

Court File No. CV-21-00669432-00CP

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

Thursday, THE 9th th

)

JUSTICE GLUSTEIN

)

DAY OF March, 2023

BETWEEN

**JORDAN LOCK**

- and -

**WORKFORCE INC. AND SOS (SUDBURY) INC.**

**ORDER**

**(CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT  
APPROVAL)**

**THIS MOTION**, made by the Plaintiff, for an order certifying this action as a class proceeding for settlement purposes, approving the settlement agreement between the parties dated January 9, 2023 and attached to this order as **Schedule “A”** (the “**Settlement Agreement**”), and dismissing this action as against the Defendants with prejudice and without costs, was heard this day by video conference.

**ON READING** the materials filed, including the Settlement Agreement, and on hearing the submissions of counsel.

**AND ON BEING ADVISED** that the parties consent to this Order, with the exception of paragraph 18 of the Order, which is not supported or opposed by the Defendants:

***Certification and Class Definition***

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 this action is certified as a class proceeding for settlement purposes only;
3. **THIS COURT ORDERS** that the Class for settlement purposes is certified as follows:

All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants.

***Representative Plaintiff and Class Counsel***

4. **THIS COURT ORDERS** that Jordan Lock is appointed as the representative plaintiff on behalf of the Class for settlement purposes and that Monkhouse Law is appointed as Class Counsel.

***Common Issues***

5. **THIS COURT ORDERS** that the following issues are common to the Class for settlement purposes:
  - (a) What were the terms of the Class Members' contracts with the Defendants regarding training/certification?

- (b) Was the training/certification in issue required in order to work for the Defendants or was it optional or for the purposes of seeking either a promotion or other work (with the Defendants or others)?
- (c) Did the Defendants require, or direct, the Class Members to obtain the training/certification?
- (d) Is either of the Defendants liable to the Class Members in respect of any of the hours that the Class Members spent obtaining training/certification? If so, for which hours and in what amounts?

*Notification and Opting Out*

6. **THIS COURT ORDERS** that the Short-Form Notice of Certification and Settlement Approval attached as Schedule “B” to this order (the “**Short-Form Notice**”) and the Long-Form Notice of Certification and Settlement Approval attached as Schedule “C” to this order (“**Long-Form Notice**”) are approved;

7. **THIS COURT ORDERS** that within ten (10) days of the issuance of this order, Class Counsel shall send the Short-Form Notice to each Class Member by email to the individual’s last known email address, as set out in the Class Member List;

8. **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/workforce-and-sos-unpaid-training-class-action/>;

9. **THIS COURT ORDERS** that within five (5) days of the issuance of this order, Class Counsel shall issue a news release in a form approved by the Defendants to advise that settlement has been reached and to invite class members to make claims in accordance with the Settlement Agreement;

10. **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;

11. **THE COURT ORDERS** that the Opt-Out Deadline shall be **May 10, 2023**;

12. **THIS COURT ORDERS** that Class Members wishing to opt out must do so by the Opt-Out Deadline by completing the Opt-Out Form attached as Schedule “D” to the Settlement Agreement and delivering it to Class Counsel by regular mail, fax or email. A Class Member that provides Class Counsel with substantially the same information as found in the Opt-Out Form by the Opt-Out Deadline will also be deemed to have opted out of the Action.

13. **THIS COURT ORDERS** that Class Counsel will provide the Defendants with a list of the Class Members who opted out by the Opt-Out Deadline within 7 days of the Opt-Out Deadline.

14. **THE COURT ORDERS** that the Opt-Out Form attached as Schedule “D” to the Settlement Agreement, is approved.

15. **THIS COURT ORDERS THAT** any putative member of the Class who validly opts out of the Action shall have no further right to participate in the Action or to share in the distribution of any funds received as a result of the settlement of the Action;

***Settlement Approval***

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

17. **THIS COURT ORDERS** that the Settlement Agreement is fair and reasonable and in the best interests of the Class and is hereby approved pursuant to the *Class Proceedings Act, 1992*, and shall be implemented and enforced in accordance with its terms.

18. **THIS COURT ORDERS** that: (a) the portions of the Settlement Amount paid to Class Members under the Settlement Agreement are payments on account of general damages that are not in respect of employment remuneration or in respect of the loss of any employment; and (b) accordingly, no statutory deduction amounts (including, without limitation, income taxes, employment insurance premiums or Canada Pension Plan contributions) are required to be withheld or remitted by the Defendants.

19. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Class including those persons who are minors or mentally incapable and the requirements of Rule 7.04(1) and 7.08(4) of the Rules of Civil Procedure are dispensed with respect of this Proceeding.

20. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

21. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, the Releasors acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

22. **THIS COURT ORDERS AND DECLARES** 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, whether pursuant to legislation or at common law or equity in respect of any Released Claim.

23. **THIS COURT ORDERS** that upon the Effective Date, each Releasor shall indemnify and save harmless the Releasees from any and all claims or demands under any statute (including, without limitation the *Income Tax Act* of Canada, the *Income Tax Act* of the Province of Ontario and the *Employment Insurance Act* of Canada) in respect of any failure on the part of the Releasees to withhold, deduct or remit any income tax, Canada Pension Plan (“CPP”), Employment Insurance (“EI”), any other governmental benefit or program, or other statutory deductions, and any related interest or penalties.

***Ongoing Court Jurisdiction***

24. **THIS COURT ORDERS** that for the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Parties attorn to the jurisdiction of this Court for the purposes of implementing, administering and enforcing the Settlement Agreement and this Order and subject to the terms and conditions set out in the Settlement Agreement and this Order.

***Distribution Plan and Notice Plan***

25. **THIS COURT ORDERS** that the Distribution Plan (“Distribution Plan”) and Notice Plan (“Notice Plan”), as attached to the Settlement Agreement as Schedules B and C, respectively, are incorporated by reference into this Order and that unless otherwise defined in this Order, capitalized terms in this Order shall have the meanings set out in the Distribution Plan and Notice Plan.

26. **THIS COURT ORDERS** that Workforce or its nominee will be appointed as claims administrator in accordance with the provisions in the Settlement Agreement, including the Distribution Protocol.

27. **THIS COURT ORDERS** that Class Counsel will facilitate the Notice Plan, the gathering of Claims Forms and ancillary documents, the disposition of any claims, complaints or appeals by members of the Class, in accordance with the provisions of the Settlement Agreement, including the Distribution Protocol.

28. **THIS COURT ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

29. **THE COURT ORDERS** that the Claim Form, Appeal Form, Notification Letter and Payment Notification Letter are hereby approved substantially in the form attached as Appendices 1 through 4 of Schedule “B” to the Settlement Agreement.

30. **THIS COURT ORDERS** that the Claims Deadline shall be **June 10, 2023**, and any claim forms submitted after that date shall be invalid, subject only to the Monkhouse Law reasonably exercising its discretion to accept late claim forms for up to 15 days after the Claims Deadline, where the Class Member submitting a late Claims Form has a reasonable explanation for the late delivery of the claim.

***Termination***

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

***Dismissal of Action***

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

  
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JUSTICE GLUSTEIN



**SCHEDULE A - SETTLEMENT AGREEMENT**

**SETTLEMENT AGREEMENT**

Made as of January 9, 2023

Between

**JORDAN LOCK**

**Plaintiff**

and

**WORKFORCE INC. AND SOS (SUDBURY) INC.**

**Defendants**

Proceedings under the *Class Proceedings Act, 1992*

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## SETTLEMENT AGREEMENT

A. **WHEREAS**, on September 29, 2021, the Plaintiff, Jordan Lock, commenced a proposed class action seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc., in Canada and who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others;

B. **AND WHEREAS** the Plaintiff retained the law firm Monkhouse Law Employment Lawyers to pursue the Action;

C. **AND WHEREAS** the Plaintiff served his motion record to certify the Action on January 24, 2022;

D. **AND WHEREAS** the Parties and their counsel exchanged extensive without prejudice materials and engaged in two (2) days of mediated without prejudice settlement discussions facilitated by the Honourable Colin Campbell, K.C. acting as mediator on August 16, 2022 and September 27, 2022;

E. **AND WHEREAS** the Defendants deny the allegations in the Action and confirm that all employees of Workforce will be paid wages in accordance with the *Employment Standards Act, 2000* for any hours that Workforce requires them to spend in required training during their employment with Workforce, as of January 1, 2023.

E. **AND WHEREAS** as a result of the mediated negotiations and other without prejudice discussions, the Parties entered into an agreement to resolve the Action conditional on the court's approval of a comprehensive, formal settlement agreement;

F. **AND WHEREAS** the Parties wish to fully and finally resolve all matters in dispute between them relating to the Action;

**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 by the Parties that the Action should be dismissed against the Defendants with prejudice and without costs, subject to the approval of the Ontario Court, on the following terms and conditions:

## A. DEFINITIONS

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

- a) **Action** means the action issued in the Ontario Superior Court of Justice, *Jordan Lock v Workforce Inc. and SOS (Sudbury) Inc.*, bearing Court File No. CV-21-00669432-00CP.
- b) **Approval Hearing** means the hearing of the motion before the Ontario Court for the approval of this Settlement Agreement.
- c) **Class Counsel** means Monkhouse Law Employment Lawyers.
- d) **Class Counsel Fees** means the fees, disbursements, HST, and other applicable taxes and charges of Class Counsel.
- e) **Class or Class Members** means all non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 (for settlement purposes and pursuant to the Settlement Agreement) who received unpaid training from or at the direction of the Defendants.
- f) **Class Period** means January 1, 2011 to December 31, 2022 (for settlement purposes and pursuant to the Settlement Agreement) .
- g) **Common Issues** means the common issues listed as Schedule “A” to this Settlement Agreement.
- h) **Counsel for the Releasees and Defendants’ Counsel** means Fasken Martineau DuMoulin LLP.
- i) **Defendants** means Workforce Inc. and SOS (Sudbury) Inc.
- j) **Effective Date** means the date when the Final Approval Order has been received from the Ontario Court approving the Settlement Agreement, 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.
- k) **First Order** means the order of the Court, substantially in the form attached as Schedule “E” approving the short-form and long-form Notice of Certification and Settlement Approval Hearing substantially in the form of Appendices 1 and 2 to the **Notice Plan**, attached as **Schedule “C”** of the Settlement Agreement, and the method of dissemination of those notices in accordance with the Notice Plan.

- l) ***Final Approval Order*** means the order of the Court, substantially in the form attached as Schedule “F”, certifying the Action as a class action for settlement purposes and approving this Settlement Agreement in accordance with its terms.
- m) ***Honorarium*** has the meaning ascribed to it in Section 7.
- n) ***Motion for Defendant Employee Records*** has the meaning ascribed to it in Section 24.
- o) ***Notice of Certification and Settlement Approval*** means the short-form and long-form notice, substantially in the form of Appendices 3 and 4 to the Notice Plan, attached as Schedule “C” of the Settlement Agreement, which informs the Class of the certification of this Action for settlement purposes and the approval of this Settlement Agreement, and how to make a claim.
- p) ***Ontario Court or Court*** means the Ontario Superior Court of Justice.
- q) ***Opt-Out Deadline*** means the date by which Class Members must submit their Opt-Out Forms as set out in the Final Approval Order;
- r) ***Opt-Out Form*** means the template form set out in Schedule “D” of this Settlement Agreement;
- s) ***Order for Defendant Employee Records*** has the meaning ascribed to it in Section 25.
- t) ***Party*** and ***Parties*** means the Defendants, the Plaintiffs, and where necessary, the Class Members.
- u) ***Plaintiff or Representative Plaintiff*** means Jordan Lock.
- v) ***Released Claims*** means any and all manner of claims, complaints, proceedings, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether or not any Class Member has objected to the Settlement Agreement or this Release or makes a claim upon or received a payment from the Settlement Amount, whether directly, representatively, derivatively or in any other capacity, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers’ fees (including Class Counsel Fees), known or unknown, foreseen or unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, whether pursuant to the *Employment Standards Act, 2000*, S.O. 2000, c. 41 or any other statute or in equity, that the Releasors, or any of them, ever had, now has, or hereafter can, shall, or may ever have, on account of, or in any way related to any conduct alleged or that could have

been alleged in the Action, including without limitation, any such claims that have been asserted, would have been asserted or could have been asserted, including relating to the payment of compensation or wages for training of the Class Members.

w) ***Releasees*** means, jointly and severally, individually and collectively, the Defendants and each of their respective past and present direct and indirect parents, owners, subsidiaries, divisions, 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, present and future officers, directors, employees, agents, stockholders, attorneys, trustees, servants, representatives, and insurers, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

x) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiff and the Class Members and all of their respective past and present heirs, beneficiaries, executors, administrators, trustees, servants, agents, successors, assigns, and representatives, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the heirs, beneficiaries, executors, administrators, trustees, servants, agents, successors, assigns, and representatives of the foregoing, other than persons who validly and timely opt out or have already validly and timely opted out of the Action.

y) ***Settlement Agreement*** means this settlement agreement and all appendices and schedules thereto.

z) ***Settlement Amount*** means the all-inclusive amount of \$650,000, including all settlement benefits payable to Class Members, Class Counsel Fees, any and all costs and expenses of administering this settlement, taxes, and any other costs, expenses or charges associated with the Settlement Agreement.

aa) ***Workforce*** means Workforce Inc.

## **B. BEST EFFORTS TO SECURE COURT APPROVAL**

1. The Settlement Agreement is conditional upon the Court granting the Final Approval Order.
2. The terms of the Settlement Agreement will only become effective on the Effective Date.
3. Upon the Effective Date, the Action shall be dismissed with prejudice and without costs.

4. The Parties shall use their best effort to implement this Settlement Agreement and to secure the prompt, complete, and final dismissal with prejudice and without costs of the Action against the Defendants.

### **C. PAYMENT OF SETTLEMENT AMOUNT**

5. The Defendants shall pay the Settlement Amount, to be distributed in accordance with the Distribution Plan set out in **Schedule “B”** to this Settlement Agreement.

6. The Parties agree that the Settlement Amount is inclusive of Class Counsel Fees, as may be approved by the Court.

7. The Parties agree that the Settlement Amount is inclusive of an honorarium of up to \$15,000 for Jordan Lock, as may be approved by the Court (the “**Honorarium**”).

8. In no circumstances shall the Defendants be liable for any payments whatsoever to or on behalf of the Plaintiff, the Class, Class Counsel, or any third parties in excess of the Settlement Amount.

9. The Parties agree that if the Court does not approve the Class Counsel Fees or the Honorarium, or any portions thereof, such amounts will remain available for distribution from the Settlement Amount and will not revert to the Defendants.

10. The Parties agree that any portion of the Settlement Amount that remains after distribution will be paid to Don Valley Community Legal Services.

### **D. MOTIONS SEEKING FIRST ORDER, FINAL APPROVAL ORDER AND ORDER SEEKING APPROVAL OF CLASS COUNSEL FEES**

11. As soon as practicable following execution of this Settlement Agreement, the Plaintiff shall file a motion seeking the First Order.

12. Following issuance of the First Order, Class Counsel shall distribute the short-form and long-form Notice of Certification and Settlement Approval Hearing in accordance with the Notice Plan attached as **Schedule “C”** to the Settlement Agreement.

13. At the Plaintiff’s own expense, the Plaintiff will move as soon as practicable to obtain the Final Approval Order after the issuance of the First Order and the dissemination of the short-form and long-form Notice of Certification and Settlement Approval Hearing. The Defendants will consent to this relief to the extent it is in accordance with the Settlement Agreement.



14. The Plaintiff agrees that, in the motion for certification of the Action as a class proceeding for settlement purposes and for the approval of this Settlement Agreement, the only common issues that he will seek to define are the Common Issues and the only class that he will assert is the Class.

15. At the Plaintiff's own expense, the Plaintiff will also move for an order approving the Class Counsel Fees and the Honorarium.

16. The Defendants are not aware of any of the terms of the retainer agreement with Class Counsel. The Defendants recognize that the Class Counsel Fees are 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

17. Any Class Counsel Fees and Honorarium approved by the Court shall be reimbursed and paid solely out of the Settlement Amount and shall be paid to Class Counsel (in trust) out of the Settlement Amount within seven (7) days of the Effective Date or by such later date as the Court may order.

18. Workforce or its nominee will be appointed as claims administrator in accordance with the provisions in the Settlement Agreement, including the Distribution Protocol. Class Counsel will facilitate the Notice Plan, the gathering of Claims Forms and ancillary documents, the disposition of any claims, complaints or appeals by members of the Class, in accordance with the provisions of the Settlement Agreement, including the Distribution Protocol.

19. The costs of administering the Settlement Agreement (including the cost of sending replacement payments in the case of lost payments, and any costs associated with any steps outlined in the Distribution Plan and the Notice Plan found at **Schedule "B"** and **Schedule "C"** to the Settlement Agreement) shall be paid out of the Settlement Amount subject to Court approval.

20. Class Counsel will give notice of the Final Approval Order in accordance with the procedures outlined in the Notice Plan found at **Schedule "C"** to the Settlement Agreement.

21. Class Members wishing to opt out must do so by the Opt-Out Deadline by completing the Opt-Out Form found at **Schedule "D"** to the Settlement Agreement and by delivering it to Class Counsel by regular mail, fax or email. A Class Member that provides Class Counsel with substantially the same information as found in the Opt-Out Form by the Opt-Out Deadline will also be deemed to have opted out of the Action.

22. Class Counsel will provide the Defendants with a list of the Class Members who opted out by the Opt-Out Deadline within 7 days of the Opt-Out Deadline.

23. In the event the Settlement Agreement is not approved by the Court, or otherwise fails to take effect for any reason, the Settlement Agreement shall be null and void and have no further force or effect, 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.

#### **E. MOTION FOR DEFENDANT EMPLOYMENT RECORDS**

24. The Plaintiff may bring a motion, at the same time as the motion for the First Order, seeking an order in the form attached as Schedule G for production from the Defendants of certain employment data relating to Class Members that is reasonably necessary to administer the Distribution Plan set out in Schedule “B” and the Notice Plan set out in Schedule “C” to the Settlement Agreement, and that is reasonably available to the Defendants (the “**Motion for Defendant Employee Records**”).

25. The Defendants will not oppose such an order to the extent that it is substantially in the form attached as Schedule G (the “**Order for Defendant Employee Records**”) providing that:

- a) To the extent that it is known to Workforce or SOS, or is readily available to them from their records, Workforce will provide Class Counsel with the last known contact information for Class Members, including, where available, last known physical addresses, phone numbers, and email addresses.
- b) To the extent that it is known to Workforce or SOS, or is readily available to them from their records, Workforce will provide Class Counsel with the position(s) each class member held during the class period. The positions will be identified as follows: labourer, attendant, coordinator or rescue.
- c) Workforce will provide all the relevant data in excel format and organized alphabetically by the last name of the individual class members.

#### **F. RELEASES AND NON-DISPARAGEMENT**

26. Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them,

whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

27. The Plaintiff and Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

28. 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, whether pursuant to legislation or at common law or equity in respect of any Released Claim.

29. The Releasors further agree to indemnify and save harmless the Releasees from any and all claims or demands under any statute (including, without limitation the *Income Tax Act* of Canada, the *Income Tax Act* of the Province of Ontario and the *Employment Insurance Act* of Canada) in respect of any failure on the part of the Releasees to withhold, deduct or remit any income tax, Canada Pension Plan ("CPP"), Employment Insurance ("EI"), any other governmental benefit or program, or other statutory deductions, and any related interest or penalties.

30. Class Counsel and the Representative Plaintiff agree that they will not make any disparaging or derogatory remarks about Workforce Inc. or SOS (Sudbury) Inc, its officers, directors, employees, servants, or agents. Class Counsel and the Representative Plaintiff further agree that they will not encourage any other person or entity to make any derogatory statement or disparaging statement about Workforce Inc. or SOS (Sudbury) Inc., its officers, directors, employees, servants, or agents. 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 and with clause 32 below.

31. Workforce Inc. and SOS (Sudbury) Inc. and its directors and officers also agree that they will not make any disparaging or derogatory remarks about the Representative Plaintiff or Class Counsel. Workforce Inc. and SOS (Sudbury) Inc. and its directors and officers further agree that they

will not encourage any other person or entity to make any derogatory statement or disparaging statements about the Representative Plaintiff or Class Counsel. This clause shall not operate to prevent the Defendants or their lawyers or other representatives from communicating with the media or responding to media inquiries, but such communications or responses shall comply with this clause.

32. The Plaintiff and Class Counsel acknowledge that Workforce Inc. and SOS (Sudbury) Inc. deny the allegations made in the Action and deny any liability whatsoever to the Class Members in respect of the issues in the Action. In the event that Class Counsel or the Representative Plaintiff communicate with the media, or respond to media inquiries, they shall expressly confirm this acknowledgement.

#### **G. COOPERATION AND ASSURANCES**

33. The Parties, through counsel, will consent to such orders and sign such other documentation as is reasonably required to give effect to the Settlement Agreement and undertake to seek no additional relief in respect of the Action nor make any submissions to the Court other than as may be required to obtain the Final Approval Order.

#### **H. MOTIONS FOR DIRECTIONS**

34. While either or both of the Parties may apply to the Court for directions in respect of the interpretation, implementation and administration of this Settlement Agreement, the Parties agree to appoint the Honourable Colin Campbell, K.C. to mediate or arbitrate any disputes or issues arising from this Settlement Agreement.

35. All motions contemplated by, or relating to, this Settlement Agreement shall be on notice to the Parties.

#### **I. PUBLIC DISCLOSURE RESPECTING THE SETTLEMENT AGREEMENT**

36. Class Counsel is not precluded from disclosing or referencing any aspect of the Settlement Agreement that is a matter of public record once the Court has granted the First Order.

37. 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; however, all such communications shall be in accordance with the Settlement Agreement.

## J. MISCELLANEOUS

38. 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.

39. The recitals, schedules, appendices and headings to this Settlement Agreement form part of the Settlement Agreement.

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

41. This Settlement Agreement will be binding upon and inure to the benefit of the Plaintiff, the Class Members, the Defendants, the Releasees, the Releasors and their respective successors, assigns, heirs, administrators and/or legal representatives.

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

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

**JORDAN LOCK, on his own behalf and on behalf of the Class that he proposes to represent, by his counsel:**



Name: **Alexandra Monkhouse**

**Workforce Inc. and SOS (Sudbury) Inc., on their own behalf, by their counsel:**



Name: **Vera Toppings**

**SCHEDULE A – PROPOSED COMMON ISSUES**

- 1) What were the terms of the Class Members' contracts with the Defendants regarding training/certification?
- 2) Was the training/certification in issue required in order to work for the Defendants or was it optional or for the purposes of seeking either a promotion or other work (with the Defendants or others)?
- 3) Did the Defendants require, or direct, the Class Members to obtain the training/certification?
- 4) Is either of the Defendants liable to the Class Members in respect of any of the hours that the Class Members spent obtaining training/certification? If so, for which hours and in what amounts?

## SCHEDULE B - DISTRIBUTION PLAN

### A. Definitions

1. All capitalized terms not otherwise defined in the Distribution Plan have the meaning ascribed to them in the Settlement Agreement.

### B. Payment of Funds

2. Workforce will, within 7 (seven) days of the issuance of the Final Approval Order, or by such later date as the Court may order, pay from the Settlement Amount the approved amount of Class Counsel Fees and the Honorarium to Class Counsel, in trust. The remaining Settlement Amount following any payments on account of approved Class Counsel Fees and the Honorarium is referred to as the “**Net Settlement Fund Proceeds**”.
3. Workforce will pay the Net Settlement Fund Proceeds as set out herein.

#### *The Claims Form*

4. In order to be eligible to receive any payment pursuant to the Settlement Agreement, Class Members must complete a claims form substantially in the form attached as Appendix 1 (“**Claims Form**”) and return it to Class Counsel. Any Claims Forms (or information set out in the Claims Forms) must be received by Class Counsel within 90 days of the Notice of Certification and Settlement Approval, or such other date as determined by the Court, in order for the Class Member to be eligible to receive compensation (“**Claims Deadline**”).
5. An incomplete or improperly completed Claims Form will not, on its own, be grounds to deny a Class Member compensation where the Claims Form has been submitted to Class Counsel by the Claims Deadline. Class Counsel will, upon receipt of any incomplete or improperly completed Claims Form within the Claims Deadline, contact the Class Member and make reasonable efforts to remedy any deficiencies with the Claims Form.

#### *Review of Claims Forms*

6. Within 60 days of the Claims Deadline, Class Counsel will review the Claims Forms and any other information and documents received from Class Members with or apart from the Claims Forms,

the information provided by the Defendants pursuant to the Motion for Defendant Employee Records, and any other document Class Counsel deems relevant, in order to determine, for each Class Member who submitted a claim within the Claims Deadline, the following:

- a) during what period the Class Member worked for either of the Defendants; and
- b) for each year when the Class Member worked for the Defendants, whether the Class Member worked as a Labourer, Attendant, Rescue or Coordinator.

7. Class Counsel will record its determinations and make them available to Workforce (the “**Draft Notification Determinations**”).

8. Workforce will review the Draft Notification Determinations and may, but is not obliged to, provide comments to Class Counsel. Class Counsel will then determine if any adjustments are required. The final determinations will be referred to as the “**Finalized Notification Determinations**”.

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

9. Within 90 days of the Claims Deadline and following Workforce’s review (as set out in paragraph 8 above), Class Counsel will send each Class Member who delivered a timely Claims Form an individualized notification letter setting out the Finalized Notification Determination regarding the Class Member’s work history and the estimated amount, calculated pursuant to the process outlined in this Distribution Plan, that the Class Member shall receive, substantially in the form attached as Appendix 2 (the “**Notification Letter**”).

10. Class Counsel will send each Notification Letter using the mailing address or email address, supplied by the Class Member on the Claims Form or supplied by the Class Member in some other satisfactory manner. The Parties agree that the intention is to make reasonable efforts to ensure that the Class Member receives the Notification Letter.

11. Class Counsel will enclose with the Notification Letter an appeals form, which will outline how the Class Member can appeal the conclusions as set out in the Notification Letter, substantially in the form attached as Appendix 3 (the “**Appeal Form**”).

***Appeals***

12. Any Class Member dissatisfied with the contents of the Notification Letter may appeal to Class Counsel by completing an Appeal Form, and submitting it to Class Counsel by regular mail, fax, or email.



13. Class Counsel will review an Appeal Form before it engages the appeal process described in sections 15 to 17 below and may determine that the appeal should be accepted. In such a case, Class Counsel will issue a decision in the form of a fresh Notification Letter sent to the affected Class Member by email.

14. In order to appeal, Class Counsel must have received the Class Member's Appeal Form and any enclosures within thirty (30) days of the date on which the Class Member received the Notification Letter. The Class Member will be deemed to have received a Notification Letter by mail five (5) business days after the Notification Letter is mailed or emailed.

15. For each appeal, Class Counsel will provide the affected Class Member with a copy of any documents relied on to make the Finalized Notification Determination within four (4) weeks of the filing of the appeal.

16. The affected Class Member will then have two (2) weeks within which to email any submissions they may wish to make in support of their appeal.

17. Workforce will then have two (2) weeks in which to email any submissions they may wish to make in support of the Finalized Notification Determination set out in the Notification Letter.

18. Within two (2) weeks of the date on which the submissions were due pursuant to section 17, Class Counsel will issue a decision in the form of a fresh Notification Letter sent to the affected Class Member by email.

19. If a Class Member does not appeal, they shall be deemed to have accepted the contents of the Notification Letter.

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

20. Once all appeals have been resolved and the deadline for all appeals has passed, Class Counsel will calculate the amounts owing to each Class Member who is entitled to receive payment.

21. Class Counsel's calculations will follow the formulae and steps set out in the present section and will be conducted in a form and manner that will permit reasonable reporting to Workforce.

22. Workforce will review Class Counsel's calculations and advise if it is aware whether any adjustments are required.

23. All figures calculated by Class Counsel will be rounded down to the nearest 1/100 (hundredths) of a decimal point.

**Step 1 – Position in each relevant year**

24. For each Class Member entitled to receive payment, Class Counsel will determine the position the Class Member occupied in each year of the Class Period (either Labourer, Attendant, Rescue or Coordinator) when the Class Member worked for either of the Defendants.

25. Class Counsel will use all the available records to Class Counsel to make this determination and any documents provided by the Class Members as part of their submitted Claim Form.

26. If a Class Member worked multiple positions, only the highest position will be considered for the purposes of the determination of the Claim Amount (defined below).

27. The ranking of positions for the purposes of the Distribution Plan is as follows:

- 1) Coordinator
- 2) Rescue
- 3) Attendant
- 4) Labourer

28. For the purposes of this Distribution Plan, the initially assumed claim value of each of the positions will be as follows for each year when the Class Member worked for the Defendants:

- 1) Coordinator: \$2,610
- 2) Rescue: \$1,825
- 3) Attendant: \$1300
- 4) Labourer: \$700

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

29. For each Class Member entitled to receive payment, Class Counsel will then add up all of the values assigned in Step 1 for each of the years the Class Member worked for the Defendants (the “**Claim Amount**”).

30. Class Counsel will then add up all the Claim Amounts and divide the total by the Net Settlement Fund Proceeds.

31. The quotient derived from this calculation will be rounded down to the nearest 1/100 (one hundredth) of a decimal point (the “**Main Quotient**”).

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

32. For each Class Member entitled to receive a payment, Class Counsel will determine the amounts to be paid as follows:

Claim Amount / Main Quotient (“**Payment Amount**”)

33. Class Counsel will prepare for Workforce’s review the Payment Notification Letters, substantially in the form attached as Appendix 4 (the “**Payment Notification Letter**”).

34. 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.

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

Step 4 - Payment Notification Letter and Payments

36. 60 days after the appeals process is complete:

- (a) Class Counsel will send each Class Member entitled to receive payment an individualized Payment Notification Letter;
- (b) provide Workforce a copy of each such letter sent; and
- (c) confirm to Workforce once all of the Payment Notification Letters have been sent.

37. Within 30 days after receiving the confirmation from Class Counsel that all Payment Notification Letters have been sent to all Class Members under section 36 above, Workforce will either deposit the Class Member’s payment into their banking account, where such information is available to Workforce, or otherwise send by mail a cheque in the amount to be paid.

***Statutory Deductions***

38. Class Counsel will request an order from the court that: (a) the portions of the Settlement Amount paid to Class Members be classified as general damages that are not in respect of employment remuneration or in respect of the loss of any employment; and (b) accordingly, no statutory deduction amounts are to be withheld or remitted by Workforce. The Defendants will not support or oppose this request. In any event, each Class Member will be responsible for the tax and

other consequences of the receipt of any payments pursuant to this settlement, including income tax, employment insurance premiums and Canada Pension Plan contributions, if any.

39. If Class Counsel does not obtain the order referred to in Section 38 above, then: (a) all references to the classification of payments to Class Members, and the approach to statutory deductions, that are contained in the schedules or appendices to the Settlement Agreement shall be revised as necessary before publication/dissemination; and (b) Workforce will make statutory deductions from each payment to a Class Member as though the payment was in respect of employment remuneration.

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

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

### **C. Reports**

41. Class Counsel will provide Workforce with reports of its progress. The reports will include information concerning the following:

- a) the number of Class Members who have filed a Claims Form (or other information for the purposes of initiating a claim);
- b) a summary of Class Counsel's efforts to contact Class Members;
- c) the number of appeals filed; and
- d) the application by Class Counsel of the formulae set out in this Distribution Plan.

42. Workforce will provide Class Counsel with periodic reports of the following:

- a) the number, recipients and amounts of payments made; and
- b) the remaining Net Settlement Fund Proceeds available.

### **D. Undeliverable and Uncashed Cheques**

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

44. In the event that a cheque provided to any Class Member is uncashed after 6 months, the cheque will be considered stale and the amount will revert to the Settlement Amount.

45. The process set out in this Distribution Plan should result in there being no Net Settlement Fund Proceeds remaining after distribution, with the exception of any stale or undeliverable cheques.

46. If, as a result of cheques being undeliverable or stale, any Net Settlement Fund Proceeds remain, such amounts will be paid to Don Valley Community Legal services, a legal-aid clinic that provides legal assistance to workers.

#### **E. Final Report**

47. Within sixteen (16) months of the date of the Final Approval Order, the Defendants will provide Class Counsel with a final report indicating the amounts paid to Class Members and documents confirming the distributions.

48. The costs of preparing the final report shall not be borne from the Settlement Funds or Net Settlement Fund Proceeds.

**APPENDIX 1: CLAIMS FORM**

# **WORKFORCE INC CLASS ACTION SETTLEMENT - CLAIMS FORM**

For Claims Administration 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	
8. If any of this information is different than what Workforce Inc. and SOS (Sudbury) Inc. may have on record, please list.	

**9. Estate Information**

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.

Name of Legal Representative:

Phone number:

Email:

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.

Signature\_\_\_\_\_

**PART 2 – INFORMATION REGARDING CLAIM**

9. What was your position(s) with SOS (Sudbury)Inc. or Workforce Inc and when were you employed? Check Rows that apply	Year	Labourer	Attendant	Rescue	Coordinator	
Class Counsel will use any Workforce and SOS records available to determine what position(s) you worked. If you have any documents that show what position you held, please enclose them.  Relevant documents may be: emails, receipts, pay stubs, etc.	2011					
	2012					
	2013					
	2014					
	2015					
	2016					
	2017					
	2018					
	2019					
	2020					
	2021					
	2022					

**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. Workforce Inc. and SOS (Sudbury) Inc., (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. 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 governmental or authorized authority to any payment you may receive under this settlement

### 11. Privacy Statement and Consent

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 in connection with this form or your claim for the purpose of executing the terms of the Settlement Agreement. The collection, use and disclosure of any personal information received 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)
  - Copy of Government Issued ID
  - Copy of Void 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:

**Workforce Inc. and SOS (Sudbury) Inc. Class Action**

c/o Monkhouse Law, 220 Bay Street, Suite 900, Toronto, Ontario, M5J 2W4

[workforce.classaction@monkouselaw.com](mailto:workforce.classaction@monkouselaw.com)

**If you do not provide your Blank Cheque or Banking Information for Direct Deposit, any payments to you under 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 Workforce Class Action Settlement process, your Claim Form, the information you provided, and available Workforce records have been reviewed to determine your work history. The amounts you will receive depend on your work history and the total number and value of other claims received.

According to our review, you have held the following positions and the following amounts are assigned for each year:

Year	Highest Position Held	Assigned Amount as per the Settlement Agreement
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
<b>The Total Value of your claim adding up all the amounts listed above</b>		<b>\$</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 what positions they held with SOS (Sudbury)Inc. or Workforce.

If you disagree with the above assessment, you may appeal the 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 the number of Class Members who apply for the settlement few factors. These factors include:

- (1) The number of Class Members that apply for payment;
- (2) The years when you worked for SOS (Sudbury) Inc. or Workforce
- (3) The positions you held with the Defendants- labourer, attendant, rescue or coordinator.

The monies are distributed as follows:

For each year when you worked for the Defendants, Class Counsel determines which was the highest position you held and then assigns the following assumed amounts for each applicable year:

- 1) Coordinator: \$2,610
- 2) Rescue: \$1,825
- 3) Attendant: \$1300
- 4) Labourer: \$700

For example, if a Class Member worked as Labourer and Attendant in 2020 and as Attendant and Coordinator in 2021, they will be assigned \$1300 for 2020 and \$2,610 for 2021. The total claim amount would be \$3,910.

All of these figures are **starting points**; the amount you will actually paid could be more or less than these numbers depending on the number of Class Members who make a claim on the Settlement and what their work performed for Workforce was like.

### ***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.

All of the assessment amounts will be added up. If the total 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 the assessment of my claim. How do I appeal?***

If you disagree with the determination of the years you worked and the positions you held, you must submit the attached Appeal Form within 30 days of the date you received this Notification Letter, which is deemed to be 5 days after it was emailed or mailed to you..

Please email your completed Appeal Form to: **workforce.classaction@monkhouselaw.com**

All appeals will be decided by Class Counsel.

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

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

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

**APPENDIX 3: APPEAL FORM**

**APPEAL FORM - WORKFORCE INC. AND SOS (SUDBURY) INC. CLASS ACTION  
SETTLEMENT**

<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>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. Name of Legal Representative:</p> <p>Phone number:</p> <p>Email:</p> <p>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.</p> <p>Signature_____</p>	
<b>PART 3 – REQUEST FOR REVIEW OF DECISION REGARDING WORK COMPLETED OR ENTITLEMENT</b>	
<b>8. Date of Notification (dd/mm/yyyy)</b> Please attach a copy of the Notification Letter	
<b>9. On a separate page, please set out the reasons you are seeking an appeal of the decision set out in your Notification Letter (the “Decision”). In order to successfully appeal the Decision, you will need to explain to the Referee the basis on which you believe Class Counsel incorreced determined the years you worked with the Defendants and the roles held during those years.</b>	
<b>PART 4 – PRIVACY INFORMATION AND CONSENT</b>	



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 Workforce Inc. and SOS (Sudbury) Inc. 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**

This form should be submitted to:

**Workforce Inc. and SOS (Sudbury) Inc. Class Action**

c/o Monkhouse Law, 220 Bay Street, Suite 900, Toronto, Ontario, M5J 2W4

[workforce.classaction@monkouselaw.com](mailto:workforce.classaction@monkouselaw.com)

**APPENDIX 4: PAYMENT NOTIFICATION LETTER**

**Payment Notification Letter [Date]**

**[INSERT NAME]**

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

The total amount available for Distribution to all Class Members was **\$(insert Net Proceeds)**. The amount allocated for payment to you, individually, is **\$(insert amount)**.

**[The amount will be deposited by Workforce into the bank account you had indicated in your claim form.]**

**[OR**

**A cheque in this amount in your name will be mailed to you by Workforce. 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 statutory deductions have been withheld or remitted from this payment as the amounts were paid as general damages.

Amounts may be owed to the Canada Revenue Agency (“CRA”), and potentially to other government agencies because of this payment. You are responsible for making any such payments to the CRA and any other required authority. 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:

**Workforce Inc. and SOS (Sudbury) Inc. Class Action**

c/o Monkhouse Law, 220 Bay Street, Suite 900, Toronto, Ontario, M5J 2W4

[workforce.classaction@monkouselaw.com](mailto:workforce.classaction@monkouselaw.com)

For more information on the Class Action and the settlement, including the Court-approved formulas and claims process, please visit Class Counsel's website:  
<https://www.monkouselaw.com/workforce-and-sos-unpaid-training-class-action/>

## **SCHEDULE C - NOTICE PLAN**

- 1) All capitalized terms not otherwise defined in the Notice Plan have the meaning ascribed to them in the Settlement Agreement.
- 2) All costs associated with giving notice to Class Members pursuant to this Notice Plan will be paid from the Settlement Amount except that Class Counsel will pay the cost, if any, of posting notices on its website and sending emails.

### **A. Identification of Class Members**

- 3) Pursuant to the Order for Defendant Employee Records, to the extent that it is known to the Defendants, or is readily available to them from their records, Workforce will compile a list of last known contact information for Class Members as it exists in Workforce's employment records, including, where available, last known physical addresses, phone numbers, and email addresses (the "Class Member List").
- 4) The Defendants shall provide Class Counsel the Class Member List within twenty-five (25) days of the Court issuing the Order for Defendant Employee Records.

### **B. Communications with Class Members**

- 5) All of the Defendants' and Class Counsel's communications with Class Members will be sent to the Class Members' most recent email address, where available, as set out in the Class Member List. Where no email address is available, or the email is returned as undeliverable, the communication shall be sent to the Class Member's last known physical address.
- 6) Any communications from the Defendants to the Class will be sent from an email address or on letterhead associated with Workforce.

### **C. Notice of Certification and Settlement Approval Hearing**

- 7) Following the issuance of the First Order by the Court:
  - a) 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;
  - b) within five (5) days of receiving the Class Member List from the Defendants, Class Counsel shall send the short-form Notice of Certification and Settlement Approval Hearing, attached as Appendix 1 to this Notice Plan (the "Short-Form Notice of Certification and Settlement

Approval Hearing”), to each Class Member at the email address set out in the Class Member List;

- c) Within five (5) days of the First Order having been issued by the Court, Class Counsel shall post a copy of the Short-Form Notice of Certification and Settlement Approval Hearing and a copy of the long-form Notice of Certification and Settlement Approval Hearing, attached as Appendix 2 of this Notice Plan (the “Long-Form Notice of Certification and Settlement Approval Hearing”), on Class Counsel’s website, at <https://www.monkhouselaw.com/workforce-and-sos-unpaid-training-class-action/>; and
- d) Class Counsel will send the Short-Form Notice of Certification and Settlement Approval Hearing to all Class Members who contacted Class Counsel about the proceeding using the contact information provided by the Class Member.

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

- 8) Following the issuance of the Final Approval Order by the Court:
  - a) Within ten (10) days of the Final Approval Order being issued, Class Counsel shall send the short-form Notice of Certification and Settlement Approval, attached as **Appendix 3** to this Distribution Plan (the “**Short-Form Notice of Certification and Settlement Approval**”), to each Class Member by email to the individual’s last known email address, as set out in the Class Member List.
  - b) Within five (5) days of the Final Approval Order having been issued by the Court, Class Counsel shall post a copy of the Short-Form Notice of Certification and Settlement Approval and a copy of the long-form Notice of Settlement Certification and Approval, attached as **Appendix 4** to this Distribution Plan (the “**Long-Form Notice of Certification and Settlement Approval**”), on Class Counsel’s website, at <https://www.monkhouselaw.com/workforce-and-sos-unpaid-training-class-action/>
  - c) Within five (5) days of the Final 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.
  - d) Class Counsel will send the Short-Form Notice of Certification and Settlement Approval to all Class Members who contacted Class Counsel about the proceeding using the contact information

provided by the Class Member.

**E. Opt-Out Process**

9) As set out in the Settlement Agreement, Class Members may opt out of the Action by delivering to Class Counsel a completed Opt-Out Form in the form attached as Schedule D of the Settlement Agreement.

10) Class Members are to deliver the completed Opt-Out Forms to Class Counsel by mail, fax, or email at the following address, by no later than 5:00 p.m. on the Opt-Out Deadline:

Workforce Inc. and SOS (Sudbury) Inc. Class Action

c/o Monkhouse Law, 220 Bay Street, Suite 900, Toronto, Ontario, M5J 2W4

Email: [workforce.classaction@monkhouselaw.com](mailto:workforce.classaction@monkhouselaw.com)

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

**APPENDIX 1: SHORT FORM NOTICE OF CERTIFICATION AND SETTLEMENT  
APPROVAL HEARING**



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

**WERE YOU AN EMPLOYEE OF SOS (SUDBURY) INC. OR WORKFORCE INC. BETWEEN JANUARY 1, 2011 AND DECEMBER 31, 2022**

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

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

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

On September 29, 2021, Jordan Lock (the “**Plaintiff**”), commenced a proposed class action seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc. (the “**Defendants**”) who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others. The Defendants have denied all the plaintiff’s allegations.

Monkhouse Law represents the proposed class (“**Class Counsel**”).

The parties to the 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 Class Counsel’s request for payment of its 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 **XXXX, 2023 at 10 AM** by Zoom to certify this action as a class proceeding and 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 non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants. (“**Class Members**”)

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

Under the Proposed Settlement, the defendants shall pay an all-inclusive amount of \$650,000 (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 \$267,232 in respect of Class Counsel’s fees, HST and disbursements to be paid from the Gross Settlement Funds and an honorarium for the Plaintiff of \$15,000.

The Gross Settlement Funds will be reduced by Class Counsel’s fees, HST, disbursements, and settlement administration costs, should the settlement be approved by the Court. The remaining amount of approximately \$367,768 will be available to be distributed in accordance with the Distribution Plan in the Proposed Settlement.

#### **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/workforce-and-sos-unpaid-training-class-action/>

In addition, if this action is certified as a class proceeding and the Proposed Settlement is approved, you will have the right to opt-out of the class action.

#### **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/workforce-and-sos-unpaid-training-class-action/>

If you would like more information, you may also contact the lawyers who represent Mr. Lock. To reach the lawyers at Monkhouse Law, please call 416-907-9249 or email [workforce.classaction@monkouselaw.com](mailto:workforce.classaction@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 CERTIFICATION AND SETTLEMENT  
APPROVAL HEARING**

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

**WERE YOU AN EMPLOYEE OF SOS (SUDBURY) INC. OR WORKFORCE INC. BETWEEN JANUARY 1, 2011 AND DECEMBER 31, 2022**

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

On September 29, 2021, Jordan Lock (the “**Plaintiff**”), commenced a proposed class action seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc. (the “**Defendants**”) who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others. The Defendants have denied all the plaintiff’s allegations.

Monkhouse Law represents the proposed class (“**Class Counsel**”).

The parties to the 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 non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants. (“**Class Members**”)

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 **XXXX, 2023, at 10 AM** by Zoom to certify this action as a class proceeding and 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?

<b>A. BASIC INFORMATION</b>
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**1. *Why did I get this notice?***

The Ontario Superior Court of Justice authorized this notice to let potential Class Members know about the Proposed Settlement.

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?***

On September 29, 2021, Jordan Lock (the "Plaintiff"), commenced a proposed class action seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc. (the "Defendants") who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others. The Defendants have denied all the plaintiff's allegations.

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

This case has not yet gone to trial. A judge has not made any decision regarding the certification of this proposed class action or the merits of this lawsuit. The parties reached the Proposed Settlement before the "certification motion" was heard and decided by the court.

**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 into 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 non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants. (“**Class Members**”)

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/workforce-and-sos-unpaid-training-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.
- Class Counsel will receive these claims forms and will review the records of the Defendants to corroborate the information contained therein.
- Class Counsel will send a notification letter to each Putative Class Member and explain what they have concluded regarding the Putative Class Member’s work

history.

- If a Putative Class Member disagrees with the assessment, they can file an appeal with a designated referee.
- Once all appeals are resolved, Class Counsel 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 for a global, all-inclusive amount of \$650,000, inclusive of legal fees, disbursements, taxes, and settlement administration costs. The amount of approximately \$367,768 will be divided among Class Members who file valid claims, according to a pre-determined formula based upon the dates each eligible Class Member worked for the Defendants and the positions held as outlined in the “**Distribution Plan**” appended to the “**Settlement Agreement**” which can be viewed in full at: <https://www.monkouselaw.com/workforce-and-sos-unpaid-training-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 pay for unpaid training from January 1, 2011 to December 31, 2022.

This is not a complete description of the claims that you will release. Section 4 of the Settlement Agreement contains the complete 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. 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.

**D. HOW TO RECEIVE A PAYMENT IF THE PROPOSED SETTLEMENT IS APPROVED**

***11. How will I receive a payment?***

To be eligible to receive a payment under the Proposed Settlement, all Class Members will be required to complete and submit a Claim Form. Class Counsel will assess all claims using a pre-determined formula agreed upon by the parties and approved by the court. Class Members will not need to testify in court. Once all the claims have been assessed, 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?***

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

The amount each Class Member will receive will depend on several factors. They are:

- (1) The number of Class Members that apply for payment;
- (2) When each class member worked for the Defendants; and
- (3) The positions each Class Member held with the Defendants (i.e., labourer, attendant, rescuer or coordinator).

Class Counsel will review the records provided by the Defendants to determine when each Class Member worked for the Defendants, as well as each Class Member’s positions with the Defendants. This information will be used to perform a calculation that will be used to determine what share of the net total settlement amount each Class Member will receive. The total payment will also depend on the total costs incurred in administering the settlement.

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

<https://www.monkhouselaw.com/workforce-and-sos-unpaid-training-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 the assessment of your entitlement under the Proposed Settlement, you can appeal the assessment. All appeals will be decided by a neutral referee.

## **E. THE LAWYERS REPRESENTING YOU**

### ***15. Who is Class Counsel?***

Monkhouse Law represents the Plaintiff, and, if this action is certified for settlement purposes, 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 \$267,232. This amount will be paid directly by the Defendants from the total amount 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:

Workforce 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 XXXX, 2023, via Zoom. The link for the approval hearing will be provided by Class Counsel one week before the hearing.**

All objecting letters or emails, including any Objection Forms, must be sent on or

before **XXXXXX, 2023**, at 5:00 pm to:

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

<b>G. THE APPROVAL HEARING</b>
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***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 **XXXXXX, 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 potential 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.monkouselaw.com/workforce-and-sos-unpaid-training-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 will be 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/workforce-and-sos-unpaid-training-class-action/>

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

Workforce 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 CERTIFICATION AND SETTLEMENT  
APPROVAL**

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

**WERE YOU AN EMPLOYEE OF SOS (SUDBURY) INC. OR WORKFORCE  
INC. BETWEEN JANUARY 1, 2011 AND DECEMBER 31, 2022?**

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

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

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

On September 29, 2021, Jordan Lock (the “Plaintiff”), commenced a proposed class action seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc. (the “Defendants”) who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others. The Defendants have denied all the plaintiff’s allegations.

Monkhouse Law represents the proposed class (“Class Counsel”).

The Class is: All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants.

This action was certified as a class proceeding on [●], 2023.

#### **2. Why is this notice being given?**

The parties to the 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 Defendants deny the allegations in the claim. The Settlement was approved by the Honourable Mr. Justice Glustein 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 Class Member and are entitled to participate in the proceeding if you fall within the following definition:

All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants. (“**Class Members**”)

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

Under the Settlement, the Defendants shall pay an all-inclusive amount of \$650,000 (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 will be reduced by Class Counsel’s fees, HST, disbursements, settlement administration costs and an Honorarium for the Plaintiff. The remaining amount shall be available to be distributed in accordance with the Distribution Plan in the Settlement, including a distribution to eligible class members.

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

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

[Workforce.classaction@monkhouselaw.com](mailto:Workforce.classaction@monkhouselaw.com)

Workforce Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900,  
Toronto, Ontario, M5J 2W4

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

<https://www.monkhouselaw.com/workforce-and-sos-unpaid-training-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 \$[●]. 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. By opting out, you reserve the right to make your own claim against the Defendants. 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  TO BE VALID.**

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

You may also contact Class Counsel by calling them at 416-907-9249 ext 211 or by emailing them at: [workforce.classaction@monkhouselaw.com](mailto:workforce.classaction@monkhouselaw.com)

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

**APPENDIX 4: LONG FORM NOTICE OF CERTIFICATION AND SETTLEMENT  
APPROVAL**

**LONG FORM NOTICE OF CERTIFICATION AND SETTLEMENT**  
**APPROVAL**  
**WERE YOU AN EMPLOYEE OF SOS (SUDBURY) INC. OR WORKFORCE**  
**INC. BETWEEN JANUARY 1, 2011 AND DECEMBER 31, 2022**

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

On September 29, 2021, Jordan Lock (the “**Plaintiff**”), commenced a proposed class action seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc. (the “**Defendants**”) who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others. The Defendants have denied all the plaintiff’s allegations.

Monkhouse Law represents the proposed class (“**Class Counsel**”).

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

All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants.

***Notice of Class Action Settlement***

The Ontario Superior Court of Justice has recently certified and approved a settlement (the “**Settlement**”) in the 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?***

On September 29, 2021, Jordan Lock (the “Plaintiff”), commenced a proposed class action

seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc. (the “Defendants”) who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others. The Defendants have denied all the plaintiff’s allegations.

Monkhouse Law represents the proposed class (“Class Counsel”).

### ***Am I Eligible?***

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

All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants.

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 bound 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 Defendants, and their current contact information.
- These claims forms and available records will be reviewed to corroborate the information contained therein.
- Class Counsel will send a notification letter to each Class Member who submits a claim and explain what they have concluded regarding the Class Member’s work history, and the value of their claim.
- If a Class Member disagrees with the assessment, they can file an appeal with a designated referee.
- Once all appeals are resolved, the Defendants will calculate the estimated amount each Class Member who submitted a claim is entitled to receive under the settlement using a pre-determined formula.

The Court has approved a global, all-inclusive settlement payment amount of \$650,000 (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 will be reduced by Class Counsel’s fees, HST, disbursements, settlement administration costs and an honorarium for the Plaintiff. The remaining amount will be available to be distributed in accordance with the Distribution Plan 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 \$[●]. 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.monkouselaw.com/workforce-and-sos-unpaid-training-class-action/>

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

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

- (1) The number of Class Members that apply for payment;
- (2) When each class member worked for the Defendants; and
- (3) The positions each Class Member held with the Defendants (i.e., labourer, attendant, rescuer or coordinator).

The records will be reviewed to determine when each Class Member worked for the Defendants, as well as each Class Member’s positions with the Defendants. This information will be used to perform a calculation that will be used to determine what share of the net total settlement amount each Class Member will receive. The total payment will also depend on the total costs incurred in administering the settlement.

For each year when you worked for the Defendants, the highest position you held will be determined and the following assumed amounts will be assigned for each applicable year:

- 1) Coordinator: \$2,610
- 2) Rescue: \$1,825
- 3) Attendant: \$1300
- 4) Labourer: \$700

For example, if a Class Member worked as Labourer and Attendant in 2020 and as Attendant and Coordinator in 2021, they will be assigned \$1300 for 2020 and \$2,610 for 2021. The total claim amount would be \$3,910.

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.

The total of all assessment amounts will be added up. If the total amount is greater than the Settlement Fund, everyone’s actual amount paid will be less than stipulated above, proportionate to each assessment.

If you have questions regarding the tax consequences of the payment you are to receive, 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 Class Counsel 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 Class Counsel either by email or mail at the following:

[Workforce.classaction@monkhouselaw.com](mailto:Workforce.classaction@monkhouselaw.com)

Workforce Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900,  
Toronto, Ontario, M5J 2W4

A copy of the Claims Form is attached to this notice. Copies are also available at <https://www.monkhouselaw.com/workforce-and-sos-unpaid-training-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. By opting out, you reserve the right to make your own claim against the Defendants, including for any allegedly unpaid training. 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 must submit a complete and valid Opt-Out Form to Class Counsel by email, mail or fax no later than **[CERT DATE + 90 Days]** at the following:

Workforce Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900, Toronto, Ontario, M5J 2W4  
Email: [workforce.classaction@monkouselaw.com](mailto:workforce.classaction@monkouselaw.com).  
Fax: 888-501-7235

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

1. The full name of this proceeding (*Jordan Lock v. Workforce Inc. and SOS (Sudbury) Inc.*, 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/workforce-and-sos-unpaid-training-class-action/>

***Want More Information?***

Visit, call, or email Class Counsel at:

Website: [www.monkouselaw.com](http://www.monkouselaw.com)  
Email: [workforce.classaction@monkouselaw.com](mailto:workforce.classaction@monkouselaw.com).  
Telephone: 416-907-9249 ext 211

**Schedule D- OPT-OUT FORM**



## NOTICE OF OPTING OUT

**TO: Workforce Class Action – Class Counsel: Monkhouse Law**

**ATTN: Workforce Class Action Class Counsel**

**This is NOT a claim form. If you submit this form, you will not receive any money or benefits from the Workforce Class Action settlement. You may wish to consult Monkhouse Law or obtain independent legal advice at your own cost prior to opting out.**

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

I have read and understood the Court-Approved Notice of Approval of Settlement and believe that I am a member of the class in this lawsuit.

I wish to opt out of (be excluded from) this class proceeding. I understand that by opting out, I cannot receive any possible benefits, financial or otherwise, that members of the class may receive through this class action.

I understand that any lawsuit I have against Workforce with respect to unpaid training must be commenced within a specific time period or it might be legally barred. I understand that the time period will resume running against me if I opt out of the class proceeding. I understand that by opting out, I take full responsibility for the resumption of the running of any relevant time periods and for taking all necessary legal steps to protect any claim I may have.

I confirm that by signing this form, and by answering “yes” in the box below, I am forever waiving my right to any money or benefits received through this settlement for any harm caused to me by Workforce. in relation to the class action’s claims for unpaid training.

I decline payments and benefits from the settlement (please indicate with an “X” or by writing

the word “Yes”: \_\_\_\_\_

Dated: \_\_\_\_\_

---

Witness Signature

---

Signature

---

Witness Name

---

Print Name

☐ Copy of Government Issued ID enclosed

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

**REPRESENTATIVE IDENTIFICATION (IF APPLICABLE)**

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

Representative Name (Last, First): \_\_\_\_\_

Relationship to Class Member: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

**If Class Member is Deceased or Disabled:**

Name of Estate Administrator or Guardian of Property: \_\_\_\_\_

Signature of Estate Administrator or Guardian of Property: \_\_\_\_\_

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

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

**Schedule E- First Order**

CV-21-00669432-00CP

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) , THE th  
 JUSTICE GLUSTEIN ) DAY OF , 2023  
 )

B E T W E E N:

**JORDAN LOCK**

Plaintiff

– and –

**WORKFORCE INC. AND SOS (SUDBURY) INC.**

Defendants

*Proceeding under the Class Proceedings Act, 1992*

**ORDER**  
**(APPROVAL AND DISSEMINATION OF NOTICES OF CERTIFICATION AND**  
**SETTLEMENT APPROVAL HEARING)**

**THIS MOTION** made by the Plaintiff for an order approving the Short-Form Notice of Certification and Settlement Approval Hearing and the Long-Form Notice of Certification and Settlement Approval Hearing and the method of dissemination of said notices was heard this day by videoconference.

**ON READING** the materials filed, including the settlement agreement between the plaintiff and the defendants dated as of [\*], attached to this order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel;

**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 the Short-Form Notice of Certification and Settlement Approval Hearing attached to this order as Schedule “B” (the “**Short-Form Notice**”) and the Long-Form Notice of Certification and Settlement Approval Hearing attached to this order as Schedule “C” (the “**Long-Form Notice**”) are hereby approved.
3. **THIS COURT ORDERS** that 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 of the Settlement Agreement will be sought;
4. **THIS COURT ORDERS** that within five (5) days of receiving the Class Member List from the Defendants in accordance with the Notice Plan attached as Schedule “C” to the Settlement Agreement, Class Counsel shall send the Short-Form Notice to each Class Member at the email address set out in the Class Member List;
5. **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/workforce-and-sos-unpaid-training-class-action/>; and
6. **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.

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JUSTICE GLUSTEIN

**Schedule F- Final Approval Order**



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

THE HONOURABLE ) , THE th  
 )  
 JUSTICE GLUSTEIN ) DAY OF , 2023  
 BETWEEN

**JORDAN LOCK**

- and -

**WORKFORCE INC. AND SOS (SUDBURY) INC.****ORDER****(CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL)**

**THIS MOTION**, made by the Plaintiff, for an order certifying this action as a class proceeding for settlement purposes, approving the settlement agreement between the parties dated January 9, 2023 and attached to this order as **Schedule “A”** (the “**Settlement Agreement**”), and dismissing this action as against the Defendants with prejudice and without costs, was heard this day by video conference.

**ON READING** the materials filed, including the Settlement Agreement, and on hearing the submissions of counsel.

**AND ON BEING ADVISED** that the parties consent to this Order, with the exception of paragraph 18 of the Order, which is not supported or opposed by the Defendants:

**Certification and Class Definition**

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 this action is certified as a class proceeding for settlement purposes only;

3. **THIS COURT ORDERS** that the Class for settlement purposes is certified as follows:

All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants.

#### **Representative Plaintiff and Class Counsel**

4. **THIS COURT ORDERS** that Jordan Lock is appointed as the representative plaintiff on behalf of the Class for settlement purposes and that Monkhouse Law is appointed as Class Counsel.

#### **Common Issues**

5. **THIS COURT ORDERS** that the following issues are common to the Class for settlement purposes:

- (a) What were the terms of the Class Members' contracts with the Defendants regarding training/certification?
- (b) Was the training/certification in issue required in order to work for the Defendants or was it optional or for the purposes of seeking either a promotion or other work (with the Defendants or others)?
- (c) Did the Defendants require, or direct, the Class Members to obtain the training/certification?
- (d) Is either of the Defendants liable to the Class Members in respect of any of the hours that the Class Members spent obtaining training/certification? If so, for which hours and in what amounts?

#### **Notification and Opting Out**

6. **THIS COURT ORDERS** that the Short-Form Notice of Certification and Settlement Approval attached as Schedule "B" to this order (the "**Short-Form Notice**") and the Long-Form Notice

of Certification and Settlement Approval attached as Schedule “C” to this order (“**Long-Form Notice**”) are approved;

7. **THIS COURT ORDERS** that within ten (10) days of the issuance of this order, Class Counsel shall send the Short-Form Notice to each Class Member by email to the individual’s last known email address, as set out in the Class Member List;

8. **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/workforce-and-sos-unpaid-training-class-action/>;

9. **THIS COURT ORDERS** that within five (5) days of the issuance of this order, Class Counsel shall issue a news release in a form approved by the Defendants to advise that settlement has been reached and to invite class members to make claims in accordance with the Settlement Agreement;

10. **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;

11. **THE COURT ORDERS** that the Opt-Out Deadline shall be [\*];

12. **THIS COURT ORDERS** that Class Members wishing to opt out must do so by the Opt-Out Deadline by completing the Opt-Out Form attached as Schedule “D” to the Settlement Agreement and delivering it to Class Counsel by regular mail, fax or email. A Class Member that provides Class Counsel with substantially the same information as found in the Opt-Out Form by the Opt-Out Deadline will also be deemed to have opted out of the Action.

13. **THIS COURT ORDERS** that Class Counsel will provide the Defendants with a list of the Class Members who opted out by the Opt-Out Deadline within 7 days of the Opt-Out Deadline.

14. **THE COURT ORDERS** that the Opt-Out Form attached as Schedule “D” to the Settlement Agreement, is approved.

15. **THIS COURT ORDERS THAT** any putative member of the Class who validly opts out of the Action shall have no further right to participate in the Action or to share in the distribution of any funds received as a result of the settlement of the Action;

#### **Settlement Approval**

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

17. **THIS COURT ORDERS** that the Settlement Agreement is fair and reasonable and in the best interests of the Class and is hereby approved pursuant to the *Class Proceedings Act, 1992*, and shall be implemented and enforced in accordance with its terms.

18. **THIS COURT ORDERS** that: (a) the portions of the Settlement Amount paid to Class Members under the Settlement Agreement are payments on account of general damages that are not in respect of employment remuneration or in respect of the loss of any employment; and (b) accordingly, no statutory deduction amounts (including, without limitation, income taxes, employment insurance premiums or Canada Pension Plan contributions) are required to be withheld or remitted by the Defendants.

19. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Class including those persons who are minors or mentally incapable

and the requirements of Rule 7.04(1) and 7.08(4) of the Rules of Civil Procedure are dispensed with respect of this Proceeding.

20. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

21. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, the Releasors acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

22. **THIS COURT ORDERS AND DECLARES** 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, whether pursuant to legislation or at common law or equity in respect of any Released Claim.

23. **THIS COURT ORDERS** that upon the Effective Date, each Releasor shall indemnify and save harmless the Releasees from any and all claims or demands under any statute (including, without limitation the *Income Tax Act* of Canada, the *Income Tax Act* of the Province of Ontario and the *Employment Insurance Act* of Canada) in respect of any failure on the part of the Releasees to with

deduct or remit any income tax, Canada Pension Plan (“CPP”), Employment Insurance (“EI”), any other governmental benefit or program, or other statutory deductions, and any related interest or penalties.

### **Ongoing Court Jurisdiction**

24. **THIS COURT ORDERS** that for the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Parties attorn to the jurisdiction of this Court for the purposes of implementing, administering and enforcing the Settlement Agreement and this Order and subject to the terms and conditions set out in the Settlement Agreement and this Order.

### **Distribution Plan and Notice Plan**

25. **THIS COURT ORDERS** that the Distribution Plan (“Distribution Plan”) and Notice Plan (“Notice Plan”), as attached to the Settlement Agreement as Schedules B and C, respectively, are incorporated by reference into this Order and that unless otherwise defined in this Order, capitalized terms in this Order shall have the meanings set out in the Distribution Plan and Notice Plan.

26. **THIS COURT ORDERS** that Workforce or its nominee will be appointed as claims administrator in accordance with the provisions in the Settlement Agreement, including the Distribution Protocol.

27. **THIS COURT ORDERS** that Class Counsel will facilitate the Notice Plan, the gathering of Claims Forms and ancillary documents, the disposition of any claims, complaints or appeals by members of the Class, in accordance with the provisions of the Settlement Agreement, including the Distribution Protocol.

28. **THIS COURT ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

29. **THE COURT ORDERS** that the Claim Form, Appeal Form, Notification Letter and Payment Notification Letter are hereby approved substantially in the form attached as Appendices 1 through 4 of Schedule “B” to the Settlement Agreement.

30. **THIS COURT ORDERS** that the Claims Deadline shall be [90 days after first dissemination of the Notice of Certification and Settlement Approval], and any claim forms submitted after that date shall be invalid, subject only to the Monkhouse Law reasonably exercising its discretion to accept late claim forms for up to 15 days after the Claims Deadline, where the Class Member submitting a late Claims Form has a reasonable explanation for the late delivery of the claim.

#### **Termination**

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

#### **Dismissal of Action**

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

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JUSTICE GLUSTEIN

**Schedule G- Order for Defendant Employee Records**

CV-21-00669432-00CP

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE	)		, THE	th
	)			
JUSTICE GLUSTEIN	)	DAY OF		, 2023

B E T W E E N:

**JORDAN LOCK**

Plaintiff

– and –

**WORKFORCE INC. AND SOS (SUDBURY) INC.**

Defendants

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

**ORDER**  
**(PROVISION OF EMPLOYEE RECORDS)**

**THIS MOTION**, made by the plaintiff, and not opposed by the defendants, for an order for the production of certain data regarding the defendants’ current and former employees, in furtherance of the implementation of the settlement agreement between the parties dated January 9, 2023 and attached to this order as Schedule “A” (the “Settlement Agreement”), was heard this day by video conference.

**ON READING** the materials filed, including the Settlement Agreement, and on hearing the submissions of counsel;



**AND ON BEING ADVISED** that the defendants do not oppose this order;

1. **THIS COURT ORDERS** that, for purposes of implementation of the Settlement Agreement, within 25 days of this Order:

- (a) To the extent that it is known to Workforce or SOS, or is readily available to them from their records, Workforce will provide Class Counsel with the last known contact information for Class Members, including, where available, last known physical addresses, phone numbers, and email addresses.
- (b) To the extent that it is known to Workforce or SOS, or is readily available to them from their records, Workforce will provide Class Counsel with the position(s) each class member held during the class period. The positions will be identified as follows: labourer, attendant, coordinator or rescue.
- (c) Workforce will provide all the relevant data in excel format organized alphabetically by the last name of the individual class members.

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JUSTICE GLUSTEIN

**SCHEDULE B - SHORT FORM NOTICE OF CERTIFICATION  
AND SETTLEMENT APPROVAL**

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

**WERE YOU AN EMPLOYEE OF SOS (SUDBURY) INC. OR WORKFORCE  
INC. BETWEEN JANUARY 1, 2011 AND DECEMBER 31, 2022?**

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

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

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

On September 29, 2021, Jordan Lock (the “Plaintiff”), commenced a proposed class action seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc. (the “Defendants”) who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others. The Defendants have denied all the plaintiff’s allegations.

Monkhouse Law represents the proposed class (“Class Counsel”).

The Class is: All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants.

This action was certified as a class proceeding on March 9, 2023.

**2. Why is this notice being given?**

The parties to the 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 Defendants deny the allegations in the claim. The Settlement was approved by the Honourable Mr. Justice Glustein on March 9, 2023.

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

All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants. (“Class Members”)

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

Under the Settlement, the Defendants shall pay an all-inclusive amount of \$650,000 (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 will be reduced by Class Counsel’s fees, HST, disbursements, settlement administration costs and an Honorarium for the Plaintiff. The remaining amount shall be available to be distributed in accordance with the Distribution Plan in the Settlement, including a distribution to eligible class members.

**To be eligible to receive a payment under the Settlement, you must complete a Claims Form and return it to Class Counsel by JUNE 10, 2023**

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

[Workforce.classaction@monkhouselaw.com](mailto:Workforce.classaction@monkhouselaw.com)

Workforce Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900,  
Toronto, Ontario, M5J 2W4

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

<https://www.monkhouselaw.com/workforce-and-sos-unpaid-training-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 \$267,232.00. 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. By opting out, you reserve the right to make your own claim against the Defendants. 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 MAY 10, 2023 TO BE VALID.**

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

You may also contact Class Counsel by calling them at 416-907-9249 ext 211 or by emailing them at: [workforce.classaction@monkhouselaw.com](mailto:workforce.classaction@monkhouselaw.com)

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

**SCHEDULE C: LONG FORM NOTICE OF CERTIFICATION AND  
SETTLEMENT APPROVAL**

**LONG FORM NOTICE OF CERTIFICATION AND SETTLEMENT**  
**APPROVAL**  
**WERE YOU AN EMPLOYEE OF SOS (SUDBURY) INC. OR WORKFORCE**  
**INC. BETWEEN JANUARY 1, 2011 AND DECEMBER 31, 2022**

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

On September 29, 2021, Jordan Lock (the “**Plaintiff**”), commenced a proposed class action seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc. (the “**Defendants**”) who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others. The Defendants have denied all the plaintiff’s allegations.

Monkhouse Law represents the proposed class (“**Class Counsel**”).

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

All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants.

***Notice of Class Action Settlement***

The Ontario Superior Court of Justice has recently certified and approved a settlement (the “**Settlement**”) in the 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?***

On September 29, 2021, Jordan Lock (the “**Plaintiff**”), commenced a proposed class action

seeking to represent current and former employees who worked for Workforce Inc. and/or SOS (Sudbury) Inc. (the “Defendants”) who are allegedly owed compensation as a result of receiving unpaid training by, or on behalf of, the Defendants or others. The Defendants have denied all the plaintiff’s allegations.

Monkhouse Law represents the proposed class (“Class Counsel”).

### ***Am I Eligible?***

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

All non-salaried employees of Workforce Inc. or SOS (Sudbury) Inc. from January 1, 2011 to December 31, 2022 who received unpaid training from or at the direction of the Defendants.

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 bound 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 Defendants, and their current contact information.
- These claims forms and available records will be reviewed to corroborate the information contained therein.
- Class Counsel will send a notification letter to each Class Member who submits a claim and explain what they have concluded regarding the Class Member’s work history, and the value of their claim.
- If a Class Member disagrees with the assessment, they can file an appeal with a designated referee.
- Once all appeals are resolved, the Defendants will calculate the estimated amount each Class Member who submitted a claim is entitled to receive under the settlement using a pre-determined formula.



The Court has approved a global, all-inclusive settlement payment amount of \$650,000 (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 will be reduced by Class Counsel’s fees, HST, disbursements, settlement administration costs and an honorarium for the Plaintiff. The remaining amount will be available to be distributed in accordance with the Distribution Plan 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 \$267,232.00. 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.monkouselaw.com/workforce-and-sos-unpaid-training-class-action/>

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

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

- (1) The number of Class Members that apply for payment;
- (2) When each class member worked for the Defendants; and
- (3) The positions each Class Member held with the Defendants (i.e., labourer, attendant, rescuer or coordinator).

The records will be reviewed to determine when each Class Member worked for the Defendants, as well as each Class Member’s positions with the Defendants. This information will be used to perform a calculation that will be used to determine what share of the net total settlement amount each Class Member will receive. The total payment will also depend on the total costs incurred in administering the settlement.

For each year when you worked for the Defendants, the highest position you held will be determined and the following assumed amounts will be assigned for each applicable year:

- 1) Coordinator: \$2,610
- 2) Rescue: \$1,825
- 3) Attendant: \$1300
- 4) Labourer: \$700

For example, if a Class Member worked as Labourer and Attendant in 2020 and as Attendant and Coordinator in 2021, they will be assigned \$1300 for 2020 and \$2,610 for 2021. The total claim amount would be \$3,910.

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.

The total of all assessment amounts will be added up. If the total amount is greater than the Settlement Fund, everyone’s actual amount paid will be less than stipulated above, proportionate to each assessment.

If you have questions regarding the tax consequences of the payment you are to receive, 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 Class Counsel by June 10, 2023.** 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 Class Counsel either by email or mail at the following:

[Workforce.classaction@monkhouselaw.com](mailto:Workforce.classaction@monkhouselaw.com)

Workforce Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900,  
Toronto, Ontario, M5J 2W4

A copy of the Claims Form is attached to this notice. Copies are also available at <https://www.monkhouselaw.com/workforce-and-sos-unpaid-training-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. By opting out, you reserve the right to make your own claim against the Defendants, including for any allegedly unpaid training. 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 must submit a complete and valid Opt-Out Form to Class Counsel by email, mail or fax no later than **May 10, 2023** at the following:

Workforce Class Action  
c/o Monkhouse Law, 220 Bay Street, Suite  
900, Toronto, Ontario, M5J 2W4  
Email: [workforce.classaction@monkouselaw.com](mailto:workforce.classaction@monkouselaw.com).  
Fax: 888-501-7235

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

1. The full name of this proceeding (*Jordan Lock v. Workforce Inc. and SOS (Sudbury) Inc.*, 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/workforce-and-sos-unpaid-training-class-action/>

***Want More Information?***

Visit, call, or email Class Counsel at:

Website: [www.monkouselaw.com](http://www.monkouselaw.com)  
Email: [workforce.classaction@monkouselaw.com](mailto:workforce.classaction@monkouselaw.com).  
Telephone: 416-907-9249 ext 211

**SCHEDULE D- OPT-OUT FORM**

## NOTICE OF OPTING OUT

**TO: Workforce Class Action – Class Counsel: Monkhouse Law**

**ATTN: Workforce Class Action Class Counsel**

**This is NOT a claim form. If you submit this form, you will not receive any money or benefits from the Workforce Class Action settlement. You may wish to consult Monkhouse Law or obtain independent legal advice at your own cost prior to opting out.**

**To opt out, this form must be properly completed and received at the above-noted address or post marked no later than May 10, 2023.**

I have read and understood the Court-Approved Notice of Approval of Settlement and believe that I am a member of the class in this lawsuit.

I wish to opt out of (be excluded from) this class proceeding. I understand that by opting out, I cannot receive any possible benefits, financial or otherwise, that members of the class may receive through this class action.

I understand that any lawsuit I have against Workforce with respect to unpaid training must be commenced within a specific time period or it might be legally barred. I understand that the time period will resume running against me if I opt out of the class proceeding. I understand that by opting out, I take full responsibility for the resumption of the running of any relevant time periods and for taking all necessary legal steps to protect any claim I may have.

I confirm that by signing this form, and by answering “yes” in the box below, I am forever waiving my right to any money or benefits received through this settlement for any harm caused to me by Workforce. in relation to the class action’s claims for unpaid training.

I decline payments and benefits from the settlement (please indicate with an “X” or by writing

the word “Yes”: \_\_\_\_\_

Dated: \_\_\_\_\_

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Witness Signature

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Signature

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Witness Name

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Print Name

☐ Copy of Government Issued ID enclosed

**This Notice must be delivered or post marked by May 10, 2023 enclosed with a copy of Government Issued Identification to be effective.**

**REPRESENTATIVE IDENTIFICATION (IF APPLICABLE)**

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

Representative Name (Last, First): \_\_\_\_\_

Relationship to Class Member: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

**If Class Member is Deceased or Disabled:**

Name of Estate Administrator or Guardian of Property: \_\_\_\_\_

Signature of Estate Administrator or Guardian of Property: \_\_\_\_\_

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

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