- c) subject to 18(d), the Settlement Amount will be returned to the Defendants; and
- d) any costs reasonably incurred and paid out by Class Counsel for performing the services required to prepare to implement this Settlement, and amounts paid for the publication and dissemination of notices are non-recoverable from the Plaintiff, the Class Members or Class Counsel.

19. If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Plaintiff and the Class retain, subject to the final decisions or orders previously rendered in the Action, all of their rights to advance their claims and claims for damages or other relief relating to the issues in the Action.

#### **5. ADMINISTRATION COSTS AND OBTAINING FINAL APPROVAL**

20. As soon as possible, the Parties will jointly communicate with Court on the administration of this Settlement Agreement and the steps leading to the Final Approval Order.

21. The Plaintiff will, as soon as practicable, seek the First Order from the Court approving the Notices of Settlement Approval Hearing as outlined in the Notice Plan set out in **Schedule “C”** to this Settlement Agreement and extending the class period to cover the Extended Class Period.

22. Following the First Order and the dissemination of the Notices of Settlement Approval Hearing, the Plaintiff will seek the Final Approval Order from the Court as set out at **Schedule “D”** to this Settlement Agreement approving this Settlement Agreement and approving the Notices of Settlement Approval as set out in **Schedule “C”** to this Settlement Agreement.

23. The Defendants will consent to this relief.

24. The Plaintiff will also move for an order on such terms as approved by the Court approving Class Counsel Fees.

25. The Defendants and the Releasees shall not be liable for any Class Counsel Fees or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the

Plaintiff or the Class Members or any lien of any Person on any payment to any Class Member from the Settlement Amount.

26. The Defendants recognize that Class Counsel Fees are payable as a matter between Class Counsel and the Class, subject to approval by the Court. The Defendants agree that they will not object to or oppose Class Counsel's reasonable request for approval of Class Counsel Fees so long as it does not exceed the maximum payable under the retainer agreement with Class Counsel.

27. Class Counsel Fees and any Honorarium for the Plaintiff shall be paid solely out of the Trust Account within 7 days of the Effective Date or by such date as the Court may order.

## **6. NOTICE TO CLASS**

28. The Class shall be given notice of the Settlement Approval Hearing and of the Final Approval Order in accordance with the Notice Plan at **Schedule "C"** to this Settlement Agreement. The Plaintiff will obtain whatever directions or orders are necessary from the Court to effectuate this notice.

29. In the event this Settlement Agreement is not approved by the Court, the Class shall be given notice of such event.

## **7. RELEASES AND DISMISSALS**

30. The Releasors covenant, represent and warrant that, as of the date of the execution of this Settlement Agreement, they have no further claims against the Releasees for, or arising out of, the Released Matters. In the event that the Releasors have made or should make any claims or demands or commence or threaten to commence any actions, claims or proceedings or make any complaints against the Releasees arising out of the Released Matters, this Release may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

31. The Releasors acknowledge and agree that the gross sum of the Settlement Amount to be paid by the Defendants in respect of the Settlement is inclusive of all amounts owing by the Releasees, or otherwise to be paid by the Releasees, in respect of the Settlement Amount or the administration of this Settlement Agreement, including in respect of all overtime pay, vacation pay, holiday pay and any other statutory amounts, including claims that were made or could have been made in respect of Canada Pension Plan contributions and Employment Insurance premiums, taxes, penalties, and interest, costs (including fees and disbursements), taxes and interest and any employment withholdings, contributions,



premiums, and remittances thereof, including in respect of Canada Pension Plan contributions and Employment Insurance premiums, taxes, penalties, and interest, that may be applicable, pursuant to provincial or federal legislation, in respect of the amounts distributed to the Class from the Settlement Amount.

32. The Releasors agree and undertake that they will not make any claim or commence or maintain any proceeding, complaint, action or claim against any Person in which any claim could arise against the Releasees for contribution or indemnity or any other relief over in respect of any of the actions, causes of action, claims, debts, suits or demands of any nature or kind that has been released by this Release. In the event that the Releasors make any claim or commence any proceeding in respect of the Released Matters against any person or entity which might make a claim, whether for contribution or indemnity or declaratory or other relief, from the Releasees or any of them, or which might result in a claim, whether for contribution or indemnity or declaratory or other relief, being made against the Releasees or any of them, this Release may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

33. The Releasors agree to indemnify and save harmless the Releasees from the Indemnified Claims.

34. This Release shall be and remains in effect notwithstanding the discovery or existence of additional or different facts.

35. This Release is conditional upon the Court's approval of this Settlement Agreement. In the event that that this Settlement Agreement is not approved by the Court, the Releasors will not be bound by the terms of this Release.

## **8. EFFECT OF SETTLEMENT**

36. Nothing in this Settlement Agreement amounts to an admission of liability by the Defendants or any of the Releasees.

37. The Plaintiff, the Defendants and all Releasees expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.

38. Regardless of whether this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, 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 be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of any truth of any of the claims or allegations contained in the Proceeding.

39. The Parties agree that, regardless of whether it is finally approved, is terminated or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, 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 referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceedings, except in a proceeding to approve, enforce, or some combination thereof this Settlement Agreement, to defend against the assertion of Released Matters, as necessary in any insurance-related proceedings, or as otherwise required by law.

## 9. ADMINISTRATION AND IMPLEMENTATION

40. The mechanics of the implementation and administration of this Settlement Agreement shall be in accordance with the Distribution Protocol, as approved by the Court, a copy of which is attached as **Schedule “B”** to this Settlement Agreement.

41. The Settlement Amount will cover the Administration Expenses, including all costs of administering the Settlement Agreement, the cost of sending follow-up communications, the cost of paying Class Members from funds deposited in the Trust Account, the cost of sending new cheques in the case of lost or stolen cheques or other non-deposit by a Class Member, and any costs associated with any steps outlined in the Distribution Protocol and the Notice Plan found at **Schedule “B”** and **Schedule “C”** to this Settlement Agreement.

42. The Defendants agree to cooperate and to assist Class Counsel in facilitating the Distribution Protocol.

## 10. DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

43. Class Counsel, with the Defendants’ approval, will prepare and implement the Distribution Protocol at **Schedule “B”**. The Distribution Protocol at **Schedule “B”** describes in general terms the plan for distributing the Settlement Amount. The Defendants and Class Counsel agree that the

Distribution Protocol can be amended from time to time on consent of the parties to this Settlement Agreement.

44. Class Counsel will seek the Court's approval of the Distribution Protocol contemporaneous with seeking approval of this Settlement Agreement.

#### **11. COOPERATION AND ASSURANCES**

45. The Parties, through counsel, will consent to such orders and sign such other documentation as is reasonably required to give effect to this Settlement Agreement and undertake to seek no additional relief in respect of the Class Action for the Class Period and the Extended Class Period nor to make any submissions to the Court other than as may be required to obtain final approval of this Settlement Agreement.

#### **12. MOTIONS FOR DIRECTIONS**

46. Either or both of the Parties may apply to the Court, as may be required, for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.

47. The Parties agree to retain Joel Wiesenfeld in the event the Parties elect to mediate this Settlement Agreement.

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

#### **13. PUBLIC DISCLOSURE RESPECTING THE SETTLEMENT AND SETTLEMENT AGREEMENT**

49. The Parties agree to the form and text for an agreed press release announcing the settlement in the form at **Schedule "E"**.

50. The Parties further agree that:

- a) They shall not issue any press releases or make any other public statements, including to the media, regarding this Settlement Agreement, except those that are:  
(1) agreed to by the Parties or (2) required by law or regulation.
- b) The Parties shall not make any public statements, comments or any communications of any kind about any negotiations or information exchanged as part of the settlement process, except as may be required for the parties to comply with any

order of the Court as may be required under any applicable law or regulation, or as may be agreed by counsel in seeking the approval of this Settlement Agreement.

- c) The Parties shall act in good faith to ensure that any public statements, comments or communications regarding the action or the settlement are balanced, fair, accurate and free from disparagement.

51. Class Counsel and the Representative Plaintiff agree that they will not make any disparaging or other derogatory remarks about the Defendants, its officers, directors, employees, servants, or agents to the media, including social media, or on online forums or discussion groups. Class Counsel and the Representative Plaintiff further agree that they will not encourage any other person or entity to make any derogatory statement or statements about the Defendants, its officers, directors, employees, servants, or agents to the media, including social media, or on online forums or discussion groups. This clause shall not operate to prevent Class Counsel or the Representative Plaintiff from communicating with the media or responding to media inquiries, but any such communications or responses shall comply with this clause.

52. Similarly, the Defendants and its directors and officers also agree that they will not make any disparaging or other derogatory remarks about the Representative Plaintiff or Class Counsel to the media, including social media, or on online forums or discussion groups. The Defendants and its directors and officers further agree that they will not encourage any other person or entity to make any derogatory statement or statements about the Representative Plaintiff or Class Counsel to the media, including social media, or on online forums or discussion groups. This clause shall not operate to prevent the Defendants from communicating with the media or responding to media inquiries, but such communications or responses shall be required to comply with this clause.

53. Nothing in the Settlement Agreement precludes communications between Class Counsel and Class Members, including communications advising Class Members of developments through updates posted to Class Counsel's webpage, telephone hotline, email, and otherwise.

#### 14. MISCELLANEOUS

54. The Defendants confirm that all persons “performing Document Review and/or e-discovery services at Deloitte,” as defined in the Second Fresh as Amended Statement of Claim in the Action, have had, the option to work from home since March 17, 2020.

55. This Settlement Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection with the subject matter of the Settlement Agreement.

56. The Recitals, schedules, appendices, and headings to this Settlement Agreement are true and form part of the Settlement Agreement.

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

58. This Settlement Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

59. Once the Settlement is approved by the Court and the approval order becomes a final order, on the Effective Date, this Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiff, the Defendant, Class Counsel, and Defendant’s Counsel and their respective successors, assigns, heirs, administrators and/or legal representatives.

60. 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.

61. Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party’s representative by his, her or its counsel;

- (c) he, she or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

62. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

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

**For the Plaintiff and for Class Counsel in the Proceeding:**

Andrew Monkhouse and Alexandra  
Monkhouse  
Monkhouse Law Employment Lawyers  
220 Bay Street – Suite 900  
Toronto, M5J 2W4  
Tel: 416-907-9249  
Fax: 888-501-7235  
Email: [Andrew@monkouselaw.com](mailto:Andrew@monkouselaw.com)  
[Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.com)

**For the Defendants:**

Linda Plumpton, Sarah Whitmore, and Craig  
Gilchrist  
TORYS LLP  
79 Wellington Street West, 30<sup>th</sup> Floor  
Box 270, TD South Tower  
Toronto, ON M5K 1N2

Tel: 416.865.0040  
Fax: 416.865.7380  
Email: lplumpton@torys.com  
swhitmore@torys.com  
cgilchrist@torys.com

**TARRIE PHILLIP, on his own behalf and on behalf of the Class, by his counsel:**



Name: \_\_\_\_\_  
Andrew Monkhouse

**Deloitte Management Services LP and Deloitte & Touche LLP, on their own behalf, by their counsel:**



Name: \_\_\_\_\_  
Linda Plumpton

## SCHEDULE A – COMMON ISSUES

- 1) Did the actual circumstances of the relationship between Deloitte and the Class Members constitute an employer/employee relationship such that the Class members were in fact employees of Deloitte and not “independent contractors”?
- 2) If the answer to 1) is yes, is Deloitte liable to the class for employee benefits pursuant to the *Employment Standards Act* (including unpaid vacation pay and public holiday pay and overtime) and for compensation for improper remittances?
- 3) If liability is established, are aggregate damages available?



## SCHEDULE B - DISTRIBUTION PROTOCOL

### A. Payment of Funds

1. As outlined in this Settlement Agreement, the Defendants will pay the Settlement Amount, a lump sum of \$2,400,000.00 into the Trust Account within thirty (30) days of the date of the Settlement Agreement.
2. The Defendants will provide confirmation in a form acceptable to Class Counsel of its compliance with the payment terms outlined in this Settlement Agreement.
3. Monkhouse Law will, as Claims Administrator, no more than seven (7) days of the Court approval of the Settlement Agreement by the Ontario Superior Court of Justice, or by such date as the Court may order, pay from the Settlement Amount the approved amount to Class Counsel, on account of Class Counsel's fees, disbursements, HST, and the Honorarium of the Representative Plaintiff.
4. Monkhouse Law will thereafter maintain the balance of the Settlement Amount in the Trust Account to accrue interest to the Law Foundation of Ontario 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 Amount, "**Net Proceeds**" shall hereafter mean the portion of the Settlement Amount remaining after the payment of approved Class Counsel fees, disbursements, and the honorarium to the Representative Plaintiff, if approved, and the Class Proceedings Fund Levy.

### B. The Claims Determination Process

#### *Definitions*

5. 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) **Claim Amount** means the initial assignment of values for Class Members of amounts to be paid out by Monkhouse Law;
  - (c) **Claims Form** means the template form appended to this Distribution Protocol as Appendix 1;
  - (d) **Main Quotient** means the end result of the application of the formula set out below;

(e) **Notification Letter** means the template form appended to this Distribution Protocol as Appendix 2;

(f) **Appeal Form** means the template form appended to this Distribution Protocol as Appendix 3;

(g) **Payment Notification Letter** means the template form appended to this Distribution Protocol as Appendix 4;

### ***The Claims Form***

6. In order to receive any payment, Class Members will be required to complete and return a Claims Form to Monkhouse Law or otherwise advise Monkhouse Law of the information set out in the Claims Form. Claims Forms or information set out in the Claims Forms must be received by Monkhouse Law within 90 days of the Notice of Settlement Approval or as determined by the Court, in order for the Class Member to receive compensation (“**Claims Deadline**”).

7. An incomplete or improperly completed Claims Form will not be grounds to deny a Class Member compensation. Monkhouse Law 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***

8. Within 60 days of the Claims Deadline, Monkhouse Law will consult the Claims Form, any other information and documents received by a Class Member with or apart from the Claims Form, the productions exchanged in the litigation, which may relate to the Class Member, and when the Class Member worked for the Defendants. The Defendants will have no obligations to produce any further records.

### ***Notice to Class Members of a Determination***

9. Within 90 days of the Claims Deadline, Monkhouse Law 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 determination regarding the Class Member’s work history and estimated claim amount based on the Monkhouse Law’s review, as outlined in this Distribution Protocol.

10. Monkhouse Law will send each Class Member's Notification Letter using the email address, supplied by the Class Member on the Claims Form or supplied by the Class Member in some other satisfactory manner.
11. In the event a Class Member disputes the Class Member's work history or estimated claim amount the Class Member shall complete an Appeal Form and advise Monkhouse Law of the claimed work history and provide documentation and/or written reasons in support of their claim, all to be solemnly affirmed.
12. In order to dispute the information in the Notification Letter the Appeal Form must be filed within 30 days of the date of the Notification Letter.
13. Monkhouse Law may ask the Class Member further questions in their discretion, but the Class Member shall not be subject to cross-examination or inquires from the Defendant under any circumstances.
14. Monkhouse Law shall review the information provided in paras (11) and (13) above and make a determination as to the applicable work history and estimated claim amount. The principles of access to justice, expediency and accessibility shall guide all determinations. Monkhouse Law shall, within a reasonable time frame, advise the Class Member of its determination, by email or letter mail. The determination of the Administrator is final and not subject to appeal in any court or review in any manner by any court, tribunal, board or authority

#### ***Calculation of Payment and Payment Notification***

15. Once all appeals have been resolved and the deadline for all appeals has passed, Monkhouse Law will calculate the amounts owing to each Class Member who submitted a Claims Form or who otherwise advised Monkhouse Law of the information set out in the Claims Form or information.
16. Monkhouse Law'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 ongoing reporting to Class Counsel.
17. All figures calculated by Monkhouse Law will be rounded down to the nearest 1/100 (hundredths) of a decimal point.
18. Any reasonable amounts incurred by Monkhouse Law relating to disbursements incurred for the distribution of the settlement for the issuance of cheques, mailing, bank deposits and engagement of accountants for the calculation of class member's entitlements will be paid from the Settlement Amount. The Defendants have no responsibility in this regard consistent with the Settlement Agreement.

#### **Step 1 – Amounts Related to Vacation, Overtime, and Holiday Pay**

19. These amounts are based on the amounts of vacation pay, overtime pay, and holiday pay that the Class Members would be entitled to had they been classified as employees, and for which they were not paid, during their period of employment.

20. The determinations will be made with reference to the productions exchanged during the litigation detailing the number of hours worked by each Class Member for each pay period during the period under review. These records further outlined the beginning and ending of each work period/week, the hourly rate paid, total hours per week, and gross pay (hourly rate x hours per week). The Defendants will have no obligations to produce any further records.
21. The determinations will be made on the following basis:
- (a) vacation pay is calculated as at least 4% of gross pay, which may also include overtime and holiday pay;
  - (b) overtime is payable at 1.5 times the regular rate on hours worked in excess of 44 hours in a single pay period (i.e. 7 days); and
  - (c) holiday pay is paid to any employee that worked during the pay period in which a holiday occurred. Holiday pay is calculated as the total amount of regular wages and vacation pay earned by an employee in the four-work week period before the week in the which the holiday occurred, divided by 20 days.
22. Monkhouse Law will use the available records contained in the productions to make this determination and any documents provided by the Class Members as part of their submitted claim form. The Defendants will have no obligations to produce any further records.

### **Step 2 – Determining the Claim Amounts and Main Quotient**

23. Monkhouse Law will then add up all of the values assigned in Step 1 for each of the years the Class Members worked for the Defendants (“**Claim Amount**”).
24. Monkhouse Law will then add up all the Claim Amounts and divide the total by the Net Proceeds.
25. 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**

26. For each Class Member, Monkhouse Law will determine the amounts to be paid as follows:  
Claim Amount / Main Quotient.

27. For greater certainty, it will be possible that Class Members receive less than the amount calculated in their Claim Amount or more than what was calculated in their Claim Amount.

28. For greater certainty, this determination will aim to allocate all of the Net Proceeds to Class Members.

#### **Step 4 - Payment Notification Letter**

29. 60 days after the appeals process is complete, Monkhouse Law will:

- a) send each Class Member an individualized Payment Notification Letter; and,
- b) either deposit the Class Member's payment into their banking account or deliver, with the individualized Payment Notification Letter, a cheque for amount to be paid, if the Class Member expressly requires the payment to be made by cheque.

#### ***Tax Matters***

30. Monkhouse Law will make the payments as damages and will not withhold tax on them. The Defendants and the Releasees will accordingly have the benefit of the indemnity in respect of the Indemnified Claims provided by the Releasers.

#### ***No Appeal of Payment Notification***

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

#### **C. Undeliverable and Uncashed Cheques**

32. In the event that a cheque provided to any Class Member is returned as undeliverable or due to a change of address, Monkhouse Law will make reasonable efforts to locate the Class Member.

33. In the event that a cheque provided to any Class Member is uncashed after 6 months, the cheque will be considered stale.

34. This Distribution Protocol is set such that there should be no amounts left in the Trust Account after the distribution with the exception of potential stale or undeliverable cheques.

35. If, as a result of cheques being undeliverable or stale, any amounts remaining in the Trust Account after distribution will be paid to Don Valley Community Legal services, a legal-aid clinic that provides legal assistance to workers.

#### **D. Final Report**

36. Within sixteen (16) months of the expiry of the period for the commencement of the Indemnified Claims, Class Counsel will provide a final report indicating the amounts paid to Class Members and the amounts that be distributed cy-pres to Don Valley Community Legal Services.

**APPENDIX 1: CLAIMS FORM**

**DELOITTE CLASS ACTION - CLAIMS FORM**

For Claims Administrator's Use only	
Date Application Received (yyyy-mm-dd)	
<b>PLEASE COMPLETE ALL OF THE FOLLOWING FIELDS:</b>	
<b>PART 1 – APPLICANT INFORMATION</b>	
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, if you do not provide a blank cheque or direct deposit banking information. Please ensure that the information properly <b><u>matches the information that your bank would have on file.</u></b>	
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	

<p>8. If any of this information is different than what Deloitte Management Services LP and Deloitte &amp; Touche LLP would have on record, please list.</p>	
--	--

**PART 2 – INFORMATION REGARDING CLAIM**

<p>9. When did you work for Deloitte Management Services LP and Deloitte &amp; Touche LLP?</p>	
--	--

**PART 3 – LEGAL**

**10. Indemnity**

By signing this form, you acknowledge that, if you receive a payment under this settlement, you will be responsible for any taxes, EI premiums or CPP premium that might apply to that payment. Deloitte Management Services LP and Deloitte & Touche LLP, (collectively, the “**Defendants**”) and Monkhouse Law will not be withholding or remitting any portion of the settlement funds that you may receive to the Canada Revenue Agency (“**CRA**”) on your behalf nor will the Defendants be making any employer side payments in respect of the Canada Pension Plan contributions or Employment Insurance premiums. You agree to indemnify and hold harmless, and release any claims you may have against, 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 and Monkhouse Law Employment Lawyers in respect of any claims, taxes, charges, penalties, or obligations that may be applied by the CRA, or any other statutory authority, in connection with any payment you may receive under this settlement.



## 11. Privacy Statement and Consent

The Defendants and Monkhouse Law will collect, use and/or disclose this form and any enclosures, data, information, reports, or other documents of any nature which are disclosed, revealed, or transmitted to them with this form for the purpose of executing the terms of the Settlement Agreement. The collection, use and disclosure of any personal information received by the Defendants and Monkhouse Law is subject to applicable laws, including the *Personal Information and Protection and Electronic Documents Act*, S.C. 2000, c. 5.

In submitting 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.

## PART 4 – DECLARATION AND SIGNATURE

### 12. I DECLARE THAT:

- a) 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.
- b) 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.
- c) I have read and agree to the Indemnity provision set out in paragraph 10 above.
- d) I have read and agree to the Privacy Statement and Consent provision set out at paragraph 11 above.
- e) I enclose the following documents (check all that apply)
  - Government Issued ID
  - Blank Cheque or Banking Information for Direct Deposit
  - Documents proving the positions I held with the Defendants

\_\_\_\_\_  
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:

[TO BE ADDED]

**If you do not provide your Blank Cheque or Banking Information for Direct Deposit- the funds from the Settlement will be sent by cheque to the address you listed on your claim form.**

## APPENDIX 2: NOTIFICATION LETTER

### Notification Letter [DATE]

[INSERT NAME].

As part of the Class Action process, Monkhouse Law has reviewed your Claim Form, the information you provided, and its own records to determine your work history. The amounts you will receive depends on your work history.

According to our review you have worked as a document reviewer for Deloitte for the following year(s):

Year	Assigned Amount as per the Settlement Agreement, if you worked as a Document Reviewer that year
2014	
2015	
2016	
2017	
2018	
2019	
2020	
<b>The Total Value of your claim adding up all the amounts listed above</b>	\$

**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 when they worked with the Defendants.

If you disagree with the above assessment, you may appeal Monkhouse Law's determination. 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) The number of hours you worked for the Defendants; and
- (3) The years when you worked for Deloitte Management Services LP and Deloitte & Touche LLP.

The monies are distributed as follows:

The Claims Administrator, Monkhouse Law, will determine in which years you worked as a Document Reviewer with the Defendants and compute the following amounts: 4% vacation pay; holiday pay and overtime pay for hours worked in excess of 44 per week..

### ***Settlement Fund***

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

Monkhouse Law will add up all of the assessment amounts. If the amount is greater than the Settlement Fund, 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.

If the total is less than the assessment amounts, then the amount paid will be greater, proportionate to each assessment.

### ***I disagree with Monkhouse Law's assessment. How do I appeal?***

If you disagree with Monkhouse Law's determination of the amount you worked and commission you earned, you must submit the attached Appeal Form within 30 days of the date of this Notification Letter and provide any pertinent documentation.

Please email your completed Appeal Form to: [Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.com)

Monkhouse Law may ask the Class Member further questions in their discretion, but the Class Member shall not be subject to cross-examination or inquires from the Defendant under any circumstances.

Monkhouse Law shall review the information provided and make a determination as to the applicable work history and estimated claim amount. The principles of access to justice, expediency and accessibility shall guide all determinations. Monkhouse Law shall, within a reasonable time frame, advise the Class Member of its determination by email or letter mail. The determination of the Appeal is final and not subject to appeal in any court or review in any manner by any court, tribunal, board or authority

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

**APPENDIX 3: APPEAL FORM**

**APPEAL FORM – DELOITTE CLASS ACTION**

<b>PART 1 – APPLICATION INFORMATION</b>	
<b>1. Last Name</b>	
<b>2. First Name</b>	
<b>3. Permanent Home Address of Applicant (include street address, city/town, province/territory, and postal code)</b>	
<b>4. Mailing Address of Applicant (if different from Permanent Home Address)</b>	
<b>5. Telephone Number of Applicant</b>	
<b>6. Alternate Telephone Number of Applicant</b>	
<b>7. Email Address of Applicant</b>	
<b>PART 2 – ESTATE INFORMATION</b>	
<p><b>For persons administering the estate of a client, please complete this form on behalf of the estate. Fill out the information below and complete the form with the information of the Deceased person.</b></p> <p><b>Name of Legal Representative:</b></p> <p><b>Phone number:</b></p> <p><b>Email:</b></p> <p><b>I confirm I am seeking a review on behalf of a deceased client and am an administrator or executor duly authorized to file this claim.</b></p> <p><b>Signature</b> _____</p>	
<b>PART 3 – REQUEST FOR REVIEW OF DECISION REGARDING WORK COMPLETED OR ENTITLEMENT</b>	
<b>8. Date of Decision (dd/mm/yyyy) Please attach a copy of the Decision Letter</b>	

**9. On a separate page, please set out the reasons you are seeking an appeal of the decision set out in your Decision Letter (the “Decision”). In order to successfully appeal the Decision, you will need to explain the basis on which you believe the information in the Notification Letter is incorrect.**

**PART 4 – PRIVACY INFORMATION 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 Deloitte Class Action, namely, to determine the amount of any payment, and for purposes as may be required by the Referee.

\_\_\_\_\_  
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 that I receive.

\_\_\_\_\_  
Applicant’s or Legal Representative’s Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (dd/mm/yyyy)

**INSTRUCTIONS AND FEE**

This form should be submitted to:

Deloitte Class Action – Claims Administrator

Deloitte Class Action

c/o Monkhouse Law, 220 Bay Street,

Suite 900,

Toronto, Ontario, M5J 2W4

Email: [Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.com)

Attention: Alexandra Monkhouse

If you have any questions about the process, please contact  
Monkhouse Law at the following:

Deloitte Class Action

c/o Monkhouse Law, 220 Bay Street,

Suite 900,

Toronto, Ontario, M5J 2W4

Email: [Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.com)

## APPENDIX 4: PAYMENT NOTIFICATION LETTER

### Payment Notification Letter [Date]

[INSERT NAME]

Monkhouse Law (the “**Claim Administrator**”) has completed its calculation of the amounts owed to you under the Settlement Agreement using the formulas set out in the Court-approved Distribution Protocol, 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.

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

The min quotient was [Insert Main Quotient].

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

**[The amount has been deposited in the bank account you had indicated in your claim form.]**

**[OR**

**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 Clinic, a legal aid clinic.]**

**Please note:** No deductions have been made from this payment because the amounts were paid as general damages.

If any amounts are owed to the Canada Revenue Agency (“CRA”), or any other statutory authority, including amounts owed by the Defendants, 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:

Monkhouse Law [To be added]

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.monkouselaw.com/deloitte-document-reviewer-class-action/>



## SCHEDULE C - NOTICE PLAN

1. All Capitalized Terms in this Notice Plan are taken from the Settlement Agreement or are defined below.

### A. Identification of Class Members

2. The Defendants, with input from Class Counsel, will compile a list of last known contact information, including last known mailing addresses, phone numbers, and email addresses for the Class Members (the “**Class Member List**”).

3. The Defendants shall provide Class Counsel the Class Member List within five (5) days of the Court issuing an order approving the dissemination of the Notice of Settlement Approval Hearing as outlined in this Notice Plan.

### B. Communications with Class Members

4. All of 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.

### C. Notice of Settlement Approval Hearing

5. Class Counsel will issue a news release in a form approved by the Defendants, acting reasonably, to announce that a settlement has been reached and that Court approval will be sought.

6. Within five (5) days of receiving the Class Member List from the Defendants, Class Counsel shall send the short-form Notice of Settlement Approval Hearing, attached as **Appendix 1** to this Notice Plan (the “**Short-Form Notice of 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 Settlement Approval Hearing and a copy of the long-form Notice of Settlement Approval Hearing, attached as **Appendix 2** to this Notice Plan (the “**Long-Form Notice of Settlement Approval Hearing**”), on Class Counsel’s website, at <https://www.monkouselaw.com/deloitte-document-reviewer-class-action/>

8. Within five (5) days of the First Order having been issued by the Court, Class Counsel will send the Short-Form Notice of Settlement Approval Hearing to all Class Members who contacted Class Counsel about the proceeding using the contact information provided by the Class Member.

#### **D. Notice of Settlement Approval**

9. Within ten (10) days of the Settlement Approval Order being granted by the Court, Class Counsel shall send the short-form Notice of Settlement Approval, attached as **Appendix 3** to this Notice Plan (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 **Appendix 4** to this Notice Plan (the “**Long-Form Notice of Settlement Approval**”), on Class Counsel’s website, at <https://www.monkhouselaw.com/deloitte-document-reviewer-class-action/>
11. Within five (5) days of the Settlement Approval Order having been issued by the Court, Class Counsel shall issue a news release in the form approved by the Defendants to advise that settlement has been reached and to invite class members to make claims.
12. 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.

## APPENDIX 1: SHORT FORM NOTICE OF SETTLEMENT APPROVAL HEARING

### SHORT FORM NOTICE OF SETTLEMENT AND FEE APPROVAL HEARING

#### **WERE YOU A DOCUMENT REVIEWER OF DELOITTE MANAGEMENT SERVICES LP OR DELOITTE & TOUCHE LLP BETWEEN JANUARY 16, 2014 AND JANUARY 16, 2018?**

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

#### **READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS**

##### **1. What is this lawsuit about?**

A representative plaintiff, Tarrie Phillip (the “**Plaintiff**”), commenced a proposed class proceeding against Deloitte Management Services LP and Deloitte & Touche LLP (the “**Defendants**”).

In this proposed class action, the **Plaintiff** is seeking damages on behalf of document reviewers who worked for the Defendants between January 16, 2014, and January 16, 2018, for allegedly misclassifying the workers as independent contractors. The Defendants have denied all these allegations. Monkhouse Law represents the proposed class (“**Class Counsel**”).

The parties to this proposed class proceeding have reached a settlement (the “**Proposed Settlement**”). The Proposed Settlement is a compromise of disputed claims against the Defendants without any admission of liability by the Defendants. The Proposed Settlement and Fees are subject to Court approval. The Proposed Settlement, if approved, will conclude the class proceeding. The purpose of this document is to provide notice to putative class members that a motion will be heard on **February 16, 2023 at 10 AM** by Zoom to approve the Proposed Settlement and Class Counsel’s fees. Zoom log-in details will be available from Class Counsel **one week** before the motion.

##### **2. Am I a member of the Class**

You are a proposed class member and are entitled to participate in the proceeding if you fall within the following definition:

All persons having performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement between January 16, 2014 and January 16, 2018, exclusive of any person who only ever performed the duties of a project manager. (“**Class Members**”)

Note that the Class Action has been certified on January 16, 2018 and the proposed settlement concerns only those in the initially certified class for their work from January 14, 2014 to March 16, 2020.

### **3. What proposed settlement has been reached?**

Under the Proposed Settlement, the defendants shall pay an all-inclusive amount of \$2,400,000.00 (the “**Gross Settlement Funds**”) in exchange for, among other things, a full and final release of the claims against the Defendants. Class Counsel shall seek Court approval of **[\$[33% + D]** in respect of Class Counsel’s fees, HST and disbursements to be paid from the Gross Settlement Funds and the approval of an honorarium for the Plaintiff of \$20,000.

The Gross Settlement Funds shall be reduced by Class Counsel’s fees, Class Proceedings Fund Levy, HST, disbursements, and/or settlement administration costs, should they be approved by the Court. The remaining amount of approximately \$1,400,000 shall be available to be distributed in accordance with the Distribution Protocol in the Proposed Settlement, including a distribution to Eligible Class Members.

### **4. Can I object to the Proposed Settlement or opt-out of the class action?**

If you are a Class Member, you can object to the Proposed Settlement if you don’t think it is fair, reasonable, or in the best interests of the class members. You can give reasons why you think the Court should not approve it. For more information about objecting to the Proposed Settlement, see: <https://www.monkouselaw.com/deloitte-document-reviewer-class-action/>

In addition, if the Proposed Settlement is approved, you will have the right to opt-out of the class action for the period of January 16, 2018 to March 16, 2020.

### **5. Additional Information**

If you wish to learn more about the proposed class action, the Proposed Settlement, or the steps you can take, please visit the following web page:

<https://www.monkouselaw.com/deloitte-document-reviewer-class-action/>

If you would like more information, you may also contact the lawyers who represent Mr. Phillip. To reach the lawyers at Monkhouse Law, please call 416-907-9249 or email [Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.com)

To ensure you do not miss any important notices please add Monkhouse Law to your Contacts or

ensure emails from Monkhouse Law are not routed to your spam/junk folder by classifying them as a “Safe Sender”.

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

**APPENDIX 2: LONG FORM NOTICE OF SETTLEMENT APPROVAL HEARING**

**LONG FORM NOTICE OF SETTLEMENT AND FEE APPROVAL HEARING**

**WERE YOU A DOCUMENT REVIEWER OF DELOITTE MANAGEMENT SERVICES LP OR DELOITTE & TOUCHE LLP BETWEEN JANUARY 16, 2014 AND JANUARY 16, 2018?**

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

A proposed representative plaintiff, Tarrie Phillip (the “**Plaintiff**”), commenced a proposed class proceeding against Deloitte Management Services LP and Deloitte & Touche LLP (the “**Defendants**”).

In this proposed class action, the **Plaintiff** is seeking damages on behalf of document reviewers who worked for the Defendants between January 16, 2014, and January 16, 2018, for allegedly misclassifying the workers as independent contractors. The Defendants have denied all these allegations. Monkhouse Law represents the proposed class (“**Class Counsel**”).

The parties to this proposed class proceeding have reached a settlement (the “**Proposed Settlement**”). The Proposed Settlement is a compromise of disputed claims against the defendants without any admission of liability by the defendants. You may be entitled to compensation under the Proposed Settlement if you fall within the following definition:

All persons having performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement between January 16, 2014 and January 16, 2018, exclusive of any person who only ever performed the duties of a project manager. (“**Class Members**”)

Note that the Class Action has been certified on January 16, 2018 and the proposed settlement concerns only those in the initially certified class for their work from January 14, 2014 to March 16, 2020.

The Proposed Settlement is subject to Court approval. The Proposed Settlement, if approved, will conclude the class proceeding. The purpose of this document is to provide notice to putative Class Members that a motion will be heard on **February 16, 2023, at 10 AM** by Zoom to approve the Proposed Settlement and Class Counsel’s fees. Zoom log-in details will be available from Class Counsel one week before the motion.

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

**WHAT THIS NOTICE CONTAINS:**

**A. BASIC INFORMATION**

1. Why did I get this notice?
2. What is a class action?
3. What is this class action about?
4. Has there been a trial?
5. Why is there a proposed settlement?

**B. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

6. Who is included in the proposed settlement?
7. What if I am not sure whether I am included in the proposed settlement?

**C. PROPOSED SETTLEMENT**

8. What does the proposed settlement provide?
9. What am I giving up in the proposed settlement?
10. May I remove myself from the proposed settlement?

**D. HOW TO RECEIVE A PAYMENT?**

11. How will I receive a payment?
12. How will payments be calculated?
13. What if I disagree with the decision?

**E. THE LAWYERS REPRESENTING YOU**

14. Who is Class Counsel?
15. Do I have to pay Class Counsel anything?

**F. OBJECTING TO THE PROPOSED SETTLEMENT**

16. How do I tell the Court if I support the proposed settlement?
17. How do I tell the Court if I do not like the proposed settlement?

**G. THE APPROVAL HEARING**

18. When/where will the Court decide whether to approve the proposed settlement?
19. What if I do nothing?

**H. GETTING MORE INFORMATION**

20. How do I get more information?



## A. BASIC INFORMATION

### ***1. Why did I get this notice?***

The Ontario Superior Court of Justice authorized this notice to let you know about the Proposed Settlement. Based on the records of Deloitte Management Services LP and Deloitte & Touche LLP (“**Deloitte**”), we believe you may be a member of the class.

This notice explains the lawsuit, the Proposed Settlement, and your legal rights.

### ***2. What is a class action?***

In a class action, one or more people called the "representative plaintiff(s)" sue on behalf of people who have similar claims, called the "class" or "class members".

In a class action, the court can resolve all or some of the class members' claims at the same time. People who meet the definition of a "class member" are automatically included in the claim unless they choose to "opt out". Opting out is explained in more detail below.

### ***3. What is this class action about?***

In this proposed class action, the Plaintiff is seeking damages on behalf of document reviewers who worked for Deloitte between January 16, 2014, and January 16, 2018, for allegedly misclassifying the workers as independent contractors. Monkhouse Law represents the proposed class (“**Class Counsel**”).

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

### ***4. Has there been a trial?***

This case has not yet gone to trial. The action has been certified as a class action by Justice Perell on January 16, 2018. The action was scheduled to proceed to summary judgment in February 2023.

### ***5. Why is there a proposed settlement?***

The Plaintiff and the Defendants have agreed to the Proposed Settlement. The Proposed Settlement is a compromise of disputed claims against the defendants without any admission of liability by the defendants.

By entering the Proposed Settlement, the parties are seeking to avoid the costs and uncertainty of a trial and the potential delays in obtaining judgment. It also means that the

class members will not need to testify in court.

The Plaintiff and Class Counsel believe that the Proposed Settlement is in the best interests of all Class Members.

## **B. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

### ***6. Who is included in the proposed settlement?***

You are a Class Member and may be entitled to compensation under the Proposed Settlement if you fall within the following definition:

All persons having performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement between January 16, 2014 and January 16, 2018, exclusive of any person who only ever performed the duties of a project manager. (“**Class Members**”)

Note that the Class Action has been certified on January 16, 2018 and the proposed settlement concerns only those in the initially certified class for their work from January 14, 2014 to March 16, 2020.

Estates of Putative Class Members may be eligible. A claim must be filed under the Proposed Settlement by the Executor or Administrator of the Estate of the Putative Class Member.

If the Proposed Settlement is approved, all Putative Class Members, except those who validly opt out of the settlement, will be bound by the Proposed Settlement, and will automatically release any claims they may have against the Defendants relating to any conduct alleged, or which could have been alleged, in this action.

### ***7. What if I am not sure whether I am included in the proposed settlement?***

If you are not sure whether you are included in the Proposed Settlement, you may wish to reach out to Class Counsel: call 416-907-9249 ext 211 or visit <https://www.monkouselaw.com/deloitte-document-reviewer-class-action/>.

## **C. PROPOSED SETTLEMENT**

### ***8. What does the Proposed Settlement provide?***

If approved, the Proposed Settlement provides that Putative Class Members are eligible for compensation.

- 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 Defendants, and their contact information.
- The claims administrator, Monkhouse Law, will receive these claims forms and will review the records of the Defendants to corroborate the information contained therein.
- Monkhouse Law will send a notification letter to each Class Member and explain what they have concluded regarding the Class Member's work history.
- If a Putative Class Member disagrees with Monkhouse Law's assessment, they can file an appeal.
- Once all appeals are resolved, Monkhouse Law will calculate the estimated amount each putative Class Member is entitled to receive under the settlement using a pre-determined formula.

The Proposed Settlement is for a global, all-inclusive amount of \$2,400,000.00 inclusive of legal fees, Class Proceedings Fund Levy, disbursements, taxes, and/or settlement administration costs. The amount of approximately \$1,400,000 will be distributed to each Class Member according to a pre-determined formula based upon the dates each Eligible Class Member worked for the Defendants, the position worked, and the amounts earned by each Class Member as outlined in the "**Distribution Protocol**" appended to the "**Settlement Agreement**" which can be viewed in full at: <https://www.monkhouselaw.com/deloitte-document-reviewer-class-action/>.

**9. *What am I giving up in the proposed settlement?***

Once the Proposed Settlement becomes final, you will have given up your right to sue the Defendants in connection with the claims outlined in Section 4 of the Settlement Agreement. In other words, you will be "releasing" the Defendants from liability in connection with any conduct alleged, or which could have been alleged, in this action, including anything in respect of misclassification as an independent contractor from January 16, 2014, to March 16, 2020.

Section 7 of the Settlement Agreement contains a specific description of the released claims, so please read it carefully. If you have any questions about what this means, you may contact Class Counsel or you may engage your own lawyer. If you decide to retain your own lawyer, you are responsible for paying your lawyer's legal fees.

**10. *May I remove myself from the proposed settlement?***

Yes, but only for the period between January 16, 2018 and March 16, 2020. If the Proposed Settlement is approved, a notice will be sent describing the process for removing yourself from the class action. This is called "Opting Out".

If you do not wish to be a part of the class action, you must Opt-Out before a date that will be set by the Court. If you opt out, you will not be bound by any order made in this class action and you will not be eligible for compensation under the Proposed Settlement. You may hire and pay for your own lawyer and may be able to commence your own lawsuit. If you want to commence your own lawsuit, you must Opt-Out. If you Opt-Out, you must abide by all applicable limitation periods. We strongly recommend you consult a lawyer before deciding to opt out.

Further information on how to Opt-Out - and the deadline by which you must do so - will be available if the Proposed Settlement is approved.

<p><b>D. HOW TO RECEIVE A PAYMENT IF THE PROPOSED SETTLEMENT IS APPROVED</b></p>
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***11. How will I receive a payment?***

To be eligible to receive a payment under the Proposed Settlement, all Putative Class Members will be required to complete and submit a Claim Form. Monkhouse Law will assess all claims using a pre-determined formula agreed upon by the parties and approved by the court. Putative Class Members deemed eligible for compensation under the Proposed Settlement will not need to testify in court. Once the claim is verified, Putative Class Members will receive compensation as soon as reasonably possible.

Before anyone can file a Claims Form or have their eligibility to receive payment under the Proposed Settlement assessed, the Ontario Superior Court of Justice must decide whether to grant final approval of the Proposed Settlement and Fees (see the “**Approval Hearing**”, below).

If the Proposed Settlement is approved, you will receive additional information about the claims process, including the Claim Form, in a further notice.

***12. How will payments be calculated?***

Monkhouse Law will review your Claim Form and determine if you qualify for a payment. If you do, Monkhouse Law will determine the amount of your payment based on the pre-set formula described in the Settlement Agreement and approved by the court.

The amount each Putative Class Member will receive will depend on a few factors. They are:

- (1) The number of Putative Class Members that apply for payment;
- (2) The number of hours you worked for the Defendants; and
- (3) When you worked for the Defendants.

Monkhouse Law will review the Defendants' records to determine when each Putative Class Member worked for the Defendants, as well as each Putative Class Member's position with the Defendants. That calculation will be used to determine what share of the settlement amount the Putative Class Member will receive. The total payment will also be dependent on the number of Putative Class Members who apply for compensation under the Proposed Settlement and the total costs incurred in administering the settlement.

A complete copy of the Settlement Agreement can be found at:

<https://www.monkhouselaw.com/deloitte-document-reviewer-class-action/>

The Settlement Agreement explains fully how much is being paid and how it is being distributed.

### ***13. What if I disagree with the decision?***

If you disagree with how Monkhouse Law determined your entitlement under the Proposed Settlement, you can appeal their assessment within 30 days of the date of the Notification Letter.

<b>E. THE LAWYERS REPRESENTING YOU</b>
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### ***15. Who is Class Counsel?***

Monkhouse Law represents the Plaintiff, and the Class Members. If you want to be represented by or receive advice from another lawyer, you may hire one at your own expense.

### ***16. Do I have to pay Class Counsel anything?***

No.

Class Counsel is asking for the approval of fees, HST and disbursements in the amount of **[\$[CC's FEES]**. This amount will be paid directly by the Defendants from the total amounts set aside to settle the class action. Class Counsel will not be paid unless the Ontario Superior Court of Justice declares that the proposed legal fees are fair and reasonable.

You will not need to pay any legal fees out of your own pocket for services from Class Counsel relating to the Class Action. If a Class Member retains other lawyers or a personal representative, that Class Member is responsible for paying their own lawyer or representative's fees, disbursements, and taxes.

## **F. PARTICIPATING IN THE PROPOSED SETTLEMENT AND FEE APPROVAL HEARING**

You may participate in the hearing to voice your support for the proposed settlement, you may object to the proposed settlement if you disagree with all or part of it, and you may also voice support or disapproval of the proposed legal fees payments. The Court will consider your views.

Participation in the hearing is optional. You may choose to wait for the outcome of the hearing.

### ***17. How do I tell the Court if I support the proposed settlement?***

To express your support for the Proposed Settlement, the proposed legal fees, or both, you may write a letter or an email that includes the following:

- Your full name, contact information;
- A statement saying that you support the Proposed Settlement, legal fees, or both;
- The reasons you support the Proposed Settlement, legal fees, or both, along with any supporting materials; and
- Your signature or that of your legal agent acting with your instructions.

You may mail or email your letter to:

Deloitte Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900,  
Toronto, Ontario, M5J 2W4  
Email: [Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.com)

### ***18. How do I tell the Court if I do not like the proposed settlement or legal fees?***

To object to the proposed settlement, you may either:

- (a) **Make a written objection:** Write a letter or email that includes the following information:
  - Your full name, current mailing address, email address and telephone number;

- A statement saying that you object to the Proposed Settlement or the legal fees or both;
- The reasons you object to the Proposed Settlement, legal fees, or both, along with any supporting materials; and
- Your signature or that of your legal agent acting with your instructions.

(b) **Make an oral objection at the approval hearing:** You must fill out an Objection Form and indicate that you intend to appear at the hearing to object. The approval hearing before the Court is scheduled to be heard in Toronto, Ontario **on February 16, 2023**.

All objecting letters or emails, including any Objection Forms, must be sent on or before **February 13, 2023**, at 5:00 pm to:

Deloitte Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900,  
Toronto, Ontario, M5J 2W4  
Email: [alexandra@monkhouselaw.com](mailto:alexandra@monkhouselaw.com)

## G. THE APPROVAL HEARING

### ***19. When/where will the Court decide whether to approve the Proposed Settlement and/or the legal fees?***

The Ontario Superior Court of Justice will hold the Approval Hearing via Zoom on **February 16, 2023**. Zoom log-in details will be available from Class Counsel one week before the motion.

This is a public hearing, and you may attend if you wish. As a Class Member, you may also ask to speak, but you do not have to.

The hearing date could be moved to a different date or time without additional notice. If you plan to attend the hearing, we recommend you check Class Counsel website at <https://www.monkhouselaw.com/deloitte-document-reviewer-class-action/> or call 416-907-9249 ext 211.

At the hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and in the best interests of the Class. If there are objections, the Court will listen to the

people who submitted an Objection Form and asked to speak at the hearing.

After the hearing, the Court will decide whether to approve the Proposed Settlement. We cannot guarantee when the Court will release its decision.

The Court will, at the same, consider whether the proposed legal fees and honorarium for the Plaintiff are fair and reasonable.

**20. *What if I do nothing?***

If you do nothing, you are deemed to have accepted the Proposed Settlement. The approval hearing will proceed, and the Court will consider whether the proposed settlement is fair, reasonable, and in the best interests of the Class. You will have no further opportunity to make objections to the Court with respect to the Proposed Settlement.

<b>H. GETTING MORE INFORMATION</b>
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**21. *How do I get more information?***

This notice summarizes the proposed settlement. For full details, a copy of the Settlement Agreement is available at: <https://www.monkouselaw.com/deloitte-document-reviewer-class-action/>

If you have any questions, you may send them to:

Deloitte Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900,  
Toronto, Ontario, M5J 2W4  
Email: [Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.com)  
Call us at: 416-907-9249 ext 211

To ensure you do not miss any important notices please add Monkhouse Law to your Contacts or ensure emails from Monkhouse Law are not routed to your spam/junk folder by classifying them as a “Safe Sender”.



## APPENDIX 3: SHORT FORM NOTICE OF SETTLEMENT

### **SHORT FORM NOTICE OF SETTLEMENT APPROVAL AND CERTIFICATION**

#### **WERE YOU A DOCUMENT REVIEWER OF DELOITTE MANAGEMENT SERVICES LP OR DELOITTE & TOUCHE LLP BETWEEN JANUARY 16, 2014 AND January 16, 2018?**

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

#### **READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS**

##### **1. What is this lawsuit about?**

The representative plaintiff, Tarrie Phillip (the “**Plaintiff**”), commenced a class proceeding against the Corporate Defendants, Deloitte Management Services LP and Deloitte & Touche LLP (collectively, the “**Defendants**”). The Class is:

All persons having performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement between January 16, 2014 and January 16, 2018, exclusive of any person who only ever performed the duties of a project manager.

Note that the Class Action has been certified on January 16, 2018 and the proposed settlement concerns only those in the initially certified class for their work from January 14, 2014 to March 16, 2020.

This action was certified as a class proceeding on January 16, 2018.

The Plaintiff is seeking damages on behalf of document reviewers who worked for the Defendants between January 16, 2014, and January 16, 2018, for allegedly misclassifying the workers as independent contractors. 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 Mr. Justice Belobaba on [●].

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 proceeding if you fall within the following definition:

All persons having performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement between January 16, 2014 and January 16, 2018, exclusive of any person who only ever performed the duties of a project manager. (“**Class Members**”)

Note that the Class Action has been certified on January 16, 2018 and the proposed settlement concerns only those in the initially certified class for their work from January 14, 2014 to March 16, 2020.

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

Under the Settlement, the Defendants shall pay an all-inclusive amount of \$2,400,000.00 (the “**Gross Settlement Funds**”) in exchange for, among other things, a full and final release of the claims against the Defendants. The Gross Settlement Funds shall be reduced by Class Counsel's fees, HST, disbursements, settlement administration costs and/or an Honorarium. The remaining amount shall be available to be distributed in accordance with the Distribution Protocol in the Settlement, including a distribution to eligible class members.

**To be eligible to receive a payment under the Settlement, you must complete a Claims Form and return it to Monkhouse Law by [CLAIM DEADLINE].**

Claims Forms can be submitted to Monkhouse Law either by email or mail at the following:

Deloitte Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900,  
Toronto, Ontario, M5J 2W4  
Email: [Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.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.monkouselaw.com/deloitte-document-reviewer-class-action/>

**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 \$XXXX. This amount is inclusive of all HST and disbursements.

**6. Can I remove myself from the Class?**

You have the right to opt out of the class action, but only for the period between January 16, 2018 and March 16, 2020. 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 should 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.

**ANY OPT-OUT FORM MUST BE SUBMITTED BY [DATE, 2022] TO BE VALID.**

**7. Where can I get more information?**

You may also contact Class Counsel by calling them at 416-907-9249 ext 221 or by emailing them at: [Alexandra@monkhouselaw.com](mailto:Alexandra@monkhouselaw.com)

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

## APPENDIX 4: LONG FORM NOTICE OF SETTLEMENT

### **LONG FORM NOTICE OF SETTLEMENT APPROVAL AND CERTIFICATION**

**WERE YOU A DOCUMENT REVIEWER OF DELOITTE MANAGEMENT SERVICES LP OR DELOITTE & TOUCHE LLP BETWEEN JANUARY 16, 2014 AND JANUARY 16, 2020?**

#### **READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS**

The representative plaintiff, Tarrie Phillip (the “**Plaintiff**”), commenced a class proceeding against the Corporate Defendants, Deloitte Management Services LP and Deloitte & Touche LLP (collectively, the “**Defendants**”).

**The Court has approved a settlement reached on behalf of those individuals who fit into the following definition:**

All persons having performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement between January 16, 2014 and January 16, 2018, exclusive of any person who only ever performed the duties of a project manager.

Note that the Class Action has been certified on January 16, 2018 and the proposed settlement concerns only those in the initially certified class for their work from January 14, 2014 to March 16, 2020.

#### ***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 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.**

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, the Plaintiff is seeking damages on behalf of document reviewers who worked for Deloitte between January 16, 2014, and January 16, 2018, for allegedly misclassifying the workers as independent contractors. Monkhouse Law represents the proposed class (“**Class Counsel**”).

The Defendants have denied all 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 persons having performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement between January 16, 2014 and January 16, 2018, exclusive of any person who only ever performed the duties of a project manager.

Note that the Class Action has been certified on January 16, 2018 and the proposed settlement concerns only those in the initially certified class for their work from January 14, 2014 to March 16, 2020.

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

All Class Members, except those members 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.

### ***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 Defendants, and their current contact information. Those who fill out the forms will be referred to herein as Putative Class Members.
- Monkhouse Law will receive these claims forms and will review their records to corroborate the information contained therein.
- Monkhouse Law will send a notification letter to each Putative Class Member and explain what they have concluded regarding the Putative Class Member’s work history, and the value of their

claim.

- If a Putative Class Member disagrees with Monkhouse Law’s assessment, they can file an appeal.
- Once all appeals are resolved, Monkhouse Law will calculate the estimated amount each Putative Class Member is entitled to receive under the settlement using a pre-determined formula.

The Court has approved a global, all-inclusive settlement payment amount of \$2,400,000.00 (the “**Gross Settlement Funds**”) in exchange for, among other things, a full and final release of the claims against the Defendants. The Gross Settlement Funds shall be reduced by Class Counsel’s fees, HST, disbursements, settlement administration costs and/or an Honorarium. The remaining amount shall be available to be distributed in accordance with the Distribution Protocol in the Settlement Agreement, including a distribution to eligible class members, as described in greater detail below.

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 XXX. This amount is inclusive of legal fees, HST, and disbursements.

Full details of the settlement are available in the formal settlement agreement found at: <https://www.monkhouselaw.com/deloitte-document-reviewer-class-action/>.

### ***How Much Money Will I Get?***

The amount each class member will receive will depend on few factors:

- (1) The number of Putative Class Members that apply for payment;
- (2) The number of hours you worked for the Defendants; and,
- (3) When you worked for the Defendants.

Monkhouse Law will review the Defendants’ records to determine when each Class Member worked for the Defendant, as well as each Class Member’s position with the Defendant. That calculation will be used to determine what share of the settlement amount the Class Member will receive. The total payment will also be dependent on the number of Class Members who apply for compensation under the Settlement.

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 the misclassification of document reviewers at Deloitte from January 16, 2014 to March 16, 2020 as follows:

- (1) Monkhouse Law will consult the records provided by the Defendants regarding the class member's hours of work;
- (2) Monkhouse Law will assign 4% of the amounts received by the Class Members as vacation pay, will calculate the relevant holiday pay and overtime pay for weeks where the records show that the class member worked in excess of 44 hours.

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 and the total costs incurred in administering the settlement.

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.monkhouselaw.com/deloitte-document-reviewer-class-action/>.

The Defendants will make the payments as damages and will not be making tax deductions. If you have questions regarding the tax consequences, it is recommended that you call the Canada Revenue Agency at **1-800-959-8281**.

### ***How Do I Get This Money?***

**To be eligible to receive a payment under the Settlement, you must complete a Claims Form and return it to Monkhouse Law by [insert date].** 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 Monkhouse Law either by email or mail at the following:

Deloitte Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900,  
Toronto, Ontario, M5J 2W4  
Email: [Alexandra@monkhouselaw.com](mailto:Alexandra@monkhouselaw.com)

A copy of the Claims Form is attached to this notice. Copies are also available at <https://www.monkhouselaw.com/deloitte-document-reviewer-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?***

You also have the right to opt out of the class action, but only for the period between January 16, 2018 and March 16, 2020. By opting out, you reserve the right to make your own claim against the Defendants, including for any alleged misclassification. 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 advise that you consult a lawyer about any limitations issues before making the decision to opt out.

If you wish to opt-out of this class action, **you can only do so if you are part of the Extended Class (i.e., you worked between January 16, 2018 and March 16, 2020)**, and you must submit a complete and valid Opt-Out Form to Class Counsel by email, mail or fax no later than [CERT DATE + 120 Days] at the following:

Deloitte Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900, Toronto, Ontario, M5J 2W4  
Email: [Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.com).

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

1. The full name of this proceeding (*Tarrie Phillip v. Deloitte Management Services LP and Deloitte & Touche LLP*, or similar identifying words);
2. Your full name, current mailing address, email address and telephone number;
3. Your signature or the signature of a legal agent acting with your instruction; and
4. A brief statement:
  - (i) That you understand that you will be excluded from the class action and any benefits under the Settlement; and
  - (ii) Setting out the reason(s) for your decision to opt-out of the class action.

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.monkouselaw.com/deloitte-document-reviewer-class-action/>.

***Want More Information?***

Visit, call, or email Class Counsel at:



Website: <https://www.monkouselaw.com/deloitte-document-reviewer-class-action/>  
Email: [Alexandra@monkouselaw.com](mailto:Alexandra@monkouselaw.com)  
Telephone: 416-907-9249 ext 211

**SCHEDULE D – FINAL APPROVAL ORDER**

Court File No.: CV-15-00523524-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
 )  
JUSTICE BELOBABA ) .....THE  
 ) .....DAY OF .....2023  
 )

**B E T W E E N :**

TARRIE PHILLIP

Plaintiff

- and -

DELOITTE MANAGEMENT SERVICES LP and DELOITTE & TOUCHE LP

Defendants

Proceedings under the *Class Proceedings Act, 1992*, S.O. 1992, C.6

**ORDER  
(SETTLEMENT APPROVAL)**

**THIS MOTION** made by the Plaintiff for an Order approving the settlement agreement entered into between the Plaintiff and the Defendants and dismissing this action was heard this day by judicial videoconference at Toronto.

**AND ON READING** the materials filed, including the settlement agreement dated ● attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiff and the Defendants;

**AND ON BEING ADVISED** that the deadline for objecting to the Settlement Agreement has passed and there were ● objections to the Settlement Agreement;

**AND ON BEING ADVISED** that the deadline for opting out of the Action has passed, and ● persons validly and timely exercised the right to opt out;

**AND ON BEING ADVISED** that the Plaintiff and the Defendants consent to this Order:

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

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

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

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

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

6. **THIS COURT ORDERS** that, upon the Effective Date, the Releasors shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions they have commenced, without costs and with prejudice.

7. **THIS COURT ORDERS** that, upon the Effective Date, any other action commenced in Ontario by the Releasors in respect of any Released Claim shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

8. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

9. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding,

cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim.

10. **THIS COURT ORDERS** that the Short Form Notice of Settlement is approved, substantially in the form attached hereto as Schedule “A”.

11. **THIS COURT ORDERS** that the Long Form Notice of Settlement is approved, substantially in the form attached hereto as Schedule “B”.

12. **THIS COURT ORDERS** that the Distribution Protocol is approved, substantially in the form attached hereto as Schedule “C”.

13. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose 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.

14. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

15. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.

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

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

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The Honourable Justice Belobaba

## **SCHEDULE E – AGREED PRESS RELEASE**

FOR IMMEDIATE RELEASE:

February ■, 2023

Settlement Reached in Deloitte Class Action

Deloitte Management Services LP and Deloitte & Touche LLP and the representative plaintiff Tarrie Algernon Phillip have agreed to settle a class action commenced in 2015, on behalf of individuals who performed document review or e-discovery services at Deloitte pursuant to an independent contractor agreement, alleging among other things, that the document reviewers should, in law, have been classified as employees of the Defendants and not as independent contractors.

Without any admissions of liability, the settlement provides that the Defendants will pay an all-inclusive sum of \$2.4 million to settle the class members' claims and to also pay legal fees and the cost of distributing the settlement funds. The settlement must be approved by the Ontario Superior Court before it will become binding.

**TARRIE ALGERNON PHILLIP**  
PLAINTIFF

and

**DELOITTE MANAGEMENT SERVICES LP et al.**  
DEFENDANTS

**Court File No.:** CV-15-00523524-00CP

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

**Proceeding under the *Class***  
***Proceedings Act, 1992***

Proceeding commenced at TORONTO

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**ORDER**

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**Monkhouse Law**  
**Barristers and Solicitors**  
220 Bay Street, Suite 900  
Toronto, Ontario M5J 2W4

**Alexandra Monkhouse**  
LSO#: 70390L

**Andrew Monkhouse**  
LSO#: 64529L

Tel: (416) 907-9249  
Fax: (888) 501-7235

Lawyers for the Plaintiff